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Article 1
Purpose and Intent

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

1. Promotes harmonious relations between the Employer, employees, and the Union;

2. Provides for an equitable and peaceful procedure for the resolution of differences;

3. Establishes wages, hours, and other terms and conditions of employment which are subject to good faith collective bargaining negotiations between the parties, and to this end modifies or supersedes (a) conflicting rules, regulations and interpretive letters of the Civil Service Commission and Civil Service Department regarding proper subjects of bargaining; and (b) conflicting rules, regulations, practices, policies or agreements of or within Departments and Agencies, where such items pertain to proper subjects of bargaining.

4. Recognizes the continuing joint responsibility of the parties to provide efficient service to the public.

Article 2
Recognition

Section 1. Bargaining Unit
The Employer recognizes the Union as the exclusive representative and sole bargaining agent for all employees in the Technical Bargaining Unit ("Bargaining Unit") with respect to wages, hours, and other terms and conditions of employment, in accordance with the provisions of the Rules of the Michigan Civil Service Commission and the Regulations of the Department of Civil Service.

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

Section 2. New or Abolished Classifications
The parties recognize the plenary authority of the Department of Civil Service in classifying positions. The parties will review all abolishments of existing Unit classifications as well as all new classifications consisting of a significant part of the duties of existing Unit classifications. Representation Unit positions shall not be reclassified, reallocated, or retitled at the request of the Employer without prior written notice to the Union. This provision shall not be construed to prohibit the Employer from reallocating positions which have been downgraded for training. Classified employees in classes and positions assigned to this Unit in accordance with this Section shall be subject to the provisions of this Agreement unless excluded by the Department of Civil Service as managerial, confidential or supervisory in accordance with the provisions of the Civil Service Rules or Regulations.

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

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

Article 3
Integrity of the Bargaining Unit

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

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

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

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

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

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

- Student Work Experience
- Seasonal Recreation Programs
- Volunteer Programs

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

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

Section 2. Bargaining Unit Work Performed by Supervision
Supervisory employees shall only be permitted to perform Bargaining Unit work under the following circumstances: To the extent that such work is a part of their job duties as provided in Civil Service class specifications or to the extent that they have commonly performed such work as a matter of practice; in case of emergency; when necessary to provide temporary relief; to instruct or train employees; to demonstrate the proper method of accomplishing the tasks assigned; to avoid the necessity of overtime; when a Bargaining Unit employee capable of doing the work is not available; or to allow the release of employees for Union activities recognized and authorized under this Agreement.

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

Section 3. Contracting and Subcontracting
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.

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

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

2. The proposed duration and cost of such sub-contracting.

3. The rationale for such sub-contracting.

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

Nothing provided in this section shall prohibit the Union from challenging the planned contracting or sub-contracting before the Civil Service Commission, nor

from appealing a Departmental action which it alleges violates applicable Civil Service Rules and Regulations.

Article 4
Union Security, Dues Deduction and Remittance

Section 1. Union Security

A. Any employee covered by this Agreement who is a member of the bargaining unit on the effective date of this Agreement shall, as a condition of continuing employment, tender to the Union those dues and fees uniformly required of Union members in good standing.

B. Any employee who is employed in this Bargaining Unit on the effective date of this Agreement who is not a member of the Union on the effective date of this Agreement within thirty (30) calendar days following the effective date of this Agreement, shall, as a condition of continuing employment, either:

(1) Become a member of the Union and tender to the Union those dues and fees uniformly required of Union members in good standing; or

(2) Pay to the Union a service fee, in an amount not to exceed the duly established membership dues and not exceeding the employee's proportionate share of the costs 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.

C. Any employee who becomes employed in this Bargaining Unit after the effective date of this Agreement shall, within thirty (30) calendar days following the effective date of such employment and as a condition of continuing employment, either:

(1) Become a member of the Union and tender to the Union those dues and fees uniformly required of Union members in good standing; or

(2) Pay to the Union a service fee, in an amount not to exceed the duly established membership dues and not exceeding the employee's proportionate share of the costs 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.

D. Any employee who is a member of the Union shall have the right to withdraw from Union membership at any time, but such voluntary termination of membership shall not exempt the employee from the obligation to pay the contractually required service fee.

E. The obligation of an employee who is a member of the Union on the effective date of this Agreement to tender the required dues and fees shall commence on the effective date of this Agreement. The obligation of any employee who is not a member of the Union on the effective date of this Agreement to tender the contractually required dues or to pay the contractually required service fee shall commence thirty (30) calendar days following the effective date of this Agreement.

Section 2. Compliance Procedure

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

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

A. After thirty (30) days from date of the employee's hire, the Union has first notified the Employer that:

   (1) The employee is subject to the provisions of this Section;

   (2) The employee has been provided with an opportunity to object to the amount of the fee;

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

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

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

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

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

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

D. 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, including fees due commencing with the employee's thirty-first day of employment.

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

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

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

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

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

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

Within seven (7) calendar days following receipt of the above information by the Employer, the Employer shall notify the employee with a copy to Union, that beginning with the next pay period it will begin an involuntary double deduction of dues or fees until the arrearage has been satisfied.

Section 3. Dues Deduction

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

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

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

Section 4. Representation Fees
The Employer agrees to deduct from the wages of any Bargaining Unit employee who is not on payroll dues deduction to the Union a Representation Service Fee, if the employee has authorized the Employer to do so by executing a written authorization in accordance with the specifications used by the Employer (as set forth in Appendix C).

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

Section 5. Objections to Amount of Service Fee
A Service Fee payer shall have the right to object to the amount of the Service Fee and to obtain a reduction of the Service Fee to exclude all expenses not germane to collective bargaining, contract administration, and grievance administration, or otherwise necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the employer on labor-management issues.

The 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.

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

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

Section 7. Bargaining Unit Information Provided to the Union

The Employer agrees to furnish a biweekly transaction report to the Union in electronic form, listing employees in this unit who are hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between agencies and/or departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the bargaining unit, or who have made any changes in union deductions. This report shall include the employee's name, 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).

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, birthdate, hire date, process level (department/agency), TKU, union deduction code, deduction amount, employee status code (appointment type), position code (position type), leave of absence/layoff effective date, continuous service hours, county code, worksite code, unit code and hourly rate.

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

Section 8. Deductions Not Taken
Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security (FICA); individually authorized deferred compensation; federal, state and local income taxes; other legally required deductions; individually authorized participation in State programs; enrolled employee's share, if any, of insurance premiums.

Section 9. Forms
It shall be the sole responsibility of the Union to print and furnish membership dues and representation service fee deduction authorization forms approved by the State. The Union may supply such approved forms to the personnel offices of the respective Departmental Employers where Bargaining Unit employees may obtain them upon request.

Article 5
Association Rights

Section 1. Bulletin Boards
The Employer agrees to furnish adequate bulletin board space in reasonable repair in convenient places in work areas of buildings where Technical Unit employees work or to which they are assigned. In construction project offices where bulletin boards presently exist, the Employer will designate a portion of the board, normally 12 square feet, for the exclusive use of the Union.

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

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

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

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

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

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

Section 2. Mail Services
The Union shall be permitted to use the inter/intra agency mail distribution service for Unit representation activities, except as prohibited by law. Such mailings shall be of a reasonable size, volume and frequency, and shall be prepared in accordance with departmental specifications. The Employer, its officers and employees shall have no liability to the Union or an employee for the delivery or security of such mailings, including any mailings directed to an employee from outside the Agency.

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

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

Section 4. Maintenance of Materials
Designated Union officials shall have the right to maintain Union related materials in their work areas. The Union shall provide to the Office of the State Employer the names of these designated officials within thirty (30) calendar days after the effective date of this Agreement.

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

Section 5. Union Meetings on State Premises
The Employer agrees to permit the use of State conference and meeting rooms for Union meetings upon prior request of the Union, subject to its availability and approval by the appropriate local Employer representative. Such approval shall not be arbitrarily withheld, and such facilities shall be furnished without charge to the Union unless such charge is required by law or the Employer is charged for such use and uniformly requires payment of such charges by all users. Union usage of State premises shall be governed by operational and/or security considerations of the local authority.

Section 6. Telephone Directory
The Employer agrees to publish the telephone number and business address of the Union in the State of Michigan telephone directory published.

Section 7. Access to Premises by Union Staff
The Employer agrees that officers and representatives of the Union shall be permitted necessary access to the premises of the Employer during normal working hours with advance or concurrent notice to the appropriate Employer representative. Such access shall only be for the purpose of the administration of this Agreement. Meetings related to the administration of this Agreement will normally be held in non-security, non-work areas.

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

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

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

Section 9. Prohibited Materials
It is expressly understood and agreed that profane, political, libelous, and defamatory materials are not authorized for posting, circulation in the Employer's mail system, or for distribution on State premises, and the Employer reserves the right to remove any and all such material, and shall provide prompt notice of such action to the designated Union representative at that work site. The Union shall provide the names of such representatives in writing to the Office of the State Employer within thirty (30) calendar days after the effective date of this Agreement. In the event any such designated Union representatives are changed during the term of this Agreement, the Union shall notify the OSE of such changes within thirty (30) calendar days of the effective date of such change.

Article 6
Management Rights

Section 1. Rights of Employer
It is understood and agreed by the parties that the Employer possesses the sole power, duty and right to operate and manage its Departments, Agencies and programs and carry out constitutional, statutory, and administrative policy mandates and goals. The powers, authority and discretion necessary for the Employer to exercise its rights and carry out its responsibilities shall be limited only by the express terms of this Agreement. Any term or condition of employment other than the wages, benefits and other terms and conditions of employment specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to determine, modify, establish or eliminate.

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

A. Determine matters of managerial policy; mission of the Agency (i.e., the services to be provided, their level, and by what means); budget; the method, means and personnel by which the Employer's operations are to be conducted; organization structure; standards of service and maintenance of efficiency; the right to select, promote, assign or transfer employees; discipline employees for just cause; and in cases of emergency, to take whatever action is necessary to carry out the Agency's mission. However, if such determinations alter conditions of employment to produce substantial adverse impact upon employees, the modification and remedy of such resulting impact from changes in conditions of employment shall be subject to negotiation requirements. Any claim by the Union of failure on the part of the Employer to bargain in good faith shall be appealable through the procedures contained in the Civil Service Rules and Regulations.

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

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

D. Make work rules which regulate performance, conduct, and safety and health of employees, provided that changes in such work rules shall be reduced to writing and furnished to the Union for its information as soon as possible, and

provided that such rules do not violate any provisions of this Agreement. Rules under this section will be reviewed prior to implementation by the Office of the State Employer.

Section 2. Non-Negotiability of Management Rights

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

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

Section 3. Zipper Clause

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

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

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

Article 7
Union Business and Activities

Section 1. Union Activities During Working Hours
Employees shall be released and allowed time off with or without pay, and with or without loss of benefits, as provided for in this Agreement.

Section 2. Time Off for Union Business

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

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

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

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

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

Section 4. Annual Leave Buy Back
Employees designated by the Union may utilize accumulated leave time (holiday, compensatory, Plan B, or annual leave) in lieu of taking such time off without pay, to engage in Union activities authorized by this Agreement.

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

A. The employee and the Union must notify the appointing authority in writing of the intent to "buy back" such credits.

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

C. The employee may reinstate such expended credits used in the previous twelve (12) months by cash payment to the Department personal services account at the employee's current hourly rate. The employee shall furnish to the Department the total cost to the State of such credits. This provision shall be administered in compliance with applicable tax statute.

D. The employee shall be allowed to exercise the option of reinstating such credits for him/herself no more than four (4) times each fiscal year, except that no such "buy back" may occur later than August 1.

E. The Appointing Authority will, except in circumstances when it is impossible to do so, credit the employee making request for "buy back" in accordance with the provisions of this article, with such "buy back" credits within forty five (45) days of the receipt of the employee's payment for such credits by the appointing authority.

Section 5. Administrative Leave Bank
Subject to the operational needs of the Employer, and the provisions of this article, the Employer shall make every reasonable effort to allow employees in this Unit, designated in accordance with the provisions below, time off without loss of pay, benefits or service credits during scheduled working hours to engage in union authorized functions or steward training subject to the following conditions:

A. An administrative leave bank shall be calculated on the basis of two hours per employee of the bargaining unit on the payroll during the first full pay period of July of each year.

B. Such time shall be credited at the beginning of the first pay period which starts after the effective date of this Agreement, and during the pay period in which October 1 falls thereafter.

C. Such time which is not used in the fiscal year in which it was granted may be carried forward from one year to the next.

D. If a representative utilizing leave under this bank is expected by the Union to spend more than 500 hours in a contract year in such activities, they shall be so designated by the Union. Only representatives so designated shall be allowed to use more than 500 hours from this bank in a contract year.

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

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

Article 8
Association Representation

Section 1. Bargaining Committee
Employees in the Bargaining Unit shall be represented by the Union in primary and secondary negotiations in accordance with this Section. Bargaining Committee representatives authorized by this Section shall be compensated in accordance with this Section.

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

B. Secondary Negotiations: Any Secondary Bargaining Committee shall be designated by the Union and shall consist of not more than six (6) persons in the Department of Transportation and three (3) persons in the other Departments per session, all of whom shall be employed in the Department in which secondary negotiations are conducted, excluding non-state employees.

Written notice of the names of unit employees designated by the Union shall be supplied to the relevant departmental employer not later than the Monday immediately preceding the pay period containing the date of the first negotiating session. Each secondary committee member shall be granted administrative leave for the first forty (40) hours of secondary negotiations, or such lesser amount as the negotiations require. If such negotiations extend beyond forty (40) hours, committee members shall be placed upon leave without pay, but without loss of benefits or service credits. Such forty (40) hours maximum may be increased by an amount mutually agreed upon by the parties .

Section 2. Union Representatives and Jurisdictions
Employees covered by this Agreement are entitled to be represented in investigative interviews/meetings, disciplinary conferences, and the grievance procedure by a Steward or Chief Steward or, at the discretion of the Union, a Union Staff Representative. Employees may, alternatively, be represented by an attorney of their choice in the grievance procedure, at their own expense, on terms acceptable to the Union and the Employer.

The Union may designate one (1) Steward for each fifteen employees at a work site, up to a maximum of five (5) Stewards at any work site, to represent Unit employees of A Department in grievance conferences, investigative

interviews/meetings, or disciplinary conferences at such work site. Each assigned Steward may have an assigned Alternate. A Steward/Alternate shall lose no normal pay or leave credits while representing Unit employees at their own work site, or for any other purpose for which leave is granted under this Article. In the event a Steward or alternate is not available at the work site of an employee entitled to representation under this section, a Steward or alternate from an adjacent work site may represent the employee.

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

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

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

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

Section 3. Release of Union Representatives
No Union Representative shall leave his/her work to engage in employee representation activities without first notifying and receiving approval from his/her supervisor or designee. Such approval shall normally be granted and under no circumstances shall unreasonably be denied.

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

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

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

Section 4. Access to Union Representatives
Employees shall have reasonable access to an Union Representative during working hours to consult about the rights and obligations provided for in this Agreement, but such access shall, except as provided below, be confined to the non-work time (rest and meal periods) of the employee and the representative.

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

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

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

Section 5. Union Leave

A. No later than thirty (30) calendar days following the effective date of this Agreement, the Union shall provide written notice to the State Employer of the name and Department/Agency of the President who will be exercising any of the representational or union functions contained or recognized in any Article of this Agreement. This shall include but is not limited to grievance handling, disciplinary conferences, arbitration, labor management meetings, and all other activities in which Union Representatives are entitled by the terms of this Agreement to participate on administrative leave. Similar written notice shall be provided within seven (7) calendar days following change in such designation.

B. If the President is expected by the Union to spend more than 500 hours in a contract year in such activities, the Employer shall be notified. Such employee shall be placed on " Union Leave" and shall be relieved of all work duties during the course of such leave; and the Union shall reimburse the State for the gross total cost of such employee's state wages, benefits, insurance, retirement and other costs. The employee's status for pay and benefits shall be the same as if administrative leave had been granted.

C. If, during the course of any contract year, the amount of administrative leave used by the employee referenced in Subsection A above exceeds 500 hours during the contract year, such employee may immediately be placed on " Union leave" by the Employer subject to the conditions of Subsection B above.

D. An employee may not avoid the operation of this Article by substituting annual leave or any other time, paid or unpaid, for administrative leave.

E. The " Union Leave" shall extend to the end of the contract year, at which time it shall be renewed unless the Union notifies the Employer that it does not expect the employee to spend 500 hours or more in activity cited in this Section in the following contract year.

Article 9
Grievance Procedure

Section 1. General

A. A grievance is defined as a written complaint alleging that there has been a violation, misinterpretation or misapplication of any condition of employment contained in this Agreement, or of any rule, policy or regulation of the Employer, deemed to be a violation of this Agreement or a claim of discipline without just cause. Nothing shall prohibit the grievant from contending that the alleged violation arises out of an existing mutually accepted past practice. The concept of past practice shall not apply to matters which are solely operational in nature.

B. Employees shall have the right to present grievances in person or through a designated Union Representative at the appropriate step of the grievance procedure. No discussion shall occur on the grievance until the designated Union Representative has been afforded a reasonable opportunity to be present at any grievance meetings with the employee(s).

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

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

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

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

F. The Union, through an authorized Officer or Staff Representative, may grieve an alleged violation concerning the application or interpretation of this Agreement in the manner provided herein. Such grievance shall identify, to

the extent possible, employees affected. The Union may itself grieve alleged violations of Articles conferring rights solely upon the Union.

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

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

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

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

K. Counseling memoranda, annual ratings, and reprimands are not appealable beyond Step Two of the grievance procedure, but less than satisfactory interim rating, follow up rating, or probationary rating grievances of employees with civil service status, are appealable to arbitration.

L. The parties agree that as a principle of contract interpretation employees shall give full performance of duty while a non-dismissal and non-suspension grievance is being processed.

M. Grievances filed before the effective date of the Agreement shall be concluded only under the provisions of the previous agreement as though that agreement were still in effect.

Section 2. Grievance Steps

A. Step One: Informal discussion of complaints between employees and/or stewards and supervisors is encouraged prior to filing of grievances. Within ten (10) week days of receipt of the written grievance from the employee(s) or the designated Union Representative, the supervisor or designated management official will, on his/her own initiative or in response to a request

from the Union or the employee, schedule a meeting with the employee(s) and/or the designated the Union Representative to discuss the grievance. Grievance meetings at Step One involving 2nd or 3rd shift employees shall be held as conveniently as possible to the employee's shift and normally precede or immediately follow the employee's shift.

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

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

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

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

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

In the event the department does not provide the required Step Two answer to a grievance within the time limit above, the union may request the Office of the State Employer to schedule and hold a meeting, within ten (10)

weekdays, where the department will provide an oral response to the grievance sufficient to enable the Union to make an informed decision regarding its merits.

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

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

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

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

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

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

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

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

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

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

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

D. Hearing and Record: The arbitrator shall fix the time and place for each hearing. Either party may be represented by representatives of their own choice. A party wishing a stenographic record shall make arrangements

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

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

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

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

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

Section 3. Time Limits
Grievances may be withdrawn once without prejudice at any step of the grievance procedure. A grievance which has not been settled and has been withdrawn may be reinstated based on new evidence, not previously available, within thirty (30) week days from the date of withdrawal.

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

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

If the Employer Representative with whom a grievance appeal must be filed is located in a city other than that in which the grievance was processed in the

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

Section 4. Retroactivity
Settlement of grievances may or may not be retroactive as the equities of the particular case may demand as determined by the Arbitrator. In any case, where it is determined that the award should be applied retroactively, except for administrative errors relating to the payment of wages, the maximum period of retroactivity allowed shall be a date not earlier than one hundred and eighty (180) calendar days prior to the initiation of the written grievance in Step One.

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

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

Section 5. Exclusive Procedure
Except as otherwise provided in the Civil Service Rules or Regulations, the grievance procedure set out above shall be exclusive and shall replace any other procedure for adjustment of grievances.

Section 6. Processing Grievances
Whenever possible, the Grievant, or group grievance representative, and the designated Union Representative shall utilize non-work time to consult and prepare. When such preparation is not possible, the grievant or group grievance representative(s) and the designated representative will be permitted a reasonable amount of time, not to exceed one-half (½) hour without loss of pay, for consultation and preparation immediately prior to any scheduled grievance step meeting during their regularly scheduled hours of employment. Overtime is not authorized.

One (1) designated Steward or Chief Steward and the grievant will be permitted to process a grievance without loss of pay. In a group grievance a Steward or Chief Steward and/or Union Staff Representative, and up to two (2) grievants

shall be entitled to appear without loss of pay to represent the group. The Steward or Chief Steward must have jurisdiction at one of the work sites represented in the grievance.

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

Section 7. Documents and Witnesses
Upon written request, the Union shall receive specific documents or records available from the Employer, in accordance with or not prohibited by law, and pertinent to the grievance under consideration. Discretion permitted under the Freedom of Information Act shall not be impaired by this Section.

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

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

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

Article 10
Disciplinary Action

Section 1. General
The parties recognize the authority of the Employer to reprimand in writing, suspend, discharge or take other appropriate disciplinary or corrective action against an employee only for just cause. Discipline, when invoked, will normally be progressive in nature; however, the Employer shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation.

Section 2. Investigation and Representation
Allegations or other assertions of failure of proper employee conduct or performance are not charges, but constitute a basis for appropriate investigation by the Employer. The parties agree that disciplinary action must be supported by timely and accurate investigation. The employee will cooperate in the investigation, to the extent possible including responding to questions related to the investigation. Such investigations must be initiated within fifteen (15) weekdays from the date that the Employer knew or could reasonably have known of the employee's improper conduct or performance. Failure of the Employer to act within the above cited time limit shall bar the Employer from taking any action against the Employee relative to the specific conduct in question. Except in unusual circumstances, such investigation shall be completed within 15 week days of the initiation of the investigation.

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

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

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

Section 3. Disciplinary Action and Conference
Except as otherwise provided in sections 3B and 4 of this Article, a disciplinary conference shall be held within thirty (30) calendar days of completion of the

investigation, and discipline, if any, shall be imposed within thirty (30) calendar days of the disciplinary conference.

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

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

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

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

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

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

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

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

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

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

Section 4. Emergency Disciplinary Action

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

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

   Nothing herein shall prevent an employee from grieving the reasonableness of a suspension under this subsection, where the employee contends that the charge does not arise out of the job, or is not related to the job, except that suspension for a felony charge shall not be appealable while such charge is

pending. The grievance may be filed directly to Step Two (2) and shall be promptly arbitrated.

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

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

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

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

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

Section 5. Resignation in Lieu of Disciplinary Action

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

Article 11
Counseling and Performance Review

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

Section 1. Performance Discussion or Review
The parties recognize that supervisors are required to periodically discuss and review work performance with employees. Such discussions are not investigations, but are opportunities to evaluate and discuss employee performance and, as such, are the prerogative and responsibility of the Employer. An employee shall not have the right to a Union Representative during such performance discussion or review. Any discussions or documentation related to performance review shall remain confidential within the department unless disclosed by the employee. Only authorized Employer representatives, the employee, and the Union representatives authorized by the employee in writing, shall possess or have access to such records. Authorized Employer representatives within the department shall be limited to the employee's supervisors and Office of Human Resources personnel who are assigned responsibility for the employee in question. This section shall not be construed to expand or diminish a right of access to records as provided by the Michigan Freedom of Information Act, being act 442 of Public Acts of 1976, as amended, or as provided by the Bullard Plawecki Employee Right to Know Act, being act 397 of Public Acts of 1978, as amended.

Section 2. Informal Counseling
Informal counseling may be undertaken when, in the discretion of the Employer, it is deemed necessary to improve performance, instruct the employee and/or attempt to avoid the need for disciplinary measures. Informal counseling will not be written up or recorded, except for the personal use of the participants.

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

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

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

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

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

Section 4. Removal of Counseling Records
Neither performance review, informal nor formal counseling shall be considered as disciplinary action nor as prerequisites to disciplinary action. The record of counseling shall be removed from the employee's personnel file after twelve (12) months of satisfactory performance during which the employee has not received a less-than-satisfactory service rating, been the subject of disciplinary action which has not been reversed, or received further formal counseling for the same or similar reason(s). In the event the Employer fails to remove the above-cited material at the conclusion of 12 months of satisfactory service as defined above such removal shall take place immediately upon discovery of the error or following the request of the employee.

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

Section 5. Relationship to Disciplinary Action
Nothing in this Article shall prohibit the Employer from taking disciplinary action without the necessity of prior informal or formal counseling against an employee who, in the judgment of the Employer, commits a sufficiently serious offense.

Article 12
Seniority

Section 1. Benefit Seniority

A. Definition: For the purposes indicated below, benefit seniority shall consist of the total number of continuous service hours of an employee in the state classified service, including non-classified service currently creditable under Civil Service Rules. No hours paid in excess of eighty (80) in a biweekly pay period shall be credited. No hours shall be credited for service in non-career appointments, on lost time, suspension without pay, leave of absence without pay (except for military leave of absence for up to 10,400 hours), or layoff.

B. Application: Benefit Seniority as defined above shall only be used for:

(1) Annual Leave Accrual.

(2) Longevity pay.

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

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

(1) Quits or resigns; or

(2) Is discharged; or

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

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

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

(6) Retires or is retired.

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

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

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

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

Section 2. Bargaining Unit Seniority

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

(1) Military service time earned prior to appointment to the state classified service;

(2) Service in any excepted or exempted position in State Government which immediately preceded entry into the state classified service;

(3) More than 1040 hours of service in a position defined as "excluded" under the Employee Relations Policy, if such service was earned after the effective date of this Agreement.

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

(1) Vacation Scheduling (Article 25); and

(2) Assignment and Transfer (Article 16); and

(3) Layoff, Reduction of Hours and Recall (Article 13); and

(4) Such other purposes expressly agreed to by the parties.

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

Section 3. Seniority Lists

A. Benefit Seniority Lists: Shall be prepared by the Employer structured by Department, Agency, Mail Code or TKU, Class and Level, and continuous service hours in descending order, of all Bargaining Unit employees on the

payroll on the preparation date. In April and October of each year, the Employer shall provide to the designated Union representative this list electronically, without cost to the Union.

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

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

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

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

Section 4. Limitations
Initial probationary employees shall not be granted, and shall not exercise, any seniority rights as specified in this Agreement. Upon successful completion of the initial probationary period, such employees shall receive seniority credit for the hours accumulated during the probationary period and their name shall be entered on the seniority lists.

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

Section 5. Construction/Coordination of New Seniority Lists
The Employer shall continue to use the seniority lists used prior to the effective date of this Agreement until a new seniority list is established pursuant to this Section.

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

Article 13
Layoff, Reduction of Hours, and Recall

Section 1. Layoff and Option of Reduction of Hours

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

(1) An Executive Order, if issued and approved, reducing departmental spending and/or wage and salary appropriations, shall permit the Employer to lay off unit employees as necessary to comply with such order.

(2) Department and agency reductions in spending in preparation for lapses in spending authorizations necessary to balance the state's budget, in accordance with instructions to departments approved by the Governor, shall permit the Employer to lay off unit employees.

(3) It is understood and agreed that Sections 5 and 6 of this Article contain alternatives to indefinite layoff.

(4) No arbitrator may attach any conditions to the use of indefinite layoffs or options provided below which are not expressly provided in the language of this Article.

B. Application of Procedure:

(1) Layoff, bumping, recall, reduction of hours, and temporary layoffs of Bargaining Unit employees shall be exclusively governed by and in accordance with this contract and this Article.

(2) The expiration of a limited term appointment shall not be considered a layoff for purposes of this Article, except as otherwise provided in this Agreement. An employee with status acquired in a limited term appointment, and separated because of the expiration of that appointment, may be reinstated within three (3) years in any vacancy in any department in the same class and level as that from which the employee was separated. Such reinstatement may precede employment of any person from a promotional list and any person with less seniority on a layoff list. However, in the case of a Continuing State Classified Employee who accepted an appointment to a limited term position, the employee may exercise employment preference at the end of the limited-term appointment. Employment preference begins at the last classification level at which the employee achieved status in an indefinite appointment before accepting the limited-term appointment.

Employment preference may be exercised only within the principal department or autonomous agency that appointed the employee to the limited term appointment.

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.

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

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

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

Section 2. Voluntary Layoffs
The parties agree to support any necessary change in rule or law to make it possible for a more senior employee to voluntarily agree to accept layoff for a minimum period of three (3) months without loss of eligibility for unemployment compensation. The parties also agree that any additional agreement reached between them during the term of this contract regarding Employer and employee rights and responsibility in the event voluntary layoffs are used shall become incorporated as an appendix to this Agreement.

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

Section 3. Voluntary Reduction in Hours
Nothing in this Article shall prohibit the Employer from granting an individual employee request to reduce his/her hours, consistent with operational needs.

Section 4. General Layoff Procedure
A. Selection of Positions: When the Employer determines that a general (indefinite) layoff is to take place, the Employer shall determine the position(s) in which services are to be reduced and which are to be abolished. No obligation exists to select positions for elimination on the basis of the incumbents' seniority.

B. Individual Layoff Notice: An employee occupying a position identified in accordance with Subsection A above shall have the right to either accept layoff from state employment or, as permitted by his/her seniority, to bump to another position for which he/she is qualified in accordance with this Section. An employee occupying a position designated for layoff, and an employee who may or will be bumped from his/her position as a result of such layoff, shall be entitled to receive fifteen (l5) calendar days forenotice by first class mail from the Employer of such fact.

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

a. Ties in Seniority: In the event two (2) or more employees are tied in seniority, seniority for purposes of breaking the tie shall be determined by length of continuous service at the current level and any higher level(s) and then at successively lower levels of service. Ties in seniority which cannot be resolved on the basis of seniority in

accordance with this Section shall be resolved by reference to the employee's social security number with the highest being deemed as the most senior.

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

Association President;

Statewide Grievance Chairperson;

One Chief Steward in each of fourteen (14) designated areas.

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

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

An excluded employee who moved to such excluded employment prior to January 13, 1983 shall retain all seniority earned up to January 13, 1983, and thereafter up to l040 continuous service hours in such non-Unit employment. An excluded employee who moves to such excluded employment on or after January 13, 1983 shall retain all continuous service for purposes of seniority earned up to the effective date of such excluded employment, and thereafter up to l040 continuous service hours in such excluded employment.

d. Non-Status Employees: An employee who has not achieved status in any class or level in the state classified service shall be considered less senior, regardless of continuous service hours, than any other employee in the non-statused employee's current class and level and

layoff unit, if such other employee has achieved status in at least one classification in the state classified service.

e. Reinstated Employees: If a discharged employee is reinstated by an Arbitrator pursuant to this contract, and would have been laid off during the period of separation but for the discharge, the employee shall be credited with only the seniority he/she would have accrued, but for the discharge, up to the effective date of layoff, and the fifteen (I5) day notification period shall be waived in such circumstances.

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

D. Bumping Procedure:

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

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

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

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

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

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

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

a. Full-time employees first displace the least senior full-time employee; the least senior full-time employee is then given the option of displacing the least senior part-time employee or of accepting layoff; then of displacing the least senior permanent-intermittent employee or of accepting layoff.

b. Part-time employees first displace the least senior part-time employee; then the least senior part-time employee is given the option of displacing the least senior permanent-intermittent employee or of accepting layoff.

c. Permanent-intermittent (PI) employees first displace the least senior PI employee; the least senior PI is given the option of displacing the least senior part-time employee or of accepting layoff.

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

(3) Except as provided in Section 4C (1)c of this Article for excluded employees, and non-exclusively represented employees, employees in this Bargaining Unit shall not be entitled to bump into a position outside of this Bargaining Unit, and employees outside of this Bargaining Unit shall have no right to bump into a position in this Bargaining Unit, unless the Association, the Employer, and the other bargaining agent for such positions outside the Bargaining Unit, in their respective discretions, enter into an agreement to permit such inter-Unit bumping, but then only in accordance with the terms of such tri-lateral agreement. Nothing herein shall be construed as an obligation for either the Employer or the

Association to enter into such agreement with any party who is not a party for this Agreement. No employee covered by this Section shall be allowed to fill a vacancy in the Bargaining Unit except in accordance with the provisions of this Section or in accordance with Article 16, Assignment and Transfer, of this Agreement.

E. Seniority Exceptions in Layoffs:

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

(1) Selective Certification requirements approved by the Department of Civil Service;

(2) Maintaining and administering an affirmative action program in accordance with applicable law and when approved in advance by the State Personnel Director.

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

The Appointing Authority shall give the Association concurrent written notice when it requests approval from the Department of Civil Service for selective certification.

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

Section 5. Reduction of Hours

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

Section 6. Temporary Layoffs - Employer Option

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

(1) Unanticipated losses of funding which the department or agency does not expect to obtain or make up within the temporary layoff period. Issuance of a Governor's Executive Order approved by the Legislature shall be evidence of unanticipated loss of funding. Losses of or reductions in federal funds, restricted state funds, bond sales or any

other source of state revenues shall also qualify as unanticipated losses of funding under this section; or

(2) Temporary lack of work, equipment, or materials due to circumstances or events beyond the Employer's control; or

(3) Natural disaster, lack of utilities or civil disruption that, in the judgment of the Employer, makes premises at a work site inaccessible or unusable; or

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

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

(1) The cumulative period per employee may not exceed six (6) calendar days per fiscal year;

(2) All employees in a class and level shall be laid off in approximately equal numbers for an equal number of days; and

(3) Such sequential layoff days shall be on successive work days.

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

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

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

Section 7. Recall Lists

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If no qualified employee is on such Layoff Unit Recall List, the Employer shall recall the most senior qualified employee 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.

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

If no qualified employee is on such Departmental Recall List, the Employer shall recall one of the three most senior qualified employees 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 would accept recall.

Recall lists shall not be combined with referral lists, nor with promotional or open competitive registers.

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

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

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

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

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

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

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

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

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

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

Section 8. Temporary and Other Recall
Employees laid off from State employment may designate agreement to be recalled on a temporary basis (not to exceed sixty (60) calendar days) to a Primary or Secondary Class in his/her layoff unit. Temporary recall shall be on the basis of the most senior qualified employees designating such agreement. Refusal of such recall shall cause the employee to be removed from the temporary recall list, but such removal shall not affect the employee's place on a permanent recall list.

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

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

Section 10. Coordination of Recall
Recall shall be on the basis of the contractual definition of seniority. Employees laid off (or bumped) prior to the January 13, 1983 whose seniority recalculation would have the effect of making them more senior than an employee still working in the class and level shall not be entitled to displace the employee still working.

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

Section 11. Annual Leave Restoration
An employee who has been laid off from state employment, and whose annual leave balance has been paid off, who is later recalled, may elect to "buy back" annual leave in accordance with the provisions of Article 25, Section 2H, Annual Leave Buy Back.

Article 14
Health and Safety

Section 1. General
The Employer shall make every reasonable effort to provide a safe and healthful place of employment free from recognizable hazards. All employees shall be required to comply with safety/health rules and regulations established by the Employer. If an employee has justifiable reason to believe that his/her safety and health are endangered due to an alleged unsafe working condition, or alleged unsafe equipment, the employee shall inform the supervisor.

Section 2. Physical and Mental Health Examinations
Whenever the Employer requires an employee to submit to a medical examination, psychiatric examination, x-rays or inoculations, or test, the Employer shall pay the entire cost of such services not covered by health insurance programs. An employee required to take a medical or psychiatric examination and who objects to the exam by a State employed doctor may be examined by a doctor mutually approved. In the absence of mutual agreement, the parties will select a physician from recommendation by a county or local medical society, by alternate striking if necessary.

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

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

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

Section 4. Employee Services
The Union and the Employer recognize that less than satisfactory performance can be a consequence of behavioral difficulties attendant to physical, emotional or mental illness, substance abuse or family and personal conflicts. Without diminishing the Employer's right to discipline employees for just cause, the Employer shall maintain existing Employee Services Program and/or advise employees relative to counseling and other reasonable or appropriate services

available to employees. Appropriate consideration, prior to disciplinary determinations, shall be given to an employee's involvement in such programs. The Union agrees to encourage employees afflicted with any such condition to participate in these services.

Section 5. First Aid
It is the expressed policy of the Employer and the Union to cooperate and to promptly resolve health and/or safety problems in all work locations under the Employer's control.

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

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

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

Section 6. Inspections
Whenever an inspector or investigator from any federal governmental organization if authorized, or the state, makes a safety or health inspection at a work place, the Union shall be notified as much in advance as possible by the Employer. A local Union representative, preauthorized by the Union if on duty at such work place, shall be released from work without loss of pay or benefits to accompany such inspector or investigator in his/her inspection. The Employer shall not diminish such Union official's rights to ask questions and/or make appropriate statements pertaining to the subject inspection. The Employer agrees to implement the results of any such investigation in accordance with the provisions of Article 14, Section 11.

Section 7. Health and Safety Committees
where a Department Health and Safety committee has been established the Union shall be permitted one (1) representative. Additional representatives may be added upon mutual agreement.

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

The purpose of the Committee is to engage in Health and Safety related activities such as review accident reports or potentially hazardous situations; receive and investigate allegations of possible safety violations; review existing safety policies, procedures and/or equipment; review or develop alternate methods,

procedures or equipment and make recommendations; address public awareness campaigns; develop training programs and/or policies and cooperatively support full compliance with established safety procedures and proper use of safety equipment.

Section 8. Employee Safety
In a situation which the Employer determines presents immediate danger to an employee(s), the Employer shall immediately correct the dangerous situation to the extent possible, or such employee(s) shall be either:

A. Relocated to another work site, or

B. Put on administrative leave (not to exceed seven (7) calendar days) until the work location has been made safe and healthful.

C. An employee who has reasonable cause to believe he/she is in imminent danger of loss of life or serious bodily injury may leave the work site to notify a supervisor or higher authority after taking reasonable measures to protect the public, other employees and/or the property of the Employer.

Section 9. Emergency and Evacuation Plans
The Appointing Authority shall provide the Union with copies of non-confidential portions of all current emergency and evacuation plans and shall also provide copies of such plans as they are changed and/or updated.

Section 10. Protective Footwear, Clothing and Devices
The Employer reserves the right to require employees to wear protective clothing (including footwear) or protective devices, to protect employees from existing or potential safety or health hazards.

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

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

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

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

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

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

Section 11. Compliance Limitations
The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any Section of this Article due to lack of funds, the Employer shall make a positive effort to obtain the necessary funds. In the event such funds are not available, the employee shall not, as a condition of employment, be required to provide protective clothing, devices, or footwear, at their own expense, nor shall they be required to continue to work without the required protective clothing, devices or footwear.

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

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

Article 15
Labor-Management Meetings

Section 1. Purpose
Labor-Management meetings shall be for the purpose of maintaining communications in order to cooperatively discuss and resolve problems of mutual concern to the parties.

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

(a) Administration of the Agreement;

(b) General information of interest to the parties;

(c) Expression of employee's views or suggestions on subjects of interest to employees of the representation unit;

(d) Recommendations of the Health and Safety Committee on matters relating to the representation unit employees in the department.

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

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

Section 2. Representation
The Union shall designate its representatives to such departmental meetings in accordance with this Section. In the Department of Transportation the Union shall designate up to five (5) permanent representatives who shall be employees in this unit. The Union may designate not more than five (5) additional representatives to participate in such meetings, based upon the matters scheduled in the Agenda. In all other departmental-level meetings, the Union shall be entitled to designate up to three (3) permanent representatives who shall be employees in the unit.

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

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

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

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

Section 4. Pay Status of Union Representatives
Up to the limit established in this Article, Union Representatives to Labor-Management meetings shall be permitted reasonable time off without loss of pay or benefits from scheduled work for necessary travel and attendance at such meetings. For purposes of pay only, properly designated Union representatives from the afternoon or midnight shifts shall be permitted an equivalent amount of time off from scheduled work on their upcoming or previous shift. Such meetings may be rotated among shifts, as the parties may mutually agree. Overtime and travel expenses are not authorized. Under no circumstances shall more than ten (10) representation unit employees attend such meetings without loss of pay.

Section 5. State Employer
As may be mutually agreed, the State Employer may meet with representatives of the Union. Discussions at these meetings shall include, but not be limited to, administration of this Agreement.

Article 16
Assignment and Transfer

Section 1. Definitions

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

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

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

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

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

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

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

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

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

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

(1) A building within a work location.

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

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

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

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

Section 2. Right of Assignment
Except as provided in this Article, the Employer shall have the right and responsibility to assign employees within an agency or work location. The Employer shall have the right to temporarily fill a vacancy until it is filled permanently. In filling a vacancy the Employer shall continue to have the right to assign a qualified employee subject only to the provisions of this Article.

Section 3. Transfer
The Appointing Authority shall establish transfer lists at the beginning of the calendar year for permanent vacancies. An employee shall request transfer by notifying the Appointing Authority in writing, with a copy to the Union, of the work locations to which the employee desires a transfer within his/her current class and level. Requests received by the 20th of a month shall become effective on the 1st of the following month. The transfer lists shall expire at the end of the calendar year.

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

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

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

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

Section 4. Filling Vacancies
A. Procedure: Vacancies must be filled by transfers in accordance with Section 5, prior to the initiation of any reassignments, except for reassignments within a work location, or conduct reassignment.

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

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

Section 5. Reassignment and Transfer Procedure
Reassignments and transfers shall be made in accordance with the procedure of this Section, with the exception of reassignments in accordance with Section 4.

A. Filling Vacancies by Transfer:
   (1) The Employer shall select from the existing transfer roster the most senior person in the same class and level as the vacant position.
   (2) In the event the vacancy is not filled in accordance with paragraph 1 above, the Employer shall fill the vacant position by recall from layoff in accordance with Article 13.
   (3) In the event the vacancy is not filled in accordance with paragraphs 1 or 2 above, the Employer shall advertise the vacancy and notify employees that acceptance of the vacant position shall be considered a transfer and select one of the three most senior persons in the same class and level as the vacant position.
   (4) In the event there are less than three qualified persons, or In the event the vacancy is not filled in accordance with paragraphs 1 or 2 above, the Employer may elect to fill the vacancy in a manner of its choosing, including but not limited to promotion, hiring, reassignment, etc.
   (5) Exceptions. The Employer shall not be required to transfer any of the following employees from a transfer list:
      a. An employee who has received a disciplinary suspension within one year preceding the date of the transfer request or during the period between the application date and the date the employee is considered for transfer;
      b. An employee who has transferred from the transfer list within the last six (6) months; or,

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

B. Filling Vacancies By Reassignment From Another Work Location:
In the event the Employer chooses to fill a vacancy by reassignment from another work location, the following procedure shall apply:

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

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

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

a. Part-time employee;

b. Seasonal employee;

c. Full-time employee.

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

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

Article 17
Hours of Work and Overtime

Section 1. Biweekly Work Period
The work period is defined as eighty (80) hours of work normally performed on ten (10) work days within the fourteen (14) consecutive calendar days which coincide with current biweekly pay periods.

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

Section 3. Work Shift
The work shift shall normally consist of eight (8) consecutive work hours which may be interrupted by a meal period. For purposes of this Article the following work shifts are defined:

Day Shift -	Starts between 5:00 am and l:59 pm
Afternoon Shift -	Starts between 2:00 pm and 9:59 pm
Evening Shift -	Starts between l0:00 pm and 4:59 am

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

Section 4. Work Schedules
Work schedules are defined as an employee's assigned shift, work days and days off. Schedules not maintained on a regular basis or on a fixed rotation basis shall be established as far in advance as possible, but at least fourteen (14) calendar days prior to the beginning of the pay period to be worked.

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

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

Any changes in scheduling shall be confirmed in writing to the employee. For employees who regularly work a standard eight (8) hour day, five (5) day week, changes in work shifts shall be handled by the Employer first seeking qualified volunteers. In the event that there are more volunteers than are needed, the most senior qualified employee shall be selected. In the event that there is an insufficient number of volunteers, the Employer shall assign qualified employees on an inverse seniority basis.

Section 5. Meal Periods
In accordance with current practice, work schedules shall provide for the work shift to be broken at approximately midpoint 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. Such meal periods may not be rescheduled arbitrarily.

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

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

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

Section 6. Rest Periods
Unless the granting of these rest periods would result in the employer having to pay overtime or to add additional personnel to the work site, there shall be two (2) rest periods of fifteen (15) minutes each during each regular eight (8) hour work shift; one during the first half of the shift and one during the second half of the shift. The Employer retains the right to schedule employee's rest periods and to shorten such periods to fulfill operational needs on a particular day. Current practices regarding breaks taken in the course of operational duties or on an irregular basis may be maintained. Rest periods shall not be accumulated and, when not taken, shall not be the basis for additional pay or time off. Current practice regarding rest periods during overtime periods shall continue.

Section 7. Call Back

Call back is defined as the act of contacting an employee and requesting that the employee report for work and be ready and able to perform assigned duties at a time other than his/her regular work schedule. Employees who are called back and whose call back hours are not contiguous with their regular working hours will be guaranteed a minimum of three (3) hours compensation. Eligible call back time will be paid at the premium rate, provided that the called back employee has been in pay status more than eight (8) hours in that day (except for employees working on a modified work schedule) or forty (40) hours in a seven day period, except for the hospital exemption contained in Article 17, Section 10 of this Agreement.

Section 8. Alternative Work Patterns

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

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

1. All requests for an alternate work schedule are on an individual and completely voluntary basis.

2. Discretion to approve or disapprove an employee's request to work an alternate work schedule is reserved to the supervisor and appointing authority.

3. The appointing authority may terminate an employee's alternate work schedule with a minimum of two (2) weeks notice to the employee.

4. Employees working under an alternate work schedule in accordance with this subsection may return to their previous schedule with a minimum of two (2) weeks notice to the immediate supervisor.

5. Termination of an alternate work schedule shall be at the end of a pay period.

6. Termination by the appointing authority of an alternate work schedule shall not be grievable.

7. Employees working an alternative work schedule under this agreement shall be scheduled to work four (4) ten (10) hour days within a work week; or four (4) nine (9) hour days plus one (1) four (4) hour day within a work week as agreed to with their immediate supervisor.

8. Employees may be required to temporarily modify their alternate work schedule in order to meet operational needs.

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

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

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

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

    b. Scheduled vacations;

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

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

Section 9. 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. 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.

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

Plan A. Biweekly scheduled hours reduction.

A.1. Eligibility.

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

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.

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

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.

A.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.

A.4. Leave accruals and service credit

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

Participation in plan A does not alter the conditions for the use of annual leave. It shall be the employee's responsibility to monitor the balance in

his/her annual leave counter. Approval of annual leave for employees at the annual leave cap is not guaranteed.

Plan C. Leave of absence.

C.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.

C.2. Definition.

With the approval of the supervisor and the appointing authority, an employee may elect to take one (1) unpaid leave of absence during the fiscal year for a period of not less than one (1) pay period and not more than three (3) months. The three (3) month period is not intended to be cumulative. Time off on plan c leave will 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.

C.3. Insurances.

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

C.4. Leave accruals.

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

C.5. Service credit.

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

SECTION 10. No Guarantee Or Limitation
This Article is intended to be construed only as a basis for scheduling and overtime, and shall not be construed as a guarantee or limitation of work per day or per work period. However, if the Employer intends to unilaterally alter the forty hour work week, the Employer agrees to meet with the Union prior to implementing a schedule change. Overtime shall not be paid more than once for the same hours worked.

Section 11. Definitions

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

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

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

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

Section 12. Overtime Compensation
The Employer agrees to compensate employees at the premium rate in cash or to allow the employees to earn compensatory time at time and one half (1½), in accordance with Section 12 of this Article, for all time defined as overtime.

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

For purposes of calculating overtime pay, compensatory time, annual leave, sick leave and holiday pay shall be treated as time worked.

Section 13. Compensatory Time
Compensatory time systems in existence on the effective date of this Agreement shall continue. Compensatory time systems shall be a proper subject for secondary negotiations.

Compensatory time shall be credited at the rate of one and one-half (1½) times the number of hours worked. Employees who wish to use earned compensatory time may do so only with prior approval of their supervisor but subject to the same criteria as applicable to annual leave. Compensatory time must be utilized

before the employee uses annual leave credits except where an employee would lose annual leave credits because of the maximum allowable annual leave accumulation.

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

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

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

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

Section 14. Pyramiding
Premium payments shall not be duplicated (Pyramided) for the same hours worked.

Section 15. Overtime Distribution Procedure
A. General:
The Employer has the right to require an employee to work overtime. Overtime work shall be scheduled solely in accordance with the provisions of this Article.

Except in emergency situations, overtime work shall be offered to employees on the basis of seniority and shall be equitably distributed among employees within the classification on a shift in the overtime unit in a manner which will give each employee an equal share of the overtime hours, to the extent possible. Each employee in the overtime unit shall be selected in turn

according to his/her place on the seniority list by rotation; provided however, that the employee whose turn it is to work must possess the qualifications and ability required to perform the work, if any.

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

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

The Union recognizes that work in progress shall be completed by the employee performing the work at the end of the regular shift. Work in progress means continuous work with no break in time between the end of the regularly scheduled shift and the start of overtime.

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

B. Department of Transportation:
The following shall apply to Department of Transportation employees regarding overtime equalization.

(1) Overtime equalization units are:

a. All Construction Technicians 11 and 12 at a worksite

b. All permanent Construction Technicians 8-E10 at a worksite

c. All temporary Construction Technicians 8-E10 at a worksite

d. All Construction Aides 6-E7 at a worksite

e. In all other divisions, the Technician 11 and below at a worksite, except at the MDOT building in Lansing, where the overtime equalization units are established in accordance with the settlement agreement reached by the parties in FMCS 97-19786-CSR #3.

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

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

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

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

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

a. Permanent full-time employees will be offered overtime before employees in any other employment type.

b. Temporary employees will only work overtime after all full-time employees are working or are not available for overtime. These employees shall have such available overtime balanced among themselves on a pro-rated basis in accordance with their actual hours worked, in the same manner as permanent, full-time employees.

c. "Student Assistants"/Co-op Construction Aides 6 - E7 will only work overtime when no permanent Construction and Engineering Technicians or Construction and Engineering Aides are available or all Construction and Engineering Technicians and Aides are working and additional personnel is needed.

(5) Availability and Notification:

a. All employees will be considered as available for scheduled overtime unless they voluntarily remove their names in writing from consideration for scheduled overtime. Employees may remove themselves from consideration, unless mandatory overtime is required, for any period of time of at least a biweekly pay period. Employees who wish to remove their names from the overtime roster for any period of time must submit such request in writing. Such request may be withdrawn at any time, with at least

two (2) weeks notice. Employees who make themselves unavailable for overtime under this provision will be credited with the highest number of overtime hours worked by an individual within their overtime unit during the period of unavailability.

b. Employees will be required to leave a telephone number where they can be contacted in case scheduled overtime is canceled. Failure of the employee to leave such number, or to respond after reasonable attempts by the Employer to make contact, will result in the Employer being relieved of any responsibility to pay the employee in the event the employee shows up for the canceled shift.

(6) Employees newly entering an overtime unit will be credited with the same number of total overtime hours (worked plus unavailable), as the employee with the highest number of hours in the new overtime unit.

(7) a. Employees on an approved leave of absence, sick leave, annual leave, compensatory time or temporary assignment having a duration of more than ten consecutive work days, upon return will be credited with the highest number of overtime hours worked by an individual within their overtime equalization unit during their period of unavailability.

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

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

(9) Employees who return from Winter Assignment after April 1 will be given the opportunity to work the amount of overtime hours necessary to bring them equal to the highest number of overtime hours credited to any less senior employee in the overtime unit, minus any overtime hours previously worked by that employee in

that overtime unit. All such calculations shall be made within the same calendar year.

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

1) Overtime equalization unit:

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

(2) Overtime equalization:

In accordance with the settlement agreement for grievance #MSP GT1-92/UTEA #119-91-MSP-2, all overtime hours will be equalized to the extent possible per Article 17, Section 14, of the Agreement existing between the State of Michigan and the United Technical Employees Association.

(3) Definitions:

a. Overtime worked -- all overtime hours worked by employees shall be considered as overtime worked.

b. Overtime refused -- when an employee is offered the opportunity to work scheduled overtime and said employee refuses such opportunity, such employee shall be credited with the overtime hours refused or when an employee is offered the opportunity to perform functions which might result in overtime and said employee refuses such opportunity, such employee shall be credited with the overtime hours worked by another employee during the period of refusal.

c. Unqualified overtime --an employee who is not qualified to perform the function required during scheduled overtime or to perform functions which might result in overtime, shall not be offered the opportunity to work such overtime, and shall be credited with the overtime hours worked by another employee during such period of time. Employees deemed by the department to be unqualified shall have the right to grieve such determination.

(4) Overtime recording:

a. Each category of overtime listed in number three (3) above shall be recorded separately.

b. All hours in each category shall be totaled at the end of each biweekly pay period so that each employee will know the total number of overtime hours with which they have been credited or charged, fiscal year to date, at the end of each biweekly pay period.

(5) Overtime balancing:

a. All employees will have their overtime balanced in accordance with number two (2) above during the period commencing October 1 of each year and ending on September 30 of the following year.

b. All employees will begin October 1 of each year with zero overtime hours.

c. Grievances relating to the improper equalization of overtime shall be considered timely if filed within fifteen (15) days of the final posting of the year-end overtime roster.

(6) Entrance into overtime unit:

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

(7) Availability:

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

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

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

A. In the event the employee's drive time from his/her home to his/her TWS does not exceed the drive time between the employee's home and his/her OWS by at least fifteen (15) minutes, the employee shall continue to be paid for his/her normal work day.

B. In the event the employee's drive time from his/her home to his/her TWS exceeds the drive time between the employee's home and his/her OWS by at least fifteen (15) minutes, the employee's work schedule may be adjusted, or should the work day not be shortened, such time shall be added to the employee's work day and the employee shall be paid for such time at the appropriate overtime rate.

C. Numbers 1 and 2 above shall also apply to the employee's return trip from his/her TWS to his/her home.

D. None of the above shall apply in the event an employee is instructed that he/she can report to his/her TWS after the start of the shift and/or leave his/her TWS prior to the end of the shift in an amount of time equal to the excess time which the employee drives between his/her house and his/her TWS.

Article 18
Leaves of Absence Without Pay

Section 1. Eligibility
Employees shall have the right to request a leave of absence without pay in accordance with the provisions of this Article after the successful completion of their probationary period. The leaves of absence without pay listed in this Article are illustrative of the specific types of such leaves of absence and are not all inclusive.

Section 2. Request Procedure
Any request for a leave of absence without pay shall be submitted in writing by the employee to the employee's immediate supervisor at least, except under emergency circumstances, thirty (30) calendar days in advance of the proposed commencement date for the leave. The request shall state the reason for and the length of the leave of absence being requested.

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

Section 3. Approval
Except as otherwise provided in this Agreement, employees may be granted a leave of absence without pay at the discretion of the Appointing Authority for a period up to six (6) months. The Employer shall consider its operational needs, the employee's length of service, performance record and leave of absence history in reviewing requests for a leave of absence. Appointing Authority determinations under this Section shall not be arbitrary, discriminatory or capricious. Only under bona fide mitigating circumstances may a leave of absence be extended beyond six (6) months.

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

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

Section 4. Educational Leave of Absence
The Employer may approve an individual employee's written request for a full-time educational leave of absence without pay for an initial period of time up to one (1) year if the employee fulfills the following criteria.

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

Section 5. Medical Leave of Absence

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

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

In all other circumstances, a request to extend a medical leave of absence for more than one (1) year may be granted in the sole discretion of the Employer, and only upon sufficient evidence being presented that the employee will, upon expiration of the extension, be able to return to full performance of duties. A denial of such request shall not be grievable, except under Article 23, Section 2, Non-Discrimination. Employees who have completed an initial probationary period and are in satisfactory employment status, and who after providing the information as required by this article, are subsequently not granted a medical

leave of absence, shall upon providing medical certification of the employee's ability to return to their regular job responsibilities, be entitled upon request to have their name placed on the Departmental recall list in accordance with Article 13 provided that such medical certification is presented within two years of the date of medical layoff. This option may only be exercised once in a career. Employees recalled under this provision shall not have such time treated as a break in service.

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

Section 6. Military Leave
Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave of absence as provided under Civil Service Commission Rules and Regulations and applicable statutes.

Section 7. Leave for Association Business
The Employer shall grant requests for leaves of absence to employees in this Unit upon written request of the Union and upon written request of the employee, subject to the following limitations:

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

B. If the requested leave of absence is for the purpose of permitting the employee to serve in an elective or appointive office with the Union, the request shall state what the office is, the term of such office and its expiration date. This leave shall cover the period from the initial date of election or appointment through the expiration of the first full term of office, not to exceed three (3) years.

C. If the requested leave of absence is for the purpose of permitting the employee to serve as a staff representative for the Union, such leave shall be for a minimum of six (6) months but shall not exceed three (3) years.

D. The Employer is not obligated to grant such leaves of absence for more than one (1) employee from any one Department.

Section 8. Waived Rights Leave of Absence
The Employer may grant a waived rights leave of absence to an employee in those situations for which a regular leave of absence is not granted. Employees do not have the right to return to state service at the end of a waived rights leave of absence but will have the continuous nature of their service protected, provided they return to work prior to the expiration of such leave. All requests for a waived rights leave of absence must be made to the Employee's Appointing

Authority in writing specifying the reason for the request. An employee granted a waived rights leave of absence may not carry any annual leave balance during such leave.

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

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

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

Section 10. Return from Leave of Absence
An employee returning from an approved leave of absence of sixty (60) calendar days or less will be restored to his/her previous permanent assignment.

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

Section 11. 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.

Article 19
Personnel Files

Section 1. General
There shall be only one official personnel file maintained for an employee. For purposes of record keeping, copies of information contained in the official personnel file may be kept at the employee's work location.

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

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

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

Section 2. Access
Access to and usage of individual personnel files shall normally be during non-working hours, including lunch and break periods, and in accordance with applicable law and shall be restricted to authorized management personnel, the employee and/or the Union representative when authorized in writing by the employee. An employee shall have the right, upon request, to review his/her personnel file at reasonable intervals and may be accompanied by Union representative(s) if he/she so desires. Upon request, the Employer shall make a copy of documents in a personnel file and furnish such copies to the employee. The employee shall bear the cost of such duplication.

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

Section 3. Employee Notification
A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be provided to the employee (the employee so noting receipt, or the supervisor noting failure of the employee to acknowledge receipt) or sent by certified mail (return receipt requested) to the employee's last address appearing on the Employer's records.

Section 4. Non-Job Related Information
Detrimental information not related to the employment relationship shall not be placed in an employee's personnel file.

Section 5. Time Limits
Upon an employee's written request, records of disciplinary actions/interim service ratings shall be removed from an employee's official personnel file and any other personnel files kept at work locations of the Employer twenty four (24) months following the date on which the action was taken or the rating issued, provided that no new disciplinary action/interim service rating has occurred during such twenty-four (24) month period. Written reprimands/counseling memoranda shall similarly be removed twelve (12) months following the date of issuance provided no new written reprimand/counseling memoranda has been issued during such twelve (12) month period. These provisions shall not prohibit the Employer from maintaining records of disciplinary action arising out of violations of prohibited practices as defined in the Civil Service Rules and Regulations. The provisions of this Section shall apply retroactively. Any record eligible to be expunged under this Section shall not be used in any subsequent hearing concerning the employee.

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

Section 6. Confidentiality of Records
A. General: This Article shall not be construed to expand or diminish a right of access to records as provided by the Freedom of Information Act, being Act 442 of Public Acts of l976, nor as provided by the Bullard Plawecki Employee Right to Know Act, being Act 397 of Public Acts of l978.

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

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

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

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

Article 20
Probationary Employees

Section 1. Definition
The term "probationary employee" as used in this Agreement relates to an employee who has not satisfactorily completed the required initial probationary period of work in the state classified service, as defined in the Civil Service Rules and Regulations.

Article 21
Applicable Law

Section 1. Definition
The parties recognize that this Agreement is subject to the Constitution and Laws of the United States and the State of Michigan. To the extent that any provision(s) of this Agreement, or application thereof, is found to be unlawful or in conflict with the provisions of any such law, by a court of competent jurisdiction, or by the Michigan Civil Service Commission, it shall be modified by negotiations between the parties only to the extent necessary to comply with such laws.

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

Article 22
Maintenance of Benefits

Section 1. Compensation and Economic Benefits
Economic benefits, which were in effect on the effective date of this Agreement, and which are not specifically provided for or abridged by this Agreement, will continue in effect under conditions upon which they had been previously granted, throughout the life of this Agreement, unless altered by mutual consent of the Employer and the Union and approved by the Civil Service Commission.

Section 2. Non-Economic Conditions
The Employer agrees that, in accordance with the current Civil Service Rules and Regulations, terms and conditions of employment which are deemed to be mandatory subjects of bargaining which are in effect on the effective date of this Agreement will continue in effect throughout the life of this Agreement under the conditions upon which they were previously granted, unless otherwise provided for or abridged by this Agreement or the Civil Service Commission, or unless altered by mutual agreement between the Employer and the Union through good faith negotiations and approved by the Commission.

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

Article 23
Miscellaneous

Section 1. Effect of Agreement on Civil Service Rules
The parties recognize that this Agreement is subject to the Rules of the Civil Service Commission and the Civil Service Compensation Plan. The parties therefore adopt and incorporate herein such Rules and implementing documents and provisions of the Compensation Plan as they existed on the effective date of this Agreement which address wages, hours, terms and conditions of employment that are mandatory subjects of bargaining as defined by the Civil Service Rules and Regulations, provided that the subject matter of such Rules and Compensation Plan is not covered in this Agreement.

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

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

Section 2. Non-Discrimination
The Employer and the Union recognize their respective responsibilities under and support federal, state and local laws relating to fair employment practices. The Employer and the Union recognize the principles involved in the area of civil rights and equal employment opportunity. The Employer and the Union hereby affirm in this Agreement their commitment to continue their policy against all forms of illegal discrimination including discrimination with regard to religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. In addition, the Employer and the Union agree not to discriminate on the basis of sexual orientation.

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

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

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

Section 3. Wage Assignments and Garnishments
The Employer shall not impose disciplinary action against an employee for any wage assignments or garnishments. The Employer may engage in non-disciplinary counseling with the employee. Where possible, the employee shall be given advance notice of garnishments and details therein.

Section 4. Sexual Harassment
No employee shall be subjected to sexual harassment in the course of employment. Sexual harassment means unwanted conduct or communication of a sexual nature which adversely affects the person's employment relationship or working environment.

Section 5. Polygraph Tests
No employee shall be required to take a polygraph examination, and no disciplinary action shall be taken against any employee for refusing to take a polygraph examination.

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

Section 6. Work Rules
The Employer reserves the right to promulgate and enforce work rules. Any such work rule which is in conflict with the specific written terms of this Agreement shall be null and void. As existing work rules, policies and regulations are reduced to writing, copies will be forwarded to the Union and to the Office of State Employer.

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

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

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

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

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

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

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

Section 7. Notice of Examination
The Employer agrees to post or make available notices of examinations for classifications within the representation unit, and supply at least one copy of such notices to the Association, if not previously provided.

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

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

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

Such requests shall not be unreasonably denied.

Section 8. In-Service Training
The Employer recognizes that it has the obligation to determine training needs. Training may take the form of either on-the-job or formalized training. The Employer will, with available funds, provide sufficient training, to enable Technical Unit employees to effectively deal with circumstances normally met on the job. Such obligation may be discussed in labor-management meetings.

Where the employer requires an employee to attend training, the employer will either provide the training or pay for the training. Employees directed to attend job training shall do so as a job duty and the employee shall be in pay status while attending and traveling to/from such training. Expenses incurred by an employee while attending such training shall be reimbursed in accordance with

the applicable travel regulations. In furnishing information to employees, handbooks, summaries and other suitable formats may be used.

Section 9. Printing Agreement
The Employer shall be responsible for the cost and providing of its own copies of this Agreement. The Employer and Union shall jointly proof this Agreement against the tentative Agreement ratified by the parties and approved by the Civil Service Commission and shall agree upon a cover color and format prior to final printing and distribution. The Union shall be responsible for the cost and providing of its own copies, and copies to be provided to employees in the Bargaining Unit; the Employer shall be responsible for providing copies to supervisors of such employees. Copies of this Agreement shall be available to be consulted by an employee upon request in the office of every supervisor of employees covered by this Agreement.

Section 10. Secondary Negotiations and Agreements
There may be secondary negotiations only as specifically provided by the provisions of this Agreement and/or as defined by and provided for in the Employee Relations Policy Rule, and decisions issued pursuant to that policy.

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

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

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

Section 12. Space for Personal Effects
Within budgetary and space limitations, the Employer will provide secure storage space for wearing apparel and personal property of an employee. The Employer shall be held harmless for the loss or theft of any apparel or property which the employee may suffer as a result of such storage space.

Section 13. Tools and Equipment

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

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

Section 14. Legal Services
Whenever any civil action is commenced against any employee alleging negligence or other actionable conduct, if the employee was in the course of employment at the time of the alleged conduct and had a reasonable basis for believing that the conduct was within the scope of the authority delegated to the employee, the Appointing Authority in cooperation with the Attorney General shall as a condition of employment, pay for or engage or, at its option, furnish the services of an attorney to advise the employee and to appear for and represent the employee in the action. No such legal services shall be required in connection with prosecution of a criminal suit against an employee. Nothing in this Section shall require the reimbursement of any employee or insurer for legal services to which the employee is entitled pursuant to any policy of insurance.

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

Section 15. Jury Duty
Employees are entitled to Administrative Leave with pay for days on which the employee is serving on jury duty or is under subpoena as a result of work performed on behalf of the Employer. To be eligible for Administrative Leave with pay for such duty the employee must reimburse the Department any compensation, excluding court paid travel expenses, received from the court during the period of absence.

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

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

Section 17. Supplemental Employment

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

A. The supplemental employment must in no way conflict or interfere with State employment, and

B. The supplemental employment must not present a conflict of interest as defined by Civil Service Rules and implementing procedures, and

C. The employee must secure the written approval of the Departmental Employer in accordance with Civil Service Rules.

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

Section 18. Child Care
The subject of day care and an information and referral service to assist employees in locating quality child care may be discussed at a statewide labor-management meeting (Article 15, Section 5).

Section 19. Commercial Drivers License
As a result of recent Federal statutory requirements, the State of Michigan enacted Act 346 of 1988. The parties agree that as a result of these statutory requirements some employees within the Technical Bargaining Unit may be required to obtain and retain a Commercial Drivers License (CDL) to continue to perform certain duties for the State.

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

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

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

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

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

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

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

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

Article 24
Compensation

Section 1. General Wages

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

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

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

D. Rates Of Compensation.

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

Section 2. Shift Differential

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

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

Grievance Processing, including witness time;
Labor Management Meetings;
Health and Safety Committee Meetings;
Affirmative Action Committee Meetings.

Section 3. Hazard Pay

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

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

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

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

C. Study Committee:

(1) The parties agree to establish a committee within each Department for the purpose of determining means and methods for identifying hazards and hazardous conditions and for effectively dealing with those hazards and hazardous conditions.

(2) Each committee shall be composed of two (2) members to be selected by and employed by the Department and two (2) members selected by the Union and employed in the Department.

The Union members will be granted Administrative Leave for all approved time related to these committees. Such committees shall meet as often as necessary but for no longer than a sixty (60) day period following the initial session during any contract year.

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

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

Section 4. Prison "P" Rate

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

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

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

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

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

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

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

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

(1) Employees with at least two (2) years of continuous service who are eligible for "P" rate premium under Subsection A, above, who are

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

Section 5. On-Call Pay

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

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

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

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

Section 6. Longevity

A. Eligibility:

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

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

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

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

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

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

(3) Annual payments

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

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

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

(5) Lost time considerations

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

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

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

a. An employee on other than a waived rights leave of absence, who was in pay status less than 2,080 hours during the longevity year, will

receive a pro rata annual payment based on the number of hours in pay status during the longevity year; such payment shall be made on the pay date following the first full pay period in October.

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

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

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

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

(8) Payment at retirement or death.

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

a. A terminal payment, which shall be either:

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

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

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

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

Section 7. Working out of Class

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

Section 8. Compensation Policy under Conditions of General Emergency

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

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

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

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

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

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

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

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

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

Section 9. Severance Pay

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

A. Definitions:

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

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

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

B. Eligibility: The provisions of this Section shall apply only to Department of Mental Health agency based employees with more than one year of service

who have been laid off because of a reduction in the resident population in State institutions. Further, the following employees shall not be eligible to receive severance pay:

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

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

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

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

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

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

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

(1) If the employee is deceased.

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

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

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

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

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

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

E. Effect of Recall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Severance Pay Schedule

Hours	Years	Week's Pay
2088 - 4176	1	1
4177 - 6264	2	2
6265 - 8352	3	3
8353 - 10440	4	4
10441 - 12528	5	5
12529 - 14616	6	7
14617 - 16704	7	9
16705 - 18792	8	11
18793 - 20880	9	13
20881 - 22968	10	15
22969 - 25056	11	18
25057 - 27144	12	21
27145 - 29232	13	24
29233 - 31320	14	27
31321 - 33408	15	30
33409 - 35496	16	33
35497 - 37584	17	36
37585 - 39672	18	39
39673 - 41760	19	42

41761 - 43848	20	45
43849 - 45936	21	48
45937 - 48024	22	51
48025 - 50112	23	52
50113 - 52200	24	52
52201 - 54288	25	52
etc.		

Example of Severance Pay for Less Than Full Time Employee:
Average number of hours worked in previous calendar year: 1980
Full time employee hours: 2088
Proportion (or percentage) 1980/2088 = 94.8%
.948 x $S.P. = $Gross Amount to be paid
S.P. = Severance Payment from schedule

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

Section 11. Compensation Policies During Promotional Interviews
Employees selected by the Employer to participate in promotional interviews within the employee's own Department shall be released from work with pay for necessary travel time to and from the interview and for the interview itself. Travel expenses are not authorized.

Section 12. Special Pay Application
Upon appointment to a different classification series where the employee does not meet the experience requirements for the journey (experienced) level, the employee's rate of pay shall be maintained at the previous rate until the

employee becomes eligible for the experienced level of the new classification series, provided the previous rate of pay does not exceed the maximum of the new experienced level class. In such case, the employee shall be paid at the maximum of the new experienced level class.

Section 13. Clothing/Cleaning Allowance
Effective October 1, 2005, Dental Hygienists shall be paid the gross sum of $125 per year as a clothing/cleaning allowance. Such payment shall be made on the first pay date in December.

Article 25
Leave and Holidays

Section 1. Sick Leave

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

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

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

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

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

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

Sick leave may also be used for an appointment with a physician, dentist, or other professional licensed medical practitioner to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours. For purposes of this Section, the terms doctor and other licensed medical practitioner shall include a psychologist

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

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

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

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

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

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

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

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

E. Proof: All requests for use of sick leave shall be certified by the employee as to its purpose. The Employer may require the employee to supply reasonable evidence of the basis for use of sick leave which extends beyond three (3) scheduled working days. The employee may also be required to furnish such proof of the basis for use of sick leave of any amount of hours in such cases

where an employee has been previously disciplined and such discipline has not been overturned through the grievance procedure. Such proof must be requested at or before the time of notice of sick leave use and must be presented upon return to work.

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

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

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

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

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

Section 2. Annual Leave

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

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

Annual Leave Table

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

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

Additional Allowance Table

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

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

D. Crediting: Annual leave shall be credited at the end of the biweekly work period in which eighty (80) hours of paid service is completed. Annual leave shall be available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned.

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

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

Annual Leave Accumulation and Payoff Schedule
Accumulation and Payoff Limits

Service Credit	~~(~~Maximum Accumulation Hours~~)~~	Maximum Payoff Hours
00 – 01 Years	296	256
01 – 05 Years	296	256
05 – 10 Years	311	271
10 – 15 Years	326	286
15 – 20 Years	341	301
20 – 25 Years	346	306
25 + Years	356	316

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

Employees who separate after completion of the initial 720 hours of service shall be paid at their current hourly base rate for the balance of their unused annual leave.

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

G. Scheduling:

(1) Consistent with the operational needs of the Employer, annual leave may be granted at such times during the year as requested by the employee, but only up to the maximum amount of annual leave credits in an employee's account prior to the initial date of the annual leave. "Operational needs of the employer" is defined as any situation in which approval of the annual leave would require or result in the payment of overtime or the temporary reassignment of other personnel to the worksite affected.

The Employer reserves the right to cancel previously approved annual leave and to require the employee to return to work within a reasonable period of time, in the event of emergency.

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

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

(2) Conflicts in Vacation Requests: Conflicts in requests for vacation of one (1) week or longer shall be resolved among employees within a work site or work unit on the basis of seniority. Requests for vacation of one (1) week or longer shall be posted for viewing by all employees at the work site.

If no employee with more seniority applies for the same vacation period within five (5) work days, the employee requesting the vacation shall be

granted the vacation time. Once a vacation has been selected and approved as provided herein, such request shall not be superseded by the request of another employee. Nothing shall preclude the Employer from granting other employees the same period of time for their vacation period providing the operational needs can be met.

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

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

I. Annual Leave Freeze: An employee laid off from State employment may elect to freeze annual leave up to the accrued balance at the time of layoff. Such balance shall be retained until the employee elects to be paid off for the balance, or until the employee's recall rights expire, whichever occurs first. Payoff shall be at the employee's final base rate of pay.

Section 3. Banked Leave Time

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

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

Section 4. Holidays

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

New Years Day	(January 1)
Martin Luther King Day	(Third Monday in January)
President's Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Election Day	(General Election Day In Even Number Years)
Veteran's Day	(November 11)
Thanksgiving Day	(4th Thursday in November)
Thanksgiving Friday	(Day after Thanksgiving)
Christmas Eve Day	(December 24)
Christmas Day	(December 25)
New Year's Eve Day	(December 31)

B. Holiday Scheduling:

(1) Monday through Friday Schedule Employees: Should a holiday fall on a Saturday, the preceding Friday shall be considered as the holiday; should a holiday fall on Sunday, the following Monday shall be considered the holiday. Substitute scheduling of holidays may continue in Departments currently following such practice.

(2) Seven-Day Rotational Schedule Employees: The holidays shall be observed on the date of occurrence, except that substitute scheduling of holidays may continue in Departments following such practice.

C. Payment for Working on a Holiday: An employee scheduled and required to work on a contractual holiday shall have the day treated as a regular work day. An employee who is in pay status for more than eighty (80) hours in a pay period as a result of working such holiday shall have time in excess of eighty (80) hours in a pay period treated as regular overtime work. An employee called back to work on such holiday shall be paid for hours worked on such holiday in accordance with Article 17, Hours of Work, Section 7, Callback.

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

(1) The employee's last scheduled work day immediately preceding the holiday and the first scheduled work day immediately following the holiday, when both days fall within the same biweekly work period; or

(2) The employee's last scheduled work day immediately preceding the holiday when the holiday occurs or is observed on the last scheduled work day of the biweekly work period; or

(3) The employee's first scheduled work day following the holiday when the holiday occurs or is observed on the first scheduled work day of the biweekly work period. If a holiday occurs or is observed on the first scheduled work day of a new employee's initial biweekly work period, such employee shall not be eligible for paid holiday absence for that day.

(4) An employee who is scheduled or called back to work on a contractual holiday, but who fails to report for and perform such assigned work without reasonable cause, shall not be eligible for paid holiday absence for that day. Such ineligibility shall be exclusive of any disciplinary action taken.

E. Less Than Full-Time Employees:
Less than full-time employees shall have their holiday pay calculated in accordance with current practice except where such an employee works full-time for all non-holiday hours during the pay period in which the holiday occurs whereupon they will be entitled to full holiday credit.

Section 5. Personal Leave Day
On October 1 of each year each permanent or limited term full-time, non-probationary employee shall be credited two (2) personal leave days to be used in accordance with normal requirements for annual leave usage. Such leave shall be credited to less than full-time, non-probationary permanent or limited term employees on a pro-rated basis in accordance with current practice regarding holiday leave. Such leave time shall be credited to annual leave balances on each October 1, of this Agreement.

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

Section 6. Leave Donation
Upon request of a member of the Technical Bargaining Unit, a Non-Exclusively Represented employee or an employee in another bargaining unit, annual leave credits may be transferred between employees under the following conditions:

A. The receiving employee has successfully completed his/her probationary period and faces financial hardship, that is, a loss of pay of forty (40) hours or more, due to serious injury or the prolonged illness of the employee or his/her dependent spouse, child, or parent.

B. The receiving employee has exhausted all leave credits.

C. The receiving employee's absence has been approved.

D. Annual leave donations must be for a minimum of eight (8) hours and a maximum of forty (40) hours per calendar year. Donations shall be in whole hours increments. Employee donations are irrevocable.

E. An employee may receive a maximum of thirty (30) work days (240 hours) per calendar year of direct transfer of annual leave.

F. The Union and the Office of the State Employer shall each designate one (1) representative to review requests and determine eligibility to receive a direct transfer of annual leave credits on an hour for hour basis.

Section 7. School/Community Participation Leave

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

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

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

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

C. Use Of School/Community Leave. The use of the leave is for active participation in school sponsored secular activities by employees, and not for mere attendance at school programs. The school sponsored secular activities may take place before, during, or after school. Additionally, the leave is intended for pre-school education programs, k-12, and adult literacy

programs, and not college or university related programs. Employees may use the leave to participate in any school sponsored activity including but not limited to, tutoring, field trips, classroom programs, and school committees.

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

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

Article 26
Group Insurances

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 1. 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 G.

A. 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.

B. 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 G.

C. Deductibles and Out of Pocket Maximums for the State Health Plan: 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 2. State Health Plan Provisions
A. 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. 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 G.

B. 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. The employee co-pay shall be $7 per prescription for generic drugs and a $15 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 October 1, 2005, the employee co-pay for non-preferred brand name drugs will be $30.00. Brand name drugs determined to be non-preferred because of the availability of a generic equivalent or a therapeutically or chemically equivalent brand name drug shall be so designated by the pharmacy and therapeutics committee comprised of independent physicians across various specialties. The State of Michigan shall have no decision making authority in such determination.

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

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

that are closest to the plan member's home.

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

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

C. Mental Health/Substance Abuse Services: Benefits for in-patient and out-patient mental health care and substance abuse services shall be as outlined in Appendix G.

If there is no network provider within a reasonable distance from the member's home address (as determined by the director of the Employee Benefits Division), the vendor will authorize payment for covered services which are provided by a non-network provider as permitted under the State Health Plan in effect prior to the implementation of the PPO.

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

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

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

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

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

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

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

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

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

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

I. Disease Management Program: The Disease Management Program currently known as Blue Health Connection shall be included under the State Health Plan as a covered benefit on a voluntary basis.

J. Survivor Conversion Option: The State recognizes its obligations under federal "COBRA" legislation in case of a "qualifying event", as defined by that statute.

K. Health Risk Appraisal Program: The parties agree to continue extending the health risk appraisal program to bargaining unit members during the term of this Agreement.

L. Open Enrollment: There shall be an annual open enrollment period offered to unit members in July or August of each year of this Agreement.

M. Smoking Cessation/Abatement Assistance: The State shall continue a program for reimbursing employees for the fee they paid for enrolling in, and completing, a smoking cessation/abatement program approved by their appointing authority. The following conditions shall apply:

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

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

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

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

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

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

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

O. Reimbursement For Certain Services And Equipment: The reimbursement for in-network and out-of-network chiropractic spinal manipulation, durable medical equipment, prosthetic and orthotic appliances, private duty nursing and acupuncture therapy shall be 90% after the deductible is met.

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

Q. In-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 F.

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

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

Section 3. 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 4. 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 5. Long Term Disability Insurance
The Employer shall maintain the existing long term disability insurance coverage, except that effective October 1, 2005, the eligibility period for Plan II claimants who remain totally disabled shall be reduced from age 70 to age 65, or for a period of 12-months, whichever is greater. Additionally, the benefit period for "mental/nervous" claims shall be limited to 24 months from the beginning of the time a claimant is eligible to receive benefits. This limitation does not apply to mental health claims where the claimant is under in-patient care. These changes shall only apply to new claims made on or after October 1, 2005.

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

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

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

LTD benefits.

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

Section 6. Group Dental Plans

A. Except as provided in section J. below, the Employer shall pay 95% of the applicable premium for employees enrolled in the State Dental Plan.

B. Benefits payable under the State Dental Plan will be as follows:

(1) 90% of actual fee or usual, customary and reasonable fee, whichever is lower, for restorative, endodontic, and periodontic services (x-rays, fillings, root canals, inlays, crowns, etc.).

(2) There shall be a yearly maximum benefit of $1,000 per person exclusive of orthodontics, for which there shall be a separate $1,500 lifetime maximum benefit. The yearly maximum benefit shall be $1,500.

C. 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.

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

Diagnostic Services:

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

Preventive Services:
Prophylaxis - teeth cleaning three times in a fiscal year.

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

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

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.

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

Repair or rebasing of an existing full or partial denture.

Initial installation of fixed bridgework.

Initial installation of partial or full removable dentures (including

adjustments for 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).

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

Minor treatment for tooth guidance.

Minor treatment to control harmful habits.

Interceptive orthodontic treatment.

Comprehensive orthodontic treatment.

Treatment of an atypical or extended skeletal case.

Post-treatment stabilization.

(5) 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.

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

Benefit	Current Level	Point of Service PPO Level
Diagnostic Services (Exams)	100%	100%
Preventive Services	100%	100%
Radiographs	90%	100%
Restorative (Fillings)	90%	100%
Oral Surgery (Extractions)	90%	100%
Endodontics	90%	100%
Periodontics	90%	100%
Other Oral Surgery	90%	90%
Adjunctive Periodontic	90%	90%
Crowns	90%	90%

Prosthodontics Repairs	50%	100%
Fixed Bridgework	50%	70%
Partial Dentures	50%	70%
Full Dentures	50%	70%
Orthodontics	60%	75%
Annual Maximum	$1,500	$1,500
Lifetime Orthodontics Limit	$1,500	$1,500

E. 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.

F. 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).

G. 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 8. of this Article.

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

Section 7. 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.

A. Participating Providers: Benefits payable under the plan for participating providers will be as follows:

(1) Examination -- payable once in any twelve (12) month period with an

employee co-payment of $5.00.

(2) 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.

(3) Contact lenses not medically necessary -- the plan will pay a maximum of $90 and the employee shall pay any additional charge of the provider for such lenses. 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.

B. Non-Par Providers: Payments for non-participating providers will be as follows:

(1) 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.

(2) For eyeglass lenses: The plan will pay the provider's charge or the amount set forth below, whichever is less.

a. Regular Lenses:
Single Vision.....$13.00/Pair
Bifocal.....20.00/Pair
Trifocal.....24.00/Pair

b. Contact Lenses:
Medically necessary as defined in subsection C. above ..$96.00/Pair
Not medically necessary..... $40.00/Pair

c. Special Lenses:
For covered special lenses (e.g., aphatic, lenticular and aspheric) the plan will pay 50% of the provider's charge for the lenses or 75% of the average covered vision expense benefits paid to participating providers for comparable lenses, whichever is less.

d. Additional charges for plastic lenses:
$ 3.00/pair, plus benefit provided above for covered lenses.

e. Additional charges for tints equal to rose tints:
#1 and #2..... $3.00/pair
f. Additional charges for prism lenses.....$2.00/pair
When only one lens is required, the plan will pay one-half of the applicable amount per pair shown above.

(3) For eyeglass frames: The plan will pay the provider's charges or $14.00, whichever is less.

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

Section 8. Flexible Benefits Plan
A flexible benefits plan shall be offered to all bargaining unit members during the annual enrollment process and shall be effective the first full pay period in the new fiscal year.

The plan will consist of the group insurance programs with various options available to bargaining unit members. Financial incentives will be paid to employees who select: a catastrophic health plan rather than the standard health plan coverage, a preventive dental coverage rather than the standard state dental plan or reduced life insurance coverage (one times salary or $50,000 rather than two times salary). In addition, members who elect no health care or dental coverage will receive a financial incentive.

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

Incentives are paid each year and are the same regardless of an employee's category of coverage. For example, an employee enrolled in employee-only coverage electing the catastrophic health plan for FY05-06 will receive $1,300 as will an employee enrolled in full-family coverage electing the catastrophic health plan.

Incentives to be paid during each fiscal year will be determined in conjunction with the 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 9. 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 10. 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 11. 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 27
Miscellaneous Benefits and Expense Reimbursement

Section 1. Retirement Benefits
By virtue of state employment, bargaining unit employees are members of the State Employee's Retirement System, which the parties recognize is regulated entirely by statute. It is not the intent of the parties to alter retirement regulations or entitlements through this contract.

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

Section 2. Tuition Reimbursement
Only to the extent that funds have been legislatively appropriated and allocated by the departments, specifically for tuition reimbursement, the Employer agrees to establish a system of tuition reimbursement for employees. The Employer agrees to notify the Union upon request of the amount of money allocated by Department for such purpose and of any changes in such allocation.

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

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

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

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

Section 3. Travel and Moving Expense Reimbursement
A. Those employees covered by the State Standardized Travel Regulations shall be reimbursed for travel expenses for actual expenses incurred up to the maximum amount allowed in accordance with the Standardized Travel Regulations and implementing rules which are in effect on the date(s) of travel.

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

THESE RATES ARE CURRENT AS OF OCTOBER 1, 2004 AND ARE SCHEDULED TO CHANGE ON OCTOBER 1, 2005

(1)	**Michigan Select Cities***	**MAXIMUM**
	Meals and Lodging	
	Lodging (Actual Supported by Receipts)	$65.00 (plus taxes)**
	Breakfast	$ 8.75
	Lunch	$ 8.75
	Dinner	$ 21.00
	In-State all Other	**MAXIMUM**
	Meals and Lodging	
	Lodging (Actual Supported by Receipts)	$65.00 (plus taxes)**
	Breakfast	$ 7.25
	Lunch	$ 7.25
	Dinner	$ 16.50
	Per Diem System	
	Per Diem	$ 76.50
	Lodging	$ 45.50
	Breakfast	$ 7.25
	Lunch	$ 7.25
	Dinner	$ 16.50
	Group Meetings	
	Lodging (Actual Supported by Receipts)	$ 65.00 (plus taxes)**
	Breakfast	$ 7.25
	Lunch	$ 10.25
	Dinner	$ 16.50
(2)	**Out-of-State Select Cities*****	**MAXIMUM**
	Meals and Lodging	
	Lodging	**Contact Total Travel Management (TTM)
	(Actual Supported by Receipts)	For Confirmation #
	Breakfast	$ 11.00
	Lunch	$ 11.00
	Dinner	$ 22.00
	Out-of-State Rates All Other	**MAXIMUM**

Meals and Lodging	
Lodging	**Contact TTM for
(Actual Supported by Receipts)	For Confirmation #
Breakfast	$ 8.75
Lunch	$ 8.75
Dinner	$ 20.50
Per Diem System	
Per Diem	$ 83.25
Lodging	$ 45.50
Breakfast	$ 8.75
Lunch	$ 8.75
Dinner	$ 20.50
Meals On Trains	
Breakfast	Applicable Schedule for in-State or
Dinner	out-of-State
Sleeping Car Accommodations	Actual Costs When Certified No Roomette Available
Tips and Incidental Costs per Day	$2.00

(3) **Mileage Rates - Private Car**

Approved Private Car Use	.375 cents/mile
Employee electing to drive private car in lieu of available state car	
Vehicle & Travel Services Mid-Sized Car Rate	.328 cents/mile

* See Michigan select cities list,
** Lodging available nightly at specified rate, or use pre-approved hotel list by calling Total Travel Management at (888) 228-8692,
*** See Out-of-State select cities list.

B. Relocation expense reimbursement for eligible employees shall be as provided for in Appendix E.

C. Parking Charges While on State Business: Any employee who must drive their personal vehicle to a State car-pool for the purpose of picking up a State car for official travel shall be reimbursed for the parking of their private vehicles if free parking is not available. Such expense is reimbursable as a regular item of travel expense provided a State vehicle is requisitioned and used on the same day or days. This item is for parking costs that are caused by travel status. There will be no reimbursement for normal everyday parking cost that the employee pays when he/she is not in travel status.

D. Relocation Expenses MDOT Employees: MDOT employees who accept a promotion and relocate at least 25 miles closer to their official work station shall be eligible for relocation expense reimbursement in accordance with Appendix E of this Agreement.

E. Eligibility for Subsistence Allowance at Temporary Work Station in the Department of Transportation - Clarification of Distance Requirements:

(1) "Subsistence" is defined as lodging and meals. Subsistence reimbursement is not authorized at a temporary work station (TWS) within 25 regulation miles of the employee's official work station (OWS).

(2) Transportation's Modified Travel Regulations (Rev. 10/1/86), Schedule II Field Employees shall regain eligibility for travel subsistence expense reimbursement (first 60 day rate) when the cumulative distance from the employee's "new" temporary work station (TWS) to the employees "original" TWS is equal to or greater than 25 regulation miles.

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

(4) Any point (TWS) at which the employee is eligible for travel subsistence reimbursement (first 60 day rate) is an "original" TWS.

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

a. First TWS is 50 regulation miles from OWS. Eligible for travel subsistence reimbursement for the first 60 days at this TWS. This TWS in now an "original" TWS.

b. Employee's next TWS is 10 miles away from "original" TWS. Does not regain eligibility for travel subsistence reimbursement at this "new" TWS.

c. Employee's next "new" TWS is 10 miles away from previous TWS (and 20 miles away from "original" TWS). Does not regain eligibility for travel subsistence reimbursement.

d. Employee's next "new" TWS is 10 miles away from previous TWS (and 30 miles away from "original" TWS). Does regain eligibility for up to 60 days of travel subsistence reimbursement. This TWS is now an "original" TWS from which further moves will be measured for purposes of this policy.

Section 4. MDOT Civil Engineer and Technician Co-op Programs
The total number of persons hired and working under these programs at any one time may not exceed 450.

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

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

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

C. Upon employment in permanent positions within the Technical Unit with the Department of Transportation, participants in the Civil Engineer or Technician Co-op programs shall have their previous employment in the Co-op programs credited as continuous service hours under Article 12 of this Agreement.

D. These co-op positions shall not be filled at any work site where there are permanent Construction Aide or Construction Tech employees on involuntary layoff or involuntary reduction in hours until and unless such permanent employees have been offered recall.

E. No permanent Construction Aide or Construction Tech employee shall be involuntarily laid off at any work site where these co-op employees remain employed.

F. If permanent Construction Aide or Construction Tech employees are placed on involuntary hours reduction at any work site where these co-op employees are employed, such co-op employees shall participate fully and equally in such hours reduction.

G. Overtime at a project site shall be first offered to permanent employees before it is offered to co-op employees.

Section 5. VDT/CRT Prescription Lenses/Frames Benefit
Effective October 1, 1989, VDT/CRT operators 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. The 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.

Section 6. Qualified 401(k) Tax-Sheltered Plan
Employees in this Bargaining Unit shall be eligible to participate in a qualified 401(k) tax-sheltered plan.

Section 7. Limited Term Appointments
When an employee has been in the same limited term appointment for 4,160 continuous service hours, the employee shall be made permanent, unless the employee is working in a project which has an established ending date. This provision shall not apply in the case of a continuing state classified employee who accepts an appointment to a limited term position, except as specified in Article 13, Section 1.b.

Article 28
No Strike -- No Lockout

Section 1. Prohibition
During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer.

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

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

Section 3. Disciplinary Actions
The Employer retains the right to discharge or otherwise discipline any, all, or particular groups of employees who violate Section 1, and any employee who fails to carry out his/her responsibilities under Section 2, and the Union will not resort to the grievance procedure on such employee's behalf, except as to questions of fact.

Section 4. Remedies
The Employer retains the right to pursue such remedies as are available to it under law.

Article 29
Drug and Alcohol Testing

Section 1. Definitions
As used in this article:

A. ***Alcohol test*** means a chemical or breath test administered for the purpose of determining the presence or absence of alcohol in a person's body.

B. ***Drug*** means a controlled substance or a controlled substance analogue listed in schedule 1 or schedule 2 of part 72 of the Michigan public health code, Act No. 368 of the Public Acts of 1978, being sections 333.7201, *et seq.*, of the Michigan Compiled Laws, as may be amended from time to time.

C. ***Drug test*** means a chemical test administered for the purpose of determining the presence or absence of a drug or metabolites in a person's bodily fluids.

D. ***Random selection basis*** means a mechanism for selecting test-designated employees for drug tests and alcohol tests that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected and (2) does not give the Employer discretion to waive the selection of any employee selected under the mechanism.

E. ***Reasonable suspicion*** means a belief, drawn from specific objective facts and reasonable inferences drawn from those facts in light of experience, that an employee is using or may have used drugs or alcohol in violation of a departmental work rule or a civil service rule or regulation. By way of example only, reasonable suspicion may be based upon any of the following:

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

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

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

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

F. ***Rehabilitation program*** means an established program to identify, assess, treat, and resolve employee drug or alcohol abuse.

G. ***Test-designated employee*** means an employee who occupies a test-designated position.

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

(1) A safety-sensitive position in which the incumbent is required to possess a valid commercial driver's license or to operate a commercial motor vehicle, an emergency vehicle, or dangerous equipment or machinery.

(2) A position in which the incumbent possesses law enforcement powers or is required or permitted to carry a firearm while on duty.

(3) A position in which the incumbent, on a regular basis, provides direct health care services to persons in the care or custody of the state or one of its political subdivisions.

(4) A position in which the incumbent has regular unsupervised access to and direct contact with prisoners, probationers, or parolees.

(5) A position in which the incumbent has unsupervised access to controlled substances.

(6) A position in which the incumbent is responsible for handling or using hazardous or explosive materials.

(7) Another position agreed to in secondary negotiations.

Section 2. Prohibited Activities
An employee shall not do any of the following:

A. Consume alcohol while on duty.

B. Consume drugs while on duty, except pursuant to a lawful prescription issued to the employee.

C. Report to duty or be on duty with a prohibited level of alcohol or drugs present in the employee's bodily fluids.

D. Refuse to submit to a required drug test or alcohol test.

E. Interfere with any testing procedure or tamper with any test sample.

Section 3. Testing Employees
The Employer may require an employee, as a condition of continued employment, to submit to a drug test or an alcohol test, as provided in this Article.

A. Tests Authorized:

(1) Reasonable Suspicion Testing. An employee shall be required to submit to a drug test or an alcohol test if there is reasonable suspicion that the employee has violated this Article.

(2) Preappointment Testing. An employee not occupying a test-designated position shall submit to a drug test if the employee is selected for a test-designated position.

(3) Follow-up Testing. An employee shall submit to an unscheduled follow-up drug test or alcohol test if, within the previous 24-month period, the employee voluntarily disclosed drug or alcohol problems, entered into or completed a rehabilitation program for drug or alcohol abuse, failed or refused a preappointment drug test, or was disciplined for violating this rule.

(4) Random Selection Testing. A test-designated employee shall submit to a drug test and an alcohol test if the employee has been selected for testing on a random selection basis.

(5) Post-incident Testing. A test-designated employee shall submit to a drug test or an alcohol test if there is evidence that the test-designated employee may have caused or contributed to an on-duty accident or incident resulting in death, or serious personal injury requiring immediate medical treatment, that arises out of any of the following:

a. The operation of a motor vehicle.

b. The discharge of a firearm.

c. A physical altercation.

d. The provision of direct health care services.

e. The handling of dangerous or hazardous materials.

B. Limitations On Certain Tests:

(1) Test Selection. An employee subject to testing under this rule may be required to submit only to a drug test, only to an alcohol test, or to both tests. However, preappointment testing shall be limited to drug testing.

(2) Limitations On Follow-up Testing. The Employer may require an employee who is subject to follow-up testing to submit to no more than six unscheduled drug or alcohol tests within any twelve-month period.

(3) Limitations On Random Selection Testing. The number of drug tests conducted in any one year on a random selection basis shall not exceed fifteen percent (15%) of the number of all test-designated positions. The number of alcohol tests conducted in any one year on a random selection basis shall not exceed fifteen percent (15%) of the number of all test-designated positions.

(4) Limitations On Reasonable Suspicion Testing. Before an employee is subject to reasonable suspicion testing, a trained supervisor must document the basis for the reasonable suspicion. In addition, an employee shall not be subject to a reasonable suspicion test until the Employer-designated drug and alcohol testing coordinator (DATC), or the DATC's designee, has given express, individualized, approval to conduct the test.

Section 4. Drug and Alcohol Testing Protocols

A. Drug Testing Protocol: The Employer will adopt the current "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as amended, issued by the U.S. Department of Health and Human Services (the "HHS Drug Guidelines") as the protocol for drug testing under this Article.

B. Alcohol Testing Protocol: The Employer will adopt the alcohol testing provisions of the current "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," as amended, issued by the U.S. Department of Transportation (the "DOT Alcohol Guidelines") as the protocol for alcohol testing under this Article.

C. Changes In Protocol: During the term of this Agreement, the parties may agree to amend the protocols without the further approval of the Civil Service Commission to include any final changes to the HHS Drug Guidelines or the DOT Alcohol Guidelines that are published in the Federal Register and become effective. If the parties agree to adopt any such final changes, the parties shall notify the State Personnel Director in writing of the changes and their effective date. Any other change in the protocols requires the approval of the Civil Service Commission.

Section 5. Prohibited Levels of Drugs and Alcohol

A. Prohibited Levels Of Drugs: It is a violation of this Article for an employee to test positive for any drug under the HHS Drug Guidelines at the time the employee reports to duty or while on duty. A positive test result shall constitute just cause for the Employer to discipline the donor.

B. Prohibited Levels Of Alcohol: It is a violation of this Article for an employee to report to duty or to be on duty with a breath alcohol concentration equal to or greater than 0.02. A confirmatory test result equal to or greater than 0.02 shall constitute just cause for the Employer to discipline the employee.

Section 6. Penalties.

A. The parties recognize the authority of the Employer to reprimand in writing, suspend, discharge or take other appropriate disciplinary or corrective action against an employee only for just cause. Discipline, when invoked, will normally be progressive in nature; however, the employer shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation. The Employer may impose discipline, up to and including dismissal, for violation of this Article. All discipline for violation of any provision of this Article shall be subject to the provisions of Article 10 regarding discipline.

B. An employee selected for a test-designated position shall not serve in the test-designated position until the employee has submitted to and passed a pre-appointment drug test. If the employee fails or refuses to submit to the drug test, interferes with a test procedure, or tampers with a test sample, the employee shall not be appointed, promoted, reassigned, recalled, transferred, or otherwise placed in the test-designated position. The Department of Civil Service shall also remove the employee from all employment lists for test-designated positions and shall disqualify the employee from any test-designated position for a period of three years. In addition, if the employee interferes with a test procedure or tampers with a test sample, the employee may also be disciplined by the Employer as provided in subsection (a). An employee's qualification for appointment in the classified service is a prohibited subject of bargaining and any complaint regarding action by the Department of Civil Service shall be brought only in a Civil Service technical appeal proceeding.

Section 7. Self-Reporting

A. Reporting: An employee who voluntarily discloses to the Employer a problem with controlled substances or alcohol shall not be disciplined for such disclosure if, and only if, the problem is disclosed before the occurrence of any of the following:

(1) For reasonable suspicion testing, before the occurrence of an event that gives rise to reasonable suspicion that the employee has violated this rule.

(2) For preappointment testing, follow-up testing, and random selection testing, before the employee is selected to submit to a drug test or alcohol test.

(3) For post-incident testing, before the occurrence of any accident that results in post-accident testing.

B. Employer Action: After receiving notice, the Employer shall permit the employee an immediate leave of absence to obtain medical treatment or to participate in a rehabilitation program. In addition, the Employer shall remove the employee from the duties of a test-designated position until the employee submits to and passes a follow-up drug test or alcohol test. The Employer may require the employee to submit to further follow-up testing as a condition of continuing or returning to work.

C. Limitation: An employee may take advantage of the provisions of Article 29, Section (7) no more often than two times while employed in the classified service. An employee making a report is not excused from any subsequent drug or alcohol test or from otherwise complying in full with this article. An employee making a report remains subject to all drug and alcohol testing requirements after making a report and may be disciplined as the result of any subsequent drug or alcohol test, including a follow-up test.

Section 8. Union Representation
If an employee is directed to submit to a reasonable suspicion drug or alcohol test, the employee may confer with an available UTEA representative in person (if available on site) or by telephone. However, such contact shall not unreasonably delay the testing process.

Section 9. Identification of Test-designated Positions
Each appointing authority shall first nominate classes of positions, subclasses of positions, or individual positions to be test-designated. The State Employer shall review the nominations and shall designate as test-designated positions all the classes, subclasses, or individual positions that meet one or more of the requirements of Section 1(H) of this Article. The designation by the State Employer shall not be limited by or to the nominations or recommendations of the appointing authority. The appointing authority shall give written notice of designation to each test-designated employee and to the Association at least fourteen (14) days before implementing the testing provisions of this rule.

The Association may file a grievance contesting the designation of a particular position. However, an employee occupying a position designated as a test-

designated position who is given notice of the designation shall be subject to testing as provided in this Article until a final and binding determination is made that the employee is not occupying a test-designated position.

Section 10. Coordination of Rule and Federal Regulations

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

Article 30
Duration and Termination of Agreement

Section 1
This Agreement shall be effective following ratification by the members of the SEIU Local 517M Technical Unit and approval by the Civil Service Commission and shall continue in full force and effect from January 1, 2005 until midnight, December 31, 2007.

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

For The Union

_____

For The Office Of
The State Employer

_____

Appendix A
Technical Unit - List of Classes

Aircraft Pilot-E	E12
Aircraft Pilot-A	13
Aviation Communication Technician-E	9
Aviation Communication Technician-E	10
Aviation Communication Technician-E	E11
Aviation Communication Technician-A	12
Construction Aide (Trnsp)-E	6
Construction Aide (Trnsp)-E	E7
Construction Technician (Trnsp)-E	8
Construction Technician (Trnsp)-E	9
Construction Technician (Trnsp)-E	E10
Construction Technician (Trnsp)-A	11
Construction Technician (Trnsp)-2A	12
Dental Hygienist	E11
Dental Lab Technician-E	8
Dental Lab Technician-E	9
Dental Lab Technician-E	E10
Dental Lab Technician-A	11
Dental Lab Technician-SS	12
Drafting Assistant-E	6
Drafting Assistant-E	7
Drafting Assistant-E	E8
Drafting Technician-E	8
Drafting Technician-E	9
Drafting Technician-E	E10
Drafting Technician-A	11
Drafting Technician-SS	12
EEG/EKG Assistant-E	6
EEG/EKG Assistant-E	7
EEG/EKG Assistant-E	E8
Engineering Assistant-E	6
Engineering Assistant-E	7
Engineering Assistant-E	E8
Engineering Assistant-A	9
Engineering Technician-E	8
Engineering Technician-E	9
Engineering Technician-E	E10
Engineering Technician-A	11
Engineering Technician-SS	12
Environmental Technician-E	8
Environmental Technician-E	9
Environmental Technician-E	E10
Environmental Technician-A	11
Environmental Technician-SS	12

Equipment Technician-E	8
Equipment Technician-E	9
Equipment Technician-E	E10
Equipment Technician-A	11
Equipment Technician-SS	12
Fingerprint Technician-E	7
Fingerprint Technician-E	8
Fingerprint Technician-E	E9
Fingerprint Technician-A	10
Fisheries Assistant-E	6
Fisheries Assistant-E	E7
Fisheries Assistant-*Frozen*	E8
Fisheries Technician-E	8
Fisheries Technician-E	9
Fisheries Technician-E	E10
Fisheries Technician-A	11
Forest Technician-E	8
Forest Technician-E	9
Forest Technician-E	E10
Forest Technician-A	11
Geological Technician-E	8
Geological Technician-E	9
Geological Technician-E	E10
Geological Technician-A	11
Graphic Arts Designer-E	9
Graphic Arts Designer-E	10
Graphic Arts Designer-E	E11
Graphic Arts Designer-A	12
Graphic Arts Designer-SS	13
Laboratory Assistant-E	6
Laboratory Assistant-E	7
Laboratory Assistant-E	E8
Laboratory Assistant-A	9
Laboratory Glassware Worker-E	4
Laboratory Glassware Worker-E	E5
Laboratory Glassware Worker-A	6
Laboratory Technician-E	8
Laboratory Technician-E	9
Laboratory Technician-E	E10
Laboratory Technician-A	11
Laboratory Technician-SS	12
Media Production Specialist-E	P11
Pharmacy Assistant-E	E8
Photographer-E	9
Photographer-E	10
Photographer-E	E11

Photographer-A	12
Photo Services Assistant-E	6
Photo Services Assistant-E	7
Photo Services Assistant-E	E8
Photo Services Assistant-A	9
Radio Communications Technician-E	8
Radio Communications Technician-E	9
Radio Communications Technician-E	E10
Radio Communications Technician-A	11
Radio Communications Technician-SS	12
Respiratory Therapy Technician-E	8
Respiratory Therapy Technician-E	9
Respiratory Therapy Technician-E	E10
Surveying Technician-E	8
Surveying Technician-E	9
Surveying Technician-E	E10
Surveying Technician-A	11
Traffic Technician-E	8
Traffic Technician-E	9
Traffic Technician-E	E10
Traffic Technician-A	11
Traffic Technician-SS	12
Water Quality Technician-E	8
Water Quality Technician-E	9
Water Quality Technician-E	E10
Water Quality Technician-A	11
Water Quality Technician-SS	12
Wildlife Technician-E	8
Wildlife Technician-E	9
Wildlife Technician-E	E10
Wildlife Technician-A	11
X-Ray Technician-E	8
X-Ray Technician-E	9
X-Ray Technician-E	E10
X-Ray Technician-A	11
Architectural Draftsman	10RR
Engineering Draftsman	07RR
Engineering Draftsman	09RR
Property Technician	10RR
Traffic Technician	11RR
Trns Constr Aide	07RR
Trns Constr Insptr	07RR
Trns Constr Insptr	09RR
Trns Constr Tech	07RR

Appendix B
(INSERT CURRENT APPLICATION FOR MEMBERSHIP)

Appendix C
(INSERT CURRENT REPRESENTATION SERVICE FEE FORM)

Appendix D
Departmental Layoff Units and Bumping Sequence

1. Departmental Layoff Units

In accordance with the provisions of Article 13 of this Agreement, the following represents the designated layoff units for Department/Agencies which employ members of this Unit unless altered through secondary negotiations.

A. Department of Transportation:
region, except for the Lansing area which will include the Secondary Complex and the Bureau of Aeronautics as one layoff unit.

B. Department of Natural Resources:
Statewide

C. Department of Agriculture:
County

D. Departments of State Police/Management and Budget:
County, except that Ingham and Eaton shall be one layoff unit.

E. Department of Community Health:
Agency

F. In the following Departments, layoff units shall be the geographical or organizational entity as defined in the employment preference plans on file with Civil Service unless altered through secondary negotiations.
Department of Corrections
Department of Consumer and Industry Services
Department of Civil Service
Department of Education
Unemployment Agency
Department of Military and Veterans Affairs
Department of State
Department of Information Technology
Department of Labor And Economic Growth
Department of Treasury
Department of History, Arts and Library

Family Independence Agency

2. Bumping Procedure

Employees of this Unit, if exercising their option to bump, shall do so in the sequence provided herein unless altered through secondary negotiations.

A. Department of Transportation/Management and Budget:

(1) The employee shall have the right to first bump laterally within his/her current class/level in his/her layoff unit. If a lateral bump is unavailable within the layoff unit, the employee may bump laterally statewide.

(2) If a lateral bump as provided in A1 above is unavailable, the employee may bump at the next and successively lower levels within his/her current class series within his/her layoff unit if available. If not, the employee may bump at the next and successively lower levels statewide.

B. Departments of Natural Resources/Community Health:

(1) The employee shall have the right to first bump laterally in his/her current class/level within his/her layoff unit.

(2) If a lateral bump as provided in B1 above is unavailable, the employee may bump at the next and successively lower levels within his/her current class series in the layoff unit.

C. Departments of Agriculture/State Police/Environmental Quality:

(1) The employee shall have the right to first bump laterally in his/her current class/level within his/her layoff unit.

(2) If a lateral bump as provided in C1 above is unavailable, the employee shall have the option of bumping at the next and successively lower levels within his/her current class series within the layoff unit.

(3) If a bump, as provided in C2 above is unavailable the employee may bump at successively lower levels within his/her current class series statewide.

D. The bumping procedure for those Departments designated in Section 1(f) of this Appendix shall be in accordance with the employment preference plans on file with Civil Service unless altered through secondary negotiations.

3. The parties agree that an employee's bumping rights as provided in Section 2A-D above, shall only be exercised in the Bargaining Unit and only in those classifications to which the employee has served and attained Civil Service status.

Appendix E
Reassignment Expense Reimbursement for Eligible Employees

1. **Persons Covered:**

All authorized full-time employees currently employed by the State of Michigan being reassigned under Article 16, who actually move their residence closer to the new work location as a direct result of the reassignment, and who agree to continue employment in the new location for a minimum of one year are entitled to all benefits provided by this policy. New employees not presently (on the effective date of this Agreement) working for the State of Michigan shall not be entitled to benefits provided in this policy.

2. By Commercial Mover:

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

A. Household Goods: Includes all furniture, personal effects and property used in a dwelling, and normal equipment and supplies used to maintain the dwelling except automobiles, boats, camping vehicles, firewood, fence posts, toolsheds, motorcycles, snowmobiles, explosives, or property liable to impregnate or otherwise damage the mover's equipment perishable foodstuffs subject to spoilage, building materials, fuel or other similar non-household good items.

B. Packing: The State will pay up to $800 for packing and/or unpacking breakables. The employee must make arrangements and pay the mover for any additional packing required.

C. Insurance: The carrier will provide insurance against damage up to $.60 per pound for the total weight of shipment. The State will reimburse the employee for insurance cost not to exceed an additional $.65 per pound for the total weight of the shipment.

In addition to the above packing allowances:

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

A. Appliance Service;

B. Piano or organ handling charges;

C. Flight, elevator or distance carry charges;

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

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

3. **Mobile Homes:**

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

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

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

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

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

4. **Storage of Household Goods:**

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

5. **Temporary Travel Expense:**

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

the former residence.

6. **To Secure Housing:**

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

Appendix F
Letter of Understanding
Article 26

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

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

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

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

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

RULES FOR NETWORK USE

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

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

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

MEMBER COSTS ASSOCIATED WITHIN IN-NETWORK OR OUT-OF-NETWORK USE

	IN-NETWORK	**OUT-OF-NETWORK**
Deductible	$200/Individual $400/Family	$500/Individual $1,000/Family
Co-Payments	Office Visits $10 Services 0% Or 10% Emergency 0%	Most Services 10% (See 2. Below)
Preventive Services	Covered At 100% Limited To $750 Per Calendar Year Per Person. In January 2006, Limit Increases To $1,500.	Not Covered
Out-of-Pocket Maximum	$1,000/Individual $2,000/Family	$2,000/Individual $4,000/Family

1. If a member has access to the network, the member receives benefits at the in-network level when a network provider is used. The member is responsible for the in-network deductible (if any) and co-payment (if any). If a network provider refers the member to an out-of-network SCP the member continues to pay in-network expenses.

2. If a member has access to the network, the member receives benefits at the out-of-network level when a non-network provider is used. The member is responsible for the out-of-network deductible (if any), and co-payment (if any).

    - If the non-network provider is a Blues' participating provider, the provider will accept the Blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The member will not, however, be balance billed.

- If the non-network provider is not a Blues' participating provider, the provider does not accept blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The member may also be balance billed by the provider for all amounts in excess of the Blues' approved payment amount.

When a member has access to the network and chooses to use an out-of-network provider, amounts paid toward the out-of-network deductible, co-payment or out-of-pocket maximum cannot be used to satisfy the in-network deductible, co-payments or out-of-pocket maximum.

3. If a member does not have access to the network as provided above, the member will be treated as in-network for all benefits. The member will be responsible for the in-network deductible (if any) and co-payment (if any).

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

   If a member is under a course of treatment on January 1, 2003 when the new State Health Plan is implemented, the member will be treated as in-network until the course of treatment is concluded pursuant to the PPO standard transition policy. After that, the level of benefits will be governed by the in/out-of-network rules of the new State Health Plan.

Appendix G
Article 26
State Health Plan PPO – Benefit Chart

State Health Plan (PPO)		
	In-Network	**Out-of-Network**
Preventive Services - Limited to $750 per calendar year per person (In January 2006, limit increases to $1500)		
Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered –100%, one per calendar year	Not covered
Annual Gynecological Exam	Covered –100%, one per calendar year	Not covered
Pap Smear Screening-laboratory services only	Covered –100%, one per calendar year	Not covered

Well-Baby and Child Care	Covered –100% -6 visits per year through age 1 -2 visits per year, age 2 through 3 -1 visit per year, age 4 through 15	Not covered
Immunizations (no age limit). Annual flu shot; Hepatitis C screening covered for those at risk	Covered – 100%	Not covered
Fecal Occult Blood Screening	Covered –100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam Colonoscopy Exam	Covered – 100%	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%, one per calendar year	Not covered
PREVENTIVE SERVICES NOT SUBJECT TO MAXIMUM LIMIT		
Mammography Screening for standard film. Covers digital up to standard film rate	Covered – 100%	Covered - 90% after deductible
	One per calendar year, no age restrictions	
Colonoscopy Exam (Effective Jan. 1, 2006)	Covered – 100%	Covered - 90% after deductible
	Beginning At Age 50; One Every 10 Years	
Childhood Immunizations (Effective Jan. 1, 2006)	Covered 100% For Children Through Age 16	Covered 90% After Deductible
Physician Office Services		
Office Visits	Covered - $10 co-pay	Covered - 90% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 100% after deductible	Covered - 90% after deductible, must be medically necessary
Office Consultations	Covered - $10 co-pay	Covered - 90% after deductible, must be medically necessary
Emergency Medical Care		
Hospital Emergency Room-approved diagnosis, prudent person rule	Covered - 100% for emergency medical illness or accidental injury	Covered - 100% for emergency medical illness or accidental injury
Ambulance Services - medically necessary for illness and injury	Covered – 100% after deductible	Covered - 100% after deductible
Diagnostic Services		
Laboratory and Pathology Tests	Covered – 100% after deductible	Covered - 90% after deductible
Diagnostic Tests and X-rays	Covered – 100% after deductible	Covered - 90% after deductible
Radiation Therapy	Covered – 100% after deductible	Covered - 90% after deductible

Maternity Services Provided by a Physician		
Pre-Natal and Post-Natal Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes care provided by a Certified Nurse Midwife	
Delivery and Nursery Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes delivery provided by a Certified Nurse Midwife	
Hospital Care		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies, and Blood Storage	Covered - 100% after deductible Unlimited Days	Covered - 90% after deductible Unlimited Days
Inpatient Consultations	Covered - 100% after deductible	Covered - 90% after deductible
Chemotherapy	Covered - 100% after deductible	Covered - 90% after deductible
Alternatives to Hospital Care		
Skilled Nursing Care	Covered - 100% after deductible	Covered – 90% after deductible
	120 days per confinement	
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 deductible	Covered - 90% after deductible
Rabies treatment after initial emergency room treatment	Covered - 100% after deductible	Covered - 90% after deductible
Chiropractic Spinal Manipulation	Covered - $10 co-pay	Covered - 90% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
- Facility and Clinic	Covered - 100% after deductible	Covered - 100% after deductible
- Physician's Office - excludes speech and occupational therapy	Covered - 100% after deductible	Covered - 90% after deductible
	Up to a combined maximum of 60 visits per calendar year Effective Jan. 1, 2006 The Maximum Will Be 90 Visits Per Calendar Year	
Durable Medical Equipment	Covered 100%	Covered 80% Of Approved Charges
Prosthetic and Orthotic Appliances	Covered	Covered 80% Of Approved Charges
Private Duty Nursing	Covered - 90% after deductible	Covered - 90% after deductible
Prescription Drugs	Covered under non-BCBSM contract	Covered under non-BCBSM contract
Hearing Care Program	$10 office visits; more frequent than 36 months if standards met.	
Acupuncture Therapy Benefit – Under the supervision of a MD/DO	Covered - 90% after deductible (up to 20 visits annually)	Covered - 90% after deductible (up to 20 visits annually)
Weight Loss Benefit	Upon meeting conditions, eligible for a lifetime maximum reimbursement of $300 for non-medical, weight reduction.	
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of $300. (Additional wigs covered for children due to growth.)	
Deductible, 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, Chiropractic	

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

UTEA : Letter of Understanding
Article 13 - Borland Arbitration Decision

In the course of the 1987 negotiations, the parties agreed to provide certain rights for those employees in limited term positions covered by the David Borland Arbitration Decision Number FMCS 87K/00191. For the purposes of this Letter only, such persons shall be referred to as "employees". Employees shall have all wages and benefits to which they are entitled under the Collective Bargaining Agreement. In addition, employees who accrue 1040 hours or more of continuous service after July 1, 1987 shall have the following rights.

1. Upon expiration of their appointment, employees shall have the right to place their names on recall lists for future permanent employment and shall have recall rights in accordance with Article 13. Upon recall, employees shall be considered as new hire for the purposes of relocation and travel expense reimbursement.

2. Upon expiration of their appointment, employees shall have the right to be recalled to a limited term position in seniority order in the district in which they were employed in the previous year if the Department intends to fill limited term positions. Upon recall, employees shall be covered by applicable Travel Regulations.

Office of the State Employer
George G. Matish
Bea Goree

United Technical Employees Association
Joseph Cohn

Michigan Department of Transportation
John Lopez
Date: October 19, 1987

Letter of Understanding
Article 16 - Transfers and Reassignments

During the course of the 1987 negotiations, the parties reached the following understanding regarding the implementation of Article 16 in the Department of Transportation only.

1. In considering applicants for transfer, the Department shall select the most senior qualified candidate in accordance with Article 16.

2. In considering reassignments, the Department shall select the least senior qualified candidate in accordance with Article 16.

3. "Qualified" shall be defined as: "Completion, in an approved manner, of all training

required to perform the task or job, or performance of the requirements of the task or job, or performance of the task or job itself within the preceding twelve (12) month period."

4. For purposes of this Letter, qualification shall only be considered for individual employees at the lead worker level or above where there is no element system in place.

Office of the State Employer
George G. Matish
Bea Goree

United Technical Employees Association
Joseph Cohn

Michigan Department of Transportation
John Lopez

Date: October 19, 1987

Technical Unit Contract Addendum
Detroit House of Corrections Assumption Plan - Seniority

In recognition that House Bill 4392 provides the Michigan Legislature intent and authorization for the State assumption of the Detroit House of Corrections (DeHoco), and for the transfer of existing DeHoco employees to the Michigan Department of Corrections in accordance with a plan approved by the Michigan Department of Civil Service (the Assumption Plan), and in further recognition that the assumption Plan as proposed for adoption by the Michigan Civil Service Commission provides that City of Detroit continuous service of an assumed DeHoco employee shall be treated in accordance with the collective bargaining contract applicable to the position in which s/he is transferred, the parties hereby stipulate and agree that the Assumption Plan approved by the Civil Service Commission including the following provisions do and shall apply to DeHoco employees assumed into the Michigan Department of Corrections under the Assumption Plan.

1. Benefit Seniority/Bargaining Unit Seniority. Article 12, Section 1 and 2.

   (a) All continuous service earned with the City of Detroit prior to assumption into state classified service shall be treated for all purposes, except layoff and recall, as if such City of Detroit service had been earned with the state classified service.

   (b) For the purposes of layoff and recall only, Bargaining Unit seniority for comparative purposes shall only include City of Detroit continuous service hours when necessary to break a tie between employees in state classified service hours.

(c) The Bargaining Unit seniority of a DeHoco employee assumed into the state classified service under the Assumption Plan shall be the date of appointment into the state classified service for all comparative purposes, once said employee leaves DeHoco through any means.

United Technical Employees Association
Joseph Cohn

Office of the State Employer
George Matish
Bea Goree

Date: October 19, 1987

Letter of Understanding
Payroll Deductions and Remittance
for Michigan Educational Trust

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

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

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

United Technical Employees Association
Mert Brushaber

Office of State Employer
James B. Spellicy

Agreement Between the
Michigan Department of Transportation and
United Technical Employees Association
Regarding Work Element Training and Selection

Selection for Training:
There is some inconsistency between districts in the selection process. The Work Element Manual, page 2, states training in work elements will be based on seniority, availability of the work elements, and staffing requirements. It was agreed that:

1. Engineering supervision will select the most senior applicant for training in work elements which are available and which does not conflict with needed staffing.

2. If an applicant with seniority cannot be released when a needed work element becomes available, he or she will be assigned the next available opportunity for the training (Work Element Manual, pg 2).

3 Training opportunity will be balanced to include members in under utilized classes in accordance with principles of Civil Service and Michigan Equal Employment Opportunity Council Guidelines for Implementing Civil Service Rule 1.2b. Monitoring for consistency will be done by the central construction division staff.

4. Copies of the Work Element Manual will be distributed to all permanent and temporary technicians. If more manuals are needed, the responsible supervisor can obtain them by calling Lansing.

Processing Work Elements:
The Work Element Manual, page 3, states action will be taken by resident/project engineers within ten (10) work days of receiving a work element certification form. This time table has not always been met in actual practice. It was agreed that:

1. Except in emergency situations, engineering supervision will process the application within 15 work days of submission.

2. The manual states district panels will review applications at least quarterly. To this we would add that there must be no appreciable delay that would affect the applicant's eligibility for reallocation or promotion.

3. An application for work element certification must be submitted within one year of performance to guarantee recognition by the district panel (Work Element Manual, pg 3).

4. Most, but not all, district panels conduct the oral interview and documentation review on a one-on-one basis with a panel member. It is recommended that all panels do

this as stated in the "Oral Interview Guidelines" memo dated October 8, 1979. It is also recommended that panel members be rotated to provide for distribution of this duty.

5. The district panel must transmit their action on all work elements processed to the applicants within 10 work days of the panel meeting.

Appeals Process:
Any applicant who feels there is a problem in their work element training or certification which cannot be resolved through normal channels may use the following appeals process:

1. The employee can submit the attached appeals form to the resident/project engineer with a statement concerning the problem within 10 work days of the event. If the appeal concerns a district panel decision it can be submitted directly to the district field engineer.

2. The resident/project engineer will review the appeal and attempt to resolve the problem within ten (10) work days of receipt. The results will be recorded on the form and forwarded to the district field engineer with a signed and dated copy returned to the employee.

3. If the problem remains unresolved at the project level, the district field engineer will review the appeal and make recommendations on the appeal form with copies returned to the resident /project engineer and the employee within ten (10) work days of receipt.

4. If the problem remains unsolved at the district level, the appeal will be forwarded to Lansing construction division for review and follow-up within 15 work days of receipt.

5. If the employee disagrees with this determination, a grievance may be filed at Step 2.

Michigan Department of Transportation
Faustino Pumarajo,Jr.

United Technical Employees Association
Joseph Cohn

Letter of Understanding
Between the
Michigan Department of Transportation
and the
United Technical Employees Association

RE: Short Term Inter-District Reassignments

As a result of discussions between MDOT and UTEA the parties have agreed that

the following procedure shall apply to all short term, inter-district reassignments of MDOT Construction Division personnel covered under the Collective Bargaining Agreement existing between UTEA and the State of Michigan.

I. Short Term Inter-District Reassignments

1. Short term reassignments are hereby defined as the reassignment of an employee from his/her current work location to a different work location for a period of one construction season (April 1 - November 30).

2. In the event MDOT determines that short term reassignments are to be implemented, the following procedure will be used:

   a. MDOT will determine the work location(s) from which employees are to be reassigned.

   b. MDOT will determine the work location(s) to which employees are to be reassigned.

   c. MDOT will determine the number of employees, the classification(s), level(s), and the work elements required for an employee to be eligible for reassignment.

   d. MDOT will seek volunteers from among the eligible employees at the work location(s) which has/have been identified as over staffed.

   e. Eligible employees will be selected on the basis of seniority beginning with the most senior employee.

   f. In the event there are not enough volunteers, employees will be selected on the basis of inverse seniority beginning with the least senior eligible employee.

3. No employee covered by this agreement will be subject to more than one (1) short term, inter-district reassignment per construction season.

4. The length of the reassignment may be extended by mutual written agreement of MDOT and the individual employee.

5. Each reassigned employee will be entitled to expenses for full the duration of the reassignment.

6. Each employee will be returned to his/her previous work

location at the end of the reassignment period.

7. The parties agree that the advance notification requirement contained in the Collective Bargaining Agreement shall not apply to the short term reassignments covered by this Letter of Understanding. However, MDOT agrees that it will give affected employees a minimum of five (5) calendar days notice.

8. All personnel transactions covered under this agreement will be documented before or immediately following the reassignment. Copies of all documents will be placed in the employee's personnel file.

9. Overtime will be handled in accordance with Article 17, Section 14, and the accompanying Letter of Understanding. Individuals will be equalized in the overtime equalization unit in which they spent the majority of their time in a calendar year.

United Technical Employees Association
Joseph Cohn
Date: June 6, 1994
Michigan Department of Transportation
Wayne E. Roe
Date: June 15, 1994
Office of the State Employer
Sharon J. Rothwell
June 20, 1994

Letter of Understanding
Between the
Michigan Department of Transportation
and the
United Technical Employees Association
and
The Office of the State Employer

TO: All Michigan Department of Transportation Employees Covered by the Collective Bargaining Agreement Existing Between the United Technical Employees Association and the State of Michigan

FROM: United Technical Employees Association and Michigan Department of Transportation

RE: Flexible Work Assignment for Technicians

For more than two years the United Technical Employees Association (UTEA) and the Michigan Department of Transportation (MDOT) have worked together toward reaching an Agreement which will enable Technicians to perform Technical duties in a variety of classifications, thereby opening up new career paths for Technicians and providing MDOT with flexibility in assigning duties to Technicians. As a result of much effort and cooperation between UTEA and MDOT, a Letter of Understanding has been signed and will now be implemented. A copy of this letter is enclosed. It is being sent to every Technician in MDOT and will also be disseminated to management personnel within the department. Also included is an explanation of the major provision of the Letter. This communication is being sent jointly by UTEA and MDOT to illustrate that both parties have agreed upon understanding regarding the provisions contained in the Letter and how they are to be applied. If any Technician has a question regarding these issues, they are to contact UTEA. If any management personnel has a question, they are to contact the MDOT Office of Human Resources.

Joseph Cohn
United Technical Employees Association

C. Thomas Maki
Michigan Department of Transportation

Gregory L. Swanson
United Technical Employees Association

James Farrell
Michigan Department of Transportation

Letter of Understanding
Between the
Michigan Department of Transportation
and the
United Technical Employees Association
and
The Office of the State Employer

The parties have discussed and agreed that give the changes in the work environment, it is imperative that technicians perform a variety of technicians duties. The following Letter of Understanding is being enter into by the parties to provide for flexibility in assigning duties to technicians. This agreement is not designed to alter, amend or modify in any way, the Collective Bargaining Agreement existing between the United Technical Employees Association and the State of Michigan.

RE: Flexible Work Assignment for Technicians

Definitions

Technician Classifications -- The following are classifications covered by this agreement: Drafting, Construction, Traffic, Engineering and Survey Technicians.

Employee -- Anyone hired into a permanent or temporary position in one of the above referenced classifications in the MDOT after the effective date of this agreement.

Existing Employee – Anyone occupying a permanent position in the above listed classifications in the MDOT prior to the effective date of this agreement.

Implementation of New Employees

1. All new employees covered by this agreement will be hired into the department under one of the aforementioned technicians classifications.

2. New employees may be assigned to perform duties outside their classification to any of the technician classifications listed above. Such assignments can be made within a worksite.

3. Such assignments will be made by the employer as needed to meet the department's work load priorities and will be done in a manner that provides employees with an equal opportunity to perform them.

4. Such assignments will not be considered "working out of class" when performed for the training purposes or at the same or lower level.

Implementation of Existing Employees

1. Except in emergency situations existing employees will be given the opportunity to volunteer based on seniority to perform duties outside of their classification under any of the technician classifications listed above.

2. The department will seek volunteers of existing employees within thirty (30) days after the effective date of this agreement. Thereafter, those existing employees who did not participate will be given the opportunity to volunteer during the month of March 1999, and every April thereafter that this agreement is in effect.

3. No existing employee will be required to perform duties outside of their classification.

4. Such assignments will not be considered "working out of class" when performed for training purposes or at the same or lower level.

5. During the period between November 15 and April 15, for the purpose of this agreement, MDOT shall be able to assign existing employees to Winter Assignments in the same manner and under the same conditions that such assignments were made prior to the implementation of this Letter of Understanding.

Travel Status

Employees travel status (Schedule I/II) will be established by the classifications of their primary position and the applicable Travel Regulations.

Overtime

Overtime will continue to be offered, scheduled and assigned in accordance with

the provisions of Article 17, Section 14(B) of the Collective Bargaining Agreement, existing between the United Technical Employees Association and the State of Michigan.

Assignments/Reassignment/Transfers
Employees shall continue to be assigned, reassigned and transferred solely in accordance with the provisions of Article 16 of the Collective Bargaining Agreement, existing between the United Technical Employees Association and the State of Michigan.

Duration
The parties agree to the term of this Letter of Understanding for the duration of the primary Agreement. The parties agree that ninety (90) days before the end of this agreement to meet and discuss how this letter of understanding is working, discuss possible changes, and to determine if they wish to continue with this agreement. However, notification should be provided to the other party in writing with forty five (45) days prior to the termination of this agreement.

Bargaining Changes in UTEA - State of Michigan Collective Bargaining Agreement
If as a result of collective bargaining, any new language is adopted that impacts this letter of understanding the parties agree to meet and bargain over the impact of such language on this agreement, within thirty (30) days of ratification of the Collective Bargaining Agreement.

Michigan Department of Transportation
by: *James D. Farrell* Date: 8/19/98
9/8/98

Office of the State Employer
by: *Janine M. Winters* Date:

by: *James Wilson* Date: 9/8/98

United Technical Employees Association
by: *Joseph Cohn* Date: 8/20/98

Explanation of the Major Provisions of the Flexible Work Assignment Letter of Understanding

1. Technician Classifications Covered:
   1. Drafting
   2. Construction
   3. Traffic
   4. Engineering
   5. Survey

2. New Employee - Anyone hired into a permanent or temporary position with the Michigan Department of Transportation in any of the above cited classes after the effective date of this agreement. These employees will be classified and

appointed according to their primary duties.

3. Existing Employee - Anyone occupying a permanent position in the Michigan Department of Transportation in one of the above cited classes prior to the effective date of this agreement.

4. New Employee Assignments

1. Michigan Department of Transportation will be allowed to assign new employee duties in any of the above listed classifications.

2. Assignment of such duties outside of the employees primary classification may only be done within the work site to which the employee is assigned. A work site is a field office, TSC or district office.

3. All employees at a work site within the covered classification will be given an equal opportunity to perform duties outside of their primary classification.

4. Such assignments are not working out of class.

5. Existing Employee Assignments

1. No existing employee will be required to perform work outside of their classification.

2. All existing employees will be given the opportunity to volunteer for assignments outside their classification.

3. Assignment of those who volunteer will be made on a rotating basis, based on seniority, with the most senior being assigned first.

4. Existing employees will have 30 days from the effective date of this Agreement to volunteer.

5. In March of 1999 and every April thereafter that this Agreement is in effect, existing employees will be able to volunteer to participate or to remove themselves from the volunteer list.

6. Michigan Department of Transportation will continue to be able to assign existing employees to Winter Assignments between November 15 and April 15, in the same way as they have in the past.

7. Assignments made under the provisions of the agreement will be made at the same or lower level and will not be considered working out of class.

6. Travel Status - An employee's primary class will determine whether the employee is in Schedule I or Schedule II travel status regardless of the travel status of the temporary assignment.

7. Collective Bargaining Provisions - This letter in no way alters, amends or nullifies any provisions of the Collective Bargaining Agreement existing between the UTEA and the State of Michigan.

Letter of Understanding
Human Resources Management Network (HRMN)

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

An example of this are the terms "transfer, reassignment, and demotion" which are called "job change" in HRMN. The HRMN history record will show each of these transactions as a job change, however they will continue to have the same contractual meaning they had prior to the implementation of HRMN.

FOR THE UNION
Dennis L. Streeter

FOR THE EMPLOYER
Janine M. Winters

Letter of Understanding
Pre-Tax Parking/Transportation Benefit

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.

FOR THE UNION
Dennis L. Streeter

FOR THE EMPLOYER
Janine M. Winters

LETTER OF UNDERSTANDING
ARTICLE 16
ASSIGNMENT AND TRANSFER

The parties agree that entry level (8) Technician position vacancies in the Michigan Department of Transportation (MDOT), which are filled as a result of the formal MDOT recruitment process conducted at colleges and universities, are exempt from the provisions of Article 16, Section 5.A.3.

The parties further agree that the remaining provisions of Article 16, Section 5.A will be exhausted prior to making any contingent offer of employment to a graduating candidate during the formal MDOT recruitment process and, upon acceptance of the contingent offer of employment by said candidate, the entry level Technician vacancy will be considered filled.

The parties also agree that, upon acceptance of the contingent offers of employment, MDOT will provide to the union a list of the successful candidates and the locations of the positions to be filled.

This Letter of Understanding is entered into for the term of the agreement unless the parties mutually agree to extend it during negotiations in 2007.

FOR THE UNION
Jerry Ketchum, President
SEIU LOCAL 517M, TECHNICAL UNIT

FOR THE EMPLOYER
David H. Fink, Director
Office of the State Employer

LETTER OF UNDERSTANDING
SEIU LOCAL 517M TECHNICAL UNIT

The parties agree that employees in the Technical Bargaining Unit classified as state worker 4 may work up to 1,040 hours in a calendar year. The parties further agree that employees in the technical unit assigned to MDOT Civil Engineer or Technician co-op positions as permitted under Article 27, Section 4 of the Agreement, may work up to 2,080 hours in a calendar year.

For The Union
Jerry Ketchum 09-29-04

For The Employer
David H. Fink 09-29-04

LETTER OF UNDERSTANDING
ARTICLE 26

During the negotiations in 2004, the parties agreed to amend the State Health Plan PPO chiropractic spinal manipulation benefit as provided for in Appendix G on a one (1) year trial basis. After one (1) year of experience at the new benefit level, the union may elect to continue the benefit at that level or return to the former benefit level of coverage at 90% after meeting the deductible.

For The Union
Jerry Ketchum 10-28-04

For The Employer
Cheryl Schmittdiel 10-28-04

LETTER OF UNDERSTANDING
ARTICLE 26

During the negotiations in 2004, the parties agreed to amend the State Health Plan benefit for a Durable Medical Equipment (DME) and prosthetic and orthotics appliances network as provided for in appendix g on a one (1) year trial basis. After one (1) year of experience at the new benefit level, the union may elect to continue the benefit at that level or return to the former benefit level of coverage at 90% in-network after meeting the deductible.

For The Union
Jerry Ketchum 10-28-04

For The Employer
Cheryl Schmittdiel 10-28-04

LETTER OF UNDERSTANDING

During negotiations in 2004, the parties discussed concerns related to schedule II of the MDOT travel regulations. The parties agree to meet within 30 calendar days after Civil Service Commission approval of this letter of understanding to attempt to resolve the concerns. Any recommendation will be forwarded to the

director of the Michigan Department of Transportation and the director of the Office of the State Employer within 60 calendar days for possible implementation.

For The Union
Jerry Ketchum 10-28-04

For The Employer
Cheryl Schmittdiel 10-28-04

LETTER OF UNDERSTANDING
ARTICLE 29
DRUG AND ALCOHOL TESTING

During the negotiations in 2004, the parties discussed reducing the percentage of employees who are subject to random drug and/or alcohol testing. The Employer agreed to reduce the number of random tests to 10% of the number of test-designated positions in the pool for a one-year period beginning in October 2005. If after one year there is a significant increase in the percentage of positive tests, the Employer reserves the right to return to 15%. If there is a significant reduction in the percentage of positive test results, the employer will meet with the Union to discuss the issue of further reduction in the percentage of employees randomly tested.

For The Union
Jerry Ketchum 10-28-04

For The Employer
Cheryl Schmittdiel 10-28-04

LETTER OF UNDERSTANDING
UNION USE OF STATE'S E-MAIL SYSTEM

Where access to the state's e-mail system is otherwise available, the Employer agrees to permit use of the state's existing e-mail system by union staff, union officers and union stewards for legitimate union business. Any use of the state's e-mail system by a bargaining unit employee for legitimate union business must take place on non-work time only, including the review of any such union materials transmitted.

All legitimate union business transmitted through the state's e-mail system must be clearly identified as a union communication in the subject line, and must be of a reasonable size, volume, and frequency. The employer shall have no liability to the union or an employee for the delivery or security of such transmittals.

No partisan political, or profane materials, or materials related to union elections, or materials defamatory or detrimental to the state, to the union, or to an individual employee, may be transmitted through the state's e-mail system. The Employer reserves the right to block any and all such material. The state's e-mail system is not private and may be monitored at any time.

In the event the Office of the State Employer determines that the Union's use of the state's e-mail system violates provisions of this Letter of Understanding, upon notice from the Office of the State Employer, the Union shall promptly take steps to correct the violation. In the event of a repeat violation, the Office of the State Employer and the Union shall meet and resolve the issue.

The program will continue for the duration of the agreement unless the Office of the State Employer identifies problems that cannot be resolved after meeting with the union. The Office of the State Employer reserves the right to cancel the program if the parties fail to resolve any identified problem(s).

For The Union
Dennis Streeter 11-04-04

For The Employer
Cheryl Schmittdiel 11-04-04

LETTER OF UNDERSTANDING
REDUCTION OF HOURS

Through the expiration of this Agreement, December 31, 2007, the Employer agrees not to assert or exercise its rights, if any, related to reduction of hours of employment under this agreement. This Letter of Understanding shall not be construed as an admission by the Union of any right of the Employer to reduce hours of employment nor as an admission by the Employer of the absence of any such right.

For The Union
Jerry Ketchum 10-28-04

For The Employer
Cheryl Schmittdiel 10-28-04

LETTER OF UNDERSTANDING
BANKED LEAVE TIME PROGRAM

1. Eligibility.
Permanent and limited-term, full-time, part-time, seasonal, and intermittent, probationary and non-probationary employees shall be required to participate in the banked leave time program (program). Non-career employees are not eligible to participate in the program.

2. Definitions and description of program.
An eligible employee shall work a regular work schedule, but receive pay for a reduced number of hours. The employee's pay shall be reduced by four (4) hours per pay period for full-time employees, and by a pro rata number of hours for less than full-time employees. The employee will be credited with a like number of Banked Leave Time (BLT) hours for each biweekly pay period.

3. Hours Eligible For Conversion To Program.

The number of BLT hours for which the employee receives credit shall be accumulated and reported periodically to participating employees. During the term of this letter of understanding, an employee shall not be able to accumulate in excess of 184 BLT hours. Accumulated BLT hours shall not be counted against the employee's annual leave cap, known as part a hours under the annual and sick leave program.

The employee shall be eligible to use the accumulated BLT hours in a subsequent pay period in the same manner as annual leave, pursuant to article 25.

4. Timing Of Conversion Of Unused Program Hours.

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

If the amount of a projected contribution would exceed the maximum amount allowable under section 415 of the internal revenue code (when combined with other projected contributions that count against such limit), the state shall first make a contribution to the employee's account within the State of Michigan 401(k) plan up to the maximum allowed, and then make the additional contribution to the employee's account within the State of Michigan 457 plan.

5. Insurances, Leave Accruals And Service Credits.

Retirement service credits, overtime compensation, longevity compensation, step increases, continuous service hours, holiday pay, annual and sick leave accruals will continue as if the employee had received pay for the BLT hours. Premiums, coverage and benefit levels for insurance programs (including LTD) in which the employee is enrolled will not be changed as a result of participation in the program. Employees shall incur no break in service due to participation in the program. Subject to legislative approval, the program is not intended to have an effect on the final average compensation calculations under the state's defined benefit plan nor the salary used for employer contribution calculations under the state's defined contribution plan.

6. Relationship To Plan A And Plan C.

Before incurring unpaid Plan A or plan C hours all BLT hours must be exhausted.

7. Term.

The program shall be effective the pay period beginning January 2, 2005. The pay reduction and accrual provisions of this Letter of Understanding shall be in effect through the pay period ending October 22, 2005 unless extended by mutual agreement of the parties.

For The Union
Jerry Ketchum 10-28-04

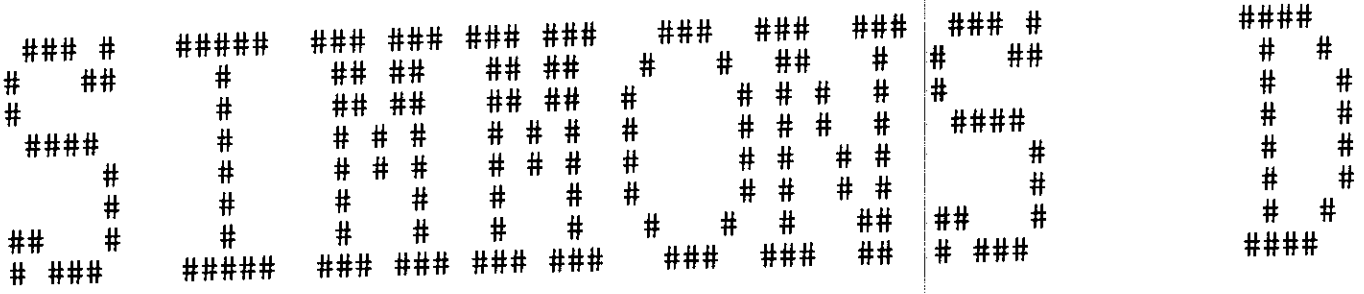
For The Employer
Cheryl Schmittdiel 10-28-04

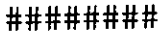
EMPLOYMENT AND CONTINUING CONDITION GUARANTEE

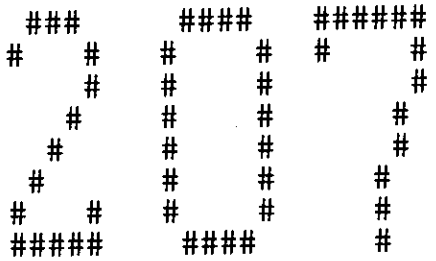
The Employer agrees that no employee in the Technical Bargaining Unit will be temporarily laid off, nor have their hours of employment unilaterally reduced under the provisions of this agreement, during the term of this agreement. Any time the Employer abolishes an occupied position necessitating layoff(s), affected employees will be offered employment within the bargaining unit. Employees who do not accept such employment shall be laid off, and such layoff shall not be deemed to violate this guarantee.

In the unanticipated event that it becomes necessary to conduct temporary layoffs or reduce the hours of bargaining unit employees, the Director of the Office of the State Employer shall inform the Union as early as possible, but consistent with the requirements of the collective bargaining agreement. Upon union request, the Employer shall discuss the potential impact upon unit employees caused by such actions. Following Employer notice of temporary layoffs or hours reduction, upon Union request employee participation in the Banked Leave Time program will be suspended for all employees in the bargaining unit for the remainder of this agreement beginning with the next pay period. All accrued Banked Leave Time hours shall remain subject to the provisions of the Letter of Understanding.

This guarantee shall be effective January 2, 2005 and end October 22, 2005.







6/28/2005

LETTER OF UNDERSTANDING
BANKED LEAVE TIME PROGRAM

1. Eligibility.
Permanent and limited-term, full-time, part-time, seasonal, and intermittent, probationary and non-probationary employees shall be required to participate in the Banked Leave Time Program (Program). Non-career employees are not eligible to participate in the Program.

2. Definitions and Description of Program.
An eligible employee shall work a regular work schedule, but receive pay for a reduced number of hours. The employee's pay shall be reduced by four (4) hours per pay period for full-time employees, and by a pro rata number of hours for less than full-time employees. The employee will be credited with a like number of Banked Leave Time (BLT) hours for each biweekly pay period.

3. Hours Eligible for Conversion to Program.
The number of BLT hours for which the employee receives credit shall be accumulated and reported periodically to participating employees. During the term of this Letter of Understanding, an employee shall not be able to accumulate in excess of 100 BLT hours. Accumulated BLT hours shall not be counted against the employee's annual leave cap, known as Part A hours under the annual and sick leave program.

The employee shall be eligible to use the accumulated BLT hours in a subsequent pay period in the same manner as annual leave, pursuant to Article 25.

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

If the amount of a projected contribution would exceed the maximum amount allowable under Section 415 of the Internal Revenue Code (when combined with other projected contributions that count against such limit), the State shall first make a contribution to the employee's account within the State of Michigan 401(k) plan up to the maximum allowed, and then make the additional contribution to the employee's account within the State of Michigan 457 plan.

5. Insurances, Leave Accruals and Service Credits.
Retirement service credits, overtime compensation, longevity compensation, step increases, continuous service hours, holiday pay, annual and sick leave accruals will continue as if the employee had received pay for the BLT hours. Premiums, coverage and benefit levels for insurance programs (including LTD) in which the employee is

enrolled will not be changed as a result of participation in the Program. Employees shall incur no break in service due to participation in the Program. Subject to legislative approval, the Program is not intended to have an effect on the Final Average Compensation calculations under the State's Defined Benefit Plan nor the salary used for employer contribution calculations under the State's Defined Contribution Plan.

6. Relationship to Plan A and Plan C.
Before incurring unpaid Plan A or Plan C hours all BLT hours must be exhausted.

7. Term.
The Program shall be effective the pay period beginning October 26, 2003. The pay reduction and accrual provisions of this Letter of Understanding shall be in effect through the pay period ending October 9, 2004 unless extended by mutual agreement of the Parties.

SEIU LOCAL 517M, TECHNICAL UNIT
LETTER OF UNDERSTANDING
ARTICLE 13
LAYOFF, REDUCTION OF HOURS, AND RECALL
FURLOUGH HOURS

The layoff and recall provisions of Article 13 shall not apply to this Letter of Understanding.

1. Two scheduled unpaid furlough days in fiscal year 2003-04.

A. All employees who do not occupy essential positions, as designated in the sole discretion of the employer, shall be furloughed without pay on January 2, 2004 (the day after New Year's day), and February 13, 2004 (day before President's Day weekend).

Any furloughed employee whose scheduled regular work hours exceed eight (8) on each of the above unpaid furlough days, may choose to either: 1) use accrued annual leave credits, BLT hours, or compensatory time to complete their scheduled day, or 2) accept lost time to complete their scheduled day.

Any employee who does not occupy an essential position whose scheduled regular day off falls on January 2, 2004, or February 13, 2004, shall be scheduled for eight (8) additional unpaid floating furlough hours, for each such day, during fiscal year 2004 in accordance with Section 3 below.

B. All employees who occupy essential positions, as designated in the sole discretion of the employer, who are not furloughed on January 2, 2004, or February 13, 2004, shall be scheduled for eight (8) additional unpaid floating

furlough hours, for each such day, during fiscal year 2004 in accordance with Section 3 below.

2. One Paid Furlough Day In Fiscal Year 2003-04.

   A. All employees who do not occupy essential positions on December 26, 2003, as determined in accordance with the procedure outlined above, and are otherwise scheduled to work on that day, shall receive one (1) paid furlough day on December 26, 2003 (the day after Christmas).

   B. All employees who occupy essential positions on December 26, 2003, as determined in accordance with the procedure outlined above, who work on December 26, 2003, shall have eight (8) hours of leave added to their annual leave counter.

   C. All employees who are not scheduled to work on December 26, 2003, as a result of their regular day off, and do not work on that day, shall have eight (8) hours of leave added to their annual leave counter.

3. Unpaid Floating Furlough Hours.

In addition to 1. and 2. above, all employees shall be scheduled for and incur twenty (20) unpaid furlough hours during fiscal year 2004. Such hours shall be scheduled by mutual agreement of the employee and their supervisor in a manner similar to annual leave. Not more than eight (8) hours of mutually scheduled unpaid furlough hours may be scheduled in a week defined as Sunday through Saturday.

In the event that the requisite number of unpaid furlough hours have not been scheduled by February 1, 2004, the employer shall schedule the employee for the remaining hours. No more than eight (8) employer scheduled unpaid furlough hours may be scheduled in a pay period. Employees shall receive notice of such employer scheduled unpaid furlough hours at least fourteen (14) calendar days prior to the beginning of the pay period in which they are to be furloughed.

An employee who is furloughed in accordance with this letter of understanding shall not be entitled to any leave balance payoffs upon furlough, however, overtime compensation, longevity compensation, step increases, continuous service hours, holiday pay, annual and sick leave accruals will continue as if they were in full pay status. Premiums, coverage and benefit levels for insurance programs (including LTD) in which the employee is enrolled will not be changed as a result of participating in the furloughs.

LETTER OF UNDERSTANDING
PRO-RATING OF FURLOUGH HOURS

The parties hereby affirm their intent that less than full-time employees and employees entering the Technical Bargaining Unit during the fiscal year 2004 shall have their required number of unpaid furlough hours pro-rated in accordance with the Civil Service Regulation applicable to non-exclusively represented employees.

NO LAYOFF GUARANTEE

The employer agrees that no employee in the SEIU Local 517M Technical bargaining Unit will be indefinitely or temporarily laid off and that full-time employees will not have their hours unilaterally reduced during fiscal year 2004. (Notwithstanding this guarantee, SEIU does not acknowledge any rights of the employer to reduce hours of full-time employees and contests any such claimed right.) In the unanticipated event that it becomes necessary to conduct indefinite or temporary layoffs of bargaining unit employees during fiscal year 2004, the employer shall inform SEIU local 517M as early as possible, but not less than thirty (30) calendar days in advance of the layoffs and discuss upon request the potential impact upon unit employees caused by such layoffs. Employee participation in the banked leave time program and the mandatory furlough program will be suspended for all employees in this bargaining unit for the remainder of the fiscal year, beginning with the first pay period following such notice. The suspension shall not affect participation in the mandatory furlough program prior to the suspension. All accrued bank leave time hours shall remain subject to the provisions of the letter of understanding.

Letter of Understanding
Technical Unit
Limited Term Appointments

When an employee has been in the same limited term appointment for 4,160 continuous service hours, the employee shall be made permanent, unless the employee is working in a project which has an established ending date. This provision shall not apply in the case of a continuing state employee who accepts an appointment to a limited term position in accordance with Article 13 Section B.

LETTER OF INTENT
THE OFFICE OF THE STATE EMPLOYER
and
SEIU LOCAL 517M, TECHNICAL UNIT

HOURS OF WORK AND OVERTIME

It is the Employer's intent that, wherever the Department's objective of teamwork will not be unreasonably disrupted by a one-half hour lunch period, if requested by a Technical Unit employee, a one-half hour lunch period shall be scheduled. In all other cases, where operationally feasible, a Technical Unit employee's request to be scheduled for a one-half hour lunch period will not be unreasonably denied. Denial of the request, or termination of approval, shall not be grievable.

LETTER OF UNDERSTANDING
AMENDMENT TO STATE EMPLOYEES RETIREMENT ACT

If the Legislature does not pass amendments to the State Employees Retirement Act to provide for Banked Leave Time hours and furlough hours to be treated as time worked and time paid for purposes of retirement the parties will meet to establish an appropriate process for addressing the resultant impact on retiring employees.

SEIU LOCAL 517M, TECHNICAL UNIT

ARTICLE 16

ASSIGNMENT AND TRANSFER

Section 4. Filling Vacancies.

. . . .

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

Section 5. Reassignment and Transfer Procedure

. . . .

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

a. An employee who has received a disciplinary suspension within one year preceding the date of the transfer request or during the

period between the application date and the date the employee is considered for transfer;

. . . .

Office of the State Employer
And
SEIU Local 517M

Memorandum of Understanding

During the discussions regarding concessions for Fiscal Year 2004, the parties agreed as follows:

The Office of the State Employer will seek to amend the State Employees Retirement Act to provide for Banked Leave Time hours and furlough hours to be treated as time worked and time paid for purposes of retirement.

The establishment of Alternate Work Schedules is a proper subject for department Labor Management meetings. In the event that SEIU Local 517M has unresolved concerns after such meetings, the Office of the State Employer will resolve the differences.

A committee will be established with representatives of the Scientific and Engineering Bargaining Unit and management to determine an appropriate transfer procedure for employees at the 12 level.

A committee will be established with representatives of SEIU Local 517M, the Office of the State Employer, and the Department of Civil Service Employee Benefits Division to study the escalating cost of prescription drugs and evaluate ways to control such costs.

SEIU Local 517M will be involved in discussions with the Office of the State Employer regarding the use of personal vehicles while on state business.

The Office of the State Employer will instruct the Departments to accept an employee's certification of the need for up to two weeks of sick leave upon birth of their child, prior to beginning any paternity leave.