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Title: **Michigan, State of and International Union, United Automobile, Aerospace & Agricultural Implement Workers of America (UAW), AFL-CIO, Local 6000 (2002)**

K#: **800358**

Location: **MI**

Employer Name: **Michigan, State of**

Union: **International Union, United Automobile, Aerospace & Agricultural Implement Workers of America (UAW), AFL-CIO**

Local: **6000**

SIC: **9199**

NAICS: **921190**

Sector: **S**

Number of Workers: **19575**

Effective Date: **01/01/02**

Expiration Date: **12/31/04**

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ARTICLE 1
PREAMBLE

This Agreement is made and entered into at Lansing, Michigan, by and between the State of Michigan and its principal Departments and Agencies (hereinafter referred to as the "Employer"), represented by the State Employer, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its Local Union 6000 (hereinafter referred to as the "Union"), as exclusive representative of employees employed by the State of Michigan and as specifically set forth in Article 3, shall be effective on January 1, 2002 provided that it has been ratified by the Employer, the Union, and approved by the Civil Service Commission.

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

ARTICLE 2
PURPOSE AND INTENT

A. It is the purpose of this Agreement to provide for the wages, hours and terms and conditions of employment of the employees covered by this Agreement, to recognize the continuing joint responsibility of the parties to provide efficient and uninterrupted services and satisfactory employee conduct to the public, and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences between employees and the Employer. Upon approval by the Civil Service Commission, the provisions of this Agreement shall automatically modify or supersede: (1) conflicting Civil Service Rules and Regulations pertaining to wages, hours, and terms and conditions of employment, except where prohibited by the Civil Service Rules; and (2) conflicting rules, regulations, practices, policies and agreements of or within Departments/Agencies pertaining to terms and conditions of employment.

B. If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of this Agreement, in any respect, any such changes shall be effective only if reduced to writing and executed by the authorized representatives of the State Employer and the International Union, UAW and its Local Union 6000, and approved by the Civil Service Commission.

C. No individual employee or group of employees, acting independently of the International Union, UAW and its Local Union 6000, may alter, amend, or modify any provisions hereof.

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

ARTICLE 3
RECOGNITION

Section A. Representation Units.

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

Human Services Unit - certified November 17, 1985.
Administrative Support Unit - certified November 17, 1985.

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

Employees working in managerial, confidential, or supervisory positions, or any positions excluded by the Civil Service Rules and Regulations, shall not be covered by the terms and conditions of this Agreement.

Section B. Classifications and Positions.

1. Classifications.

a. The parties will review all abolishment of existing Unit classifications as well as all new classifications consisting of a significant part of the duties of existing Unit classifications.

b. When the Employer recommends creation of a new classification, the Employer shall give timely notice to the Union describing the class created, the number of positions, proposed salary range and the Bargaining Unit into which the Employer believes the new class should be placed.

c. The inclusion or exclusion of newly created classifications shall be resolved in accordance with the applicable Civil Service Rules and Regulations.

d. Copies of recommendations by the Union to the Civil Service Commission or the Department of Civil Service concerning abolishing, modifying or creating new classifications shall be forwarded to the State Employer and affected Departments.

2. Positions.

a. The Employer agrees not to remove existing Bargaining Unit positions, except as provided in the Civil Service Rules. The Employer will provide the Union notice thirty (30) days prior to requesting that Civil Service remove existing Bargaining Unit positions. The notice will provide supporting documentation, including the incumbent's name, identification number, position description, placement in organizational structure, as well as the rationale for the request.

b. Copies of CS 129s submitted by Departments to the Department of Civil Service to exclude or reallocate a Bargaining Unit position shall be forwarded to the Local Union at the time it is submitted to Civil Service.

c. When the Employer intends to make a limited term appointment of six (6) months or more, or when a limited term appointment is to be extended beyond six (6) months the Employer will provide advance notice to the Union. Disputes regarding notice shall not be grievable.

An employee whose status has been gained in a limited term appointment may not be moved to a permanent position until the rights of permanent employees under Articles 12 and 13 have been exhausted.

3. Classified employees in classes and positions assigned to these Units in accordance with this Section shall be subject to the provisions of this Agreement.

Section C. Appointment Duration.

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

ARTICLE 4
UNION RIGHTS

Section A. Aid to Other Organizations.

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

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

Nothing contained herein shall be construed to prevent any individual employee from (1) discussing any matter with the Employer and/or supervisors, or (2) processing a grievance in his/her own behalf in accordance with the grievance procedure provided herein.

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

Section B. Information provided to the Union.

1. The Employer agrees to furnish to the Union in electronic format, a bi-weekly transactions report listing employees in these Units who are hired, rehired, reinstated, transferred into or out of the Bargaining Unit(s), transferred between Agencies and/or Departments, promoted, reclassified, downgraded, placed on leaves of absence(s) of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), who have been added to or deleted from the Unit(s) covered by this Agreement, or who have made any changes in Union deductions. This report shall include the employee's name, social security number, employee status code, job code description class/level, personnel action and reason, and effective start and end dates, county, city, former class and former or new process level (Department/Agency).

2. The Employer will provide to the Union in electronic format a bi-weekly demographic report which contains the following information for each employee in the Bargaining Unit(s): 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, worksite office

address codes, Union deduction code, deduction amount, status code (appointment code), position code (position type), leave of absence/layoff effective date, continuous service hours, county code, unit code and hourly rate. This listing shall be based on the active employee records during the first full pay period of the calendar month. The parties agree that this provision is subject to any prohibition imposed upon the Employer by courts of competent jurisdiction.

3. Membership dues and Service Fee deductions for each bi-weekly pay period shall be remitted to the designated Financial Officer of the Local Union, an alphabetical list of names, by Department and Agency, of all enrollments, cancellations with departure coding, when available, deduction changes, additional deductions, name and/or social security number change, no later than ten (10) calendar days after the close of the pay period of deduction. The Employer shall provide to the Financial Officer of the Local Union an alphabetical list, by Department and Agency, identifying those employees who have valid dues deduction authorization on file with the Employer from whose earnings no deduction of dues was made. Unavoidable delays shall not constitute a violation of this Agreement.

4. Upon request, the Employer agrees to furnish to the Union an electronic report listing employees in these Units in alphabetical order by Unit, social security number, Department, Agency and class, which indicates which employees are on dues deduction to the Union and which employees are paying a Representation Fee to the Union. The report will also contain the names of employees by Unit, social security number, Department, Agency and class who are neither paying dues nor a service fee. The Employer will furnish such report to the Union at one-half (1/2) the cost of production.

5. The Employer will provide to the Union a bi-weekly report in electronic format listing by department/agency of limited term appointments made that pay period. Such information shall include the employee's name, social security number, job code description, county, current classification and prior classification, appointment date and the expiration date of the limited term appointment.

6. The reports listed in Subsections 1, 2, 3 and 4 above shall be in the form currently provided. The changes agreed upon in this Section shall be implemented as soon as administratively possible.

7. All reports to the Union required by this Article or Agreement shall be provided in the least expensive form acceptable to the Local Union's designated Financial Officer. The Union shall be provided a hard copy listing of all addresses of the Employer's time keeping units (TKUs), and other documents utilized to interpret the information provided for in this Article. Where requested by the Union, and if available, Employer copies of such existing reports or documents will be made available to the Union for copying.

Section C. Bulletin Boards.

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

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

All materials shall be signed, dated and posted by the designated Local Union Representative. The bulletin boards shall be maintained by the Union and shall be for the sole and exclusive use of the Union for communicating to employees on Union business and activities.

No partisan political literature, nor materials ridiculing individuals by name or obvious direct reference, nor defamatory or detrimental to the Employer or the Union shall be posted.

In the event that the Office of the State Employer determines that any posting violates the provisions of this Section, the International Union shall promptly notify its local designee that the posting shall be removed. In addition, the Employer will endeavor to make certain that unauthorized removal of material from the Union bulletin boards does not occur.

Section D. Mail Service.

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

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

The use of the mail shall be restricted to only that mail necessary to conduct business with or communicate with State offices regarding Union activities. No partisan political literature nor material ridiculing individuals by name or obvious direct reference nor defamatory or detrimental to the Employer or the Union shall be distributed through the mail system.

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

In the event that the Office of the State Employer determines that the Union's use of the internal mail service violates the provisions of this Section, the International Union shall promptly take steps to correct the violation.

Section E. Union Information Packet.

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

Section F. Union Meetings on State Premises.

The Employer agrees to furnish State conference and/or meeting rooms for Union meetings upon prior request by the Local President or his/her designee, subject to approval by the appropriate local Employer Representative. Expected attendance cannot exceed the capacity of the room requested. Such facilities shall be furnished to the Union in accordance with usual Agency practices. Union meetings on State premises shall be governed by the Employer's operational considerations and shall be confined to the approved locations. The parties understand that Management has the right to limit access to State owned or leased buildings. Such limitations shall be based on operational and security considerations.

Section G. Telephone Directory.

The Employer agrees to publish free of charge the telephone numbers and business addresses of the Local in the next State of Michigan telephone directory as published by the Department of Management and Budget. Such listing shall include the identification of a reasonable number of staff individuals. The Employer agrees to extend the right provided in this Section to any new full time staff offices operated by the Union. This shall not apply to office space granted

pursuant to Section H. of this Article. The Employer shall provide to the Union five (5) copies of the directory at no charge to the Union.

Section H. Office Space.

The Employer agrees that, subject to its availability, office space at institutional settings which employ Bargaining Unit members shall be provided.

The provisions of this Article shall apply to any new State office building constructed during the term of this Agreement.

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

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

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

Where office space is not available the Employer shall make available, upon request, a private meeting room where the Union Representative may meet with a Bargaining Unit employee for Union representational activities, such as a meeting with a grievant. In addition, subject to its availability, space for a filing cabinet of reasonable size provided by the Union shall be made available.

The Employer reserves the right to withdraw approval for the Union's use of such space, upon thirty (30) days written notice to the Union only due to operational requirements. If approval is withdrawn due to operational requirements, the Employer will make a good faith effort to provide alternative space.

Section I. Access to Premises by Union Staff.

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

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

The Employer may designate a private meeting place or may provide a representative to accompany the Union Officer or Representative where operational or security considerations do not permit unaccompanied Union access. The Employer Representative shall not interfere with or participate in these visitation rights. The Employer reserves the right to limit the number of representatives permitted on the premises at any one time in accordance with operational and security needs and to suspend such access rights during emergencies, or in the case of abuse.

Section J. Union Presentation.

During a planned orientation of a new representational Unit employee(s), the Union shall be given a reasonable amount of time to introduce one local Union Representative or one International Staff Representative to speak to describe the Union, its rights and obligations as an exclusive representative. No partisan political material, nor materials ridiculing individuals by name or obvious direct reference or defamatory or detrimental to the Employer shall be contained in such presentation. Violation of this prohibition shall be cause for suspension and/or revocation of this right by the Employer.

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

Scheduling of presentations by the Employer shall normally be scheduled during regular work hours, however, presentations by the Employer may, when

necessary, be done before or after regular work hours with the understanding that attendance will be encouraged.

Where the Employer does not conduct a planned orientation within a reasonable period of time, not to exceed ten (10) working days, from the first day of work of the new employee(s), the designated Local Union Representative shall be provided an opportunity, without loss of pay, to make a separate Union presentation to the new employee(s) during regular working hours, at the employee(s) work site. The Union may make a separate presentation under such other circumstances as may be agreed upon in secondary negotiations.

The scheduling and handling of presentations under this section shall be discussed in secondary negotiations.

Section K. Picketing.

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

1. Picketing will be peaceful and non-threatening.

2. Picket line members, if employees in a covered Bargaining Unit, will be off duty.

3. Pickets will not cause entry to State-owned or occupied premises to be delayed or denied or attempt to persuade employees or the public not to cross picket lines.

4. All picketing paraphernalia will be removed from the picketing site by the Union whenever picketing is not being engaged in.

5. Picketing will be conducted only at entrances to Employer owned or occupied premises, in a manner which does not impede or interfere with the public's use of public property, and only on portions of public property where such picketing does not interfere with normal operations or access.

Section L. Union Activity.

Bargaining Unit employees, including Local Union Officers and Representatives, and authorized non-employee Union Representatives, shall not conduct any Union activities or Union business on State work time or at State work locations except as specifically authorized by the provisions of this Agreement and the Civil Service Rules and Regulations.

ARTICLE 5
MANAGEMENT RIGHTS

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

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

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

1. Determine matters of managerial policy; mission of the Agency; budget; the method, means and personnel by which the Employer's operations are to be conducted; organization structure; standards of service and maintenance of efficiency; the right to select, promote, assign or transfer employees; discipline employees for just cause; and in cases of temporary emergency, to take whatever action is necessary to carry out the Agency's mission. However, if such determinations alter conditions of employment to produce substantial adverse impact upon employees, the modification and remedy of such resulting impact from changes and conditions of employment shall be subject to negotiation requirements. Such negotiations shall not be required where the action of the Employer is governed by another Article of this Agreement.

2. Utilize personnel, methods and means in the most appropriate and efficient manner as determined by the Employer.

3. Determine the size and composition of the work force, direct the work of the employees, determine the amount and type of work needed and, in accordance with such determination, relieve employees from duty because of lack of funds or lack of work.

4. The Employer reserves the right to promulgate reasonable work rules which maintain order and discipline. Additions to or changes in work rules promulgated by the Employer which are applicable to employees in these Units

shall be provided to the Union at least fourteen (14) calendar days prior to their effective date in non-emergency situations. Rule changes established in emergencies shall be provided to the Union as soon as possible. The content and application of work rules shall be a proper subject for Departmental Labor-Management meetings or, where appropriate, local Labor-Management meetings. The Union reserves the right to challenge the reasonableness of the Employer's work rules through the grievance procedure set forth in Article 8.

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

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

The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior agreements, and practices, oral and written, expressed or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term, provided that Article 2, Section D., shall not be impaired.

All negotiable terms and conditions of employment not covered by this Agreement shall be subject to the Employer's discretion and control; provided, however, that when the Employer intends to make any adverse changes in beneficial written employment policies or procedures, it shall, prior to implementation, notify the Local Union of such intent and, upon Union request, the parties shall meet in a good faith effort to address and attempt to resolve the Union's concerns.

ARTICLE 6
UNION SECURITY

A Bargaining Unit employee shall either become a member of the Union or be subject to the provisions of Section D. below.

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

Section A. Dues Deduction.

Upon receipt of a completed and signed individual authorization form from any of its employees covered by the Agreement, currently being provided by the Union and approved by the Employer, the Employer will deduct from the pay due such employees those dues and initiation fees required to maintain the employee's membership in the Union in good standing.

Such authorizations shall be effective only as to membership dues and initiation fees becoming due after the delivery date of such authorization to the Employer. New individual authorizations will be submitted on or before the 9th day of any pay period for deduction the following pay period. Deductions shall be made only when the employee has sufficient earnings to cover the same after deductions for Federal Social Security (F.I.C.A.); individually authorized Deferred Compensation; Federal Income Tax; State Income Tax, local or city income tax; other legally required deductions; individually authorized participation in State programs and enrolled employee's share of insurance premiums.

Membership dues and initiation fees deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union. Such authorizations of employees transferred from one Agency or Department to another and within these Bargaining Units shall automatically remain in effect. Employees promoted or transferred out of a Bargaining Unit covered by this Agreement shall not automatically remain on payroll deduction, except as provided by the Civil Service Rules and Regulations. Employees recalled from layoff or returning from leave of absence shall resume payroll deduction of dues or representation fees, commencing the first pay period of work.

Section B. Maintenance of Membership.

Such dues deduction authorization may be revoked at any time by the employee by furnishing written notice of such revocation to the Employer.

Section C. Representation Fee Deductions.

An employee who avails him/herself of the opportunity to voluntarily terminate membership in the Union and an employee who has not submitted a valid individual voluntary Membership Dues Deduction Authorization form to the Employer, or who does not produce satisfactory evidence of Union membership shall, within thirty (30) days following the effective date of this Agreement or effective date of membership termination, as a condition of continuing employment, tender to the Union a representation service fee in an amount not to exceed regular bi-weekly dues uniformly assessed against all members of the Union, representing only the employee's proportionate share of the Union's costs germane to collective bargaining, contract administration, grievance administration, and any other costs 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. Such obligations shall be fulfilled by the employee signing, dating, and submitting to the Employer the "Authorization for Deduction of Representation Service Fee" form provided in Appendix E. of this Agreement. This Section shall not take effect until the Union notifies the Employer in writing of the amount of this representation fee. Such notification may be made on or after the effective date of this Agreement.

Section D. Compliance Procedure.

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

1. After thirty (30) days from the date of the employee's hire, the Union has first notified the Employer in writing that the employee is subject to the provisions of this Section and has elected not to become or remain a member of the Union in good standing and/or to tender the required service fee.

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

a. Notify the employee of the provisions of this Agreement;

b. Obtain the employee's response; and

c. Notify the Union of the employee's response.

3. In the event the employee fails to become a member of the Union in good standing, renew membership or sign the "Authorization for Deduction of Representation Service Fee" form after the above, the Union may request automatic deduction by notifying the Employer, with a copy to the employee, via certified mail, return receipt requested.

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

Section E. Employer Notification.

The Employer shall inform all future employees upon their hire, of the employee's obligation under this Article. The Employer shall provide new employee(s) with the appropriate authorization forms provided to the Employer by the Union. However, in accordance with Section A. of this Article the deduction status of employees returning from layoff or leave of absence and of employees who transfer positions within an Agency or Department or between one Agency or Department and another within these Bargaining Units shall automatically remain in effect.

Section F. Remittance and Accounting.

Deductions for any bi-weekly pay period shall be remitted to the designated Financial Officer of the Local Union, with an alphabetical list of names, by Department and Agency, of all active employees from whom deductions have been made and the amount deducted, no later than ten (10) calendar days after the close of the pay period of deduction. The Employer shall provide to the Financial Officer of the Local Union an alphabetical listing, by Department and Agency, identifying those active employees who have valid dues deduction authorization on file with the Employer for whom no deduction of dues was made.

Section G. 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 or the Local 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.

ARTICLE 7
UNION BUSINESS AND ACTIVITIES

Section A. Time Off for Union Business.

1. To the extent that attendance for Union business does not substantially interfere with the Employer's operation, properly designated Union Representatives, regardless of shift assignment, shall be allowed time off without pay for authorized Union business. Employees who have been granted leave without pay shall not earn annual, sick, or length of service credits during the time spent in authorized Union activities. Such lost time shall not be detrimental in any way to the employee's record. The parties agree to minimize time lost from work under this Article.

2. Except as may be mutually agreed to locally, on a case by case basis, an employee shall furnish written notice of the employee's intention to attend an authorized Union function to his/her immediate supervisor, at least two (2) work days in advance of the date that work schedules must be established in accordance with Article 14, Section D. of this Agreement.

In addition to the notice from the employee required above, the Local President or his/her designee shall also provide, at least two (2) work days in advance of the date that work schedules must be established in accordance with Article 14, Section D. of this Agreement, written notice containing the name(s) and Department/Agency affiliation of employees designated by the Union to attend such functions. In emergency situations the Employer may authorize a variance from this procedural requirement.

Such written notice shall be provided to the named employee's immediate supervisor and the Department. No employee shall be entitled to be released and the Employer is under no obligation to permit repurchase of annual leave, pursuant to these provisions, unless designated by the Local President or his/her designee.

3. The employee may utilize any accumulated time (compensatory or annual) in lieu of taking such time off without pay. When the employee elects to utilize annual leave credits, the Union may "buy back" such credits up to a limit of one hundred twenty (120) hours except as may be agreed upon, on a case by case basis, subject to the following regulations:

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

b. The Union may reinstate only such employee expended credits used in the previous twelve (12) months by cash payment to the Department Personal Services Account at the employee's current daily rate. The Union shall forward to

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

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

Section B. Union Officers.

The Union agrees to furnish the Office of State Employer in writing the names, Departments/Agencies, and Union offices held by the elected or appointed members of the Local within thirty (30) days of the effective date of this Agreement. Similar written notification shall be provided within ten (10) days of any changes in the officers.

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

Employees shall be allowed time off without loss of pay during working hours to attend Grievance Hearings, Labor-Management Meetings, and Committee Meetings if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled by the provisions of this Agreement to attend such meetings by virtue of being Local Representatives, Stewards, witnesses, and/or grievants, except in the case of justified emergency as claimed by the Employer.

Section D. Administrative Leave Banks.

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

1. An Administrative Leave Bank is established based on 300 hours of Administrative Leave for each 1,000 employees in the Human Services and Administrative Support Units combined, who are on active payroll status at the end of the first pay period in January of each calendar year.

Such Administrative Leave Bank shall be allocated to Departments having employees in these Units in proportion to the number of employees who are on active payroll status employed by such Departments within each Unit covered by this Agreement.

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

Such Administrative Leave shall be granted only in blocks of four (4) or more hours.

Such Administrative Leave shall not be treated as hours worked for the purposes of computing daily or bi-weekly overtime premium.

It is agreed that the Administrative Leave Bank provided herein replaces the Administrative Leave Bank granted in the Civil Service Commission Employee Relations Policy.

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

No deduction shall be made, nor shall any employee be entitled to be released on such Administrative Leave, without prior written authorization from the President of Local 6000 or his/her designee.

2. An Administrative Leave Bank shall be established based on eight (8) hours of Administrative Leave for every ten (10) employees in these Bargaining Units at the end of the first pay period in January of each calendar year. The Employer agrees to furnish the Union with the names of employees in these Units which were counted in establishing this bank. The hours in this bank may only be used within the calendar year in which they are granted and shall not be carried forward from one year to another. This bank shall be renewed annually on a calendar year basis.

The Union shall designate to the Employer in writing the names of its officers or other elected or appointed officials entitled to utilize such administrative bank. The Union may designate up to ten (10) representatives who shall be the only ones permitted to use such bank. 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 designating of an alternative representative by the Union.

Representatives so designated shall be permitted to engage in Union activities in this Agreement only by utilizing this bank.

Such representatives 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.

ARTICLE 8
GRIEVANCE PROCEDURE

Section A. General.

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

2. The parties shall make a sincere and determined effort to settle meritorious grievances and to keep the procedure free of unmeritorious grievances.

3. Employees shall have the right to present grievances in person or through a designated Union Representative at the first 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.

4. Except with respect to the right to present an individual grievance as expressly set forth in Section B.1. of this Article, the Union shall, in the redress of grievances arising under this Agreement, or any secondary agreement supplementary thereto, be the exclusive representative of the interests of each employee or group of employees covered by this Agreement, and only the Union shall have the right to assert and press against the Employer any claim asserting a violation of this Agreement.

5. The Union, through an authorized representative, may grieve a violation concerning the application or interpretation of this Agreement.

6. Grievances which by nature cannot be settled at a preliminary step of the grievance procedure may, by mutual waiver of a lower step, be filed at an agreed upon advanced step where the action giving rise to the grievance was initiated or where the relief requested by the grievance could be granted.

7. 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.

8. There shall be no appeal beyond Step Three (3) on initial probationary service ratings or dismissals of initial probationary employees which occur during

or upon completion of the probationary period, except where the dismissal is for engaging in Union or other protected activity, for unlawful discrimination or where the cause for dismissal violates any provision of this Agreement other than the discipline and discharge sections.

9. Counseling memoranda and annual service ratings are not appealable beyond Step Three (3) unless a needs improvement annual service rating would result in delaying a patterned level change and/or a step increase. Less than satisfactory interim service rating grievances of non-probationary employees are appealable to Step Four (4).

10. Group grievances are defined as, and limited to, those grievances which cover more than one employee and which pertain to like circumstances and facts for the grievants involved. Group grievances shall, insofar as practical, name all employees and/or classifications and all work locations covered and may, by mutual waiver of a lower Step, be filed at an agreed upon advanced Step where the action giving rise to the grievance was initiated or where the relief requested by the grievance could be granted. Group grievances shall be so designated at the first appropriate Step of the grievance procedure, although names may be added or deleted prior to a Third Step hearing. Group grievances involving more than one Department shall identify all Departments involved. The Union shall, at the time of filing such a grievance, also provide a copy to the Office of the State Employer.

11. Grievances filed before the effective date of this Agreement shall be concluded in accordance with the Grievance and Appeals Procedure then in effect.

Section B. Grievance Steps.

1. Step One: Oral discussion with immediate Supervisor.

(a) Recognizing the value and importance of full discussion in resolving differences, clearing up misunderstandings and preserving harmonious relationships, every reasonable effort shall be made to settle problems promptly at this point through discussion.

(b) Any employee believing he/she has cause for grievance shall orally raise the grievance with that employee's immediate Supervisor with or without his/her Steward or Chief Steward indicating that a grievance exists. All grievances must be presented promptly and no later than ten (10) week days from the date the employee became aware or, by the exercise of reasonable diligence, should have become aware of the occurrence giving rise to the complaint.

(c) Initial oral discussion shall be required for further processing of a grievance and failure to honor a request for oral discussion shall be a proper basis for appealing the grievance to the Second Step.

(d) The immediate Supervisor shall render an oral response to the grievance within five (5) week days after the grievance is presented.

(e) A settlement in the First Step of the grievance procedure shall be informal and limited to the particular grievance adjusted. Written dispositions shall not be requested by either party except that the Union shall be provided a record of back pay award when such has been granted to settle the employee's grievance.

(f) If the Supervisor's answer is not acceptable to the Union, the employee or Union Steward shall complete a form, mutually agreed upon by the parties, which includes the time, date and general nature of the complaint and must be signed by the employee(s) having the complaint.

The Supervisor will verify on the form that oral discussion was held and the date the oral response was given. The employee, Union Steward (where applicable) and Supervisor shall sign the form.

2. Step Two:

(a) In the event the grievance is not resolved at Step One (1), it shall be reduced to writing and presented to the designated Employer Representative within ten (10) week days from receipt of the First Step denial.

(b) 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 name(s) of the grievant(s);
- the date the incident or alleged violation took place;
- the specific section or sections of the Agreement involved;
- relief/remedy sought;
- grievance number.

The grievance shall be presented to the designated Employer Representative involved in quadruplicate (four copies) on a mutually agreed upon form furnished by the Employer and Union and signed and dated by the grievant(s) and Union Representative.

(c) Up to two (2) designated Employer Representative(s) shall meet with the grievant and the Union Representative who is generally the Chief Steward to

discuss the grievance, and shall present its written answer to the Union within ten (10) week days after the grievance is presented to Step Two (2). Additional representatives may be present and participate only upon mutual agreement.

(d) The answer shall set forth the facts and contract sections taken into account in answering the grievance.

3. Step Three:

(a) If not satisfied with the Employer's answer in Step Two (2), 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 Two (2). The Employer Representative(s) shall meet with the designated Local and/or International UAW Representative(s) to discuss and attempt to resolve the grievance. 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. The Step Three (3) meeting, shall be scheduled and held within fifteen (15) week days of receipt of the grievance at Step Three (3). The Step Three (3) answer shall be issued within fifteen (15) week days of the date of the Step Three (3) meeting.

(b) The Third Step answer will be in sufficient detail to reasonably apprise the Union of the nature of the contentions made in support of the Employer's position and the basic facts relied upon in support.

It is the purpose and intent of this subsection to assure that there shall be full discussion and consideration of the grievance, on the basis of a full disclosure of the relevant facts by both parties, in the voluntary stages of the grievance procedure.

(c) If not satisfied with the Employer's answer at Step Three (3) the Union may appeal the grievance to arbitration within thirty (30) calendar days from the date the Union receives the Employer's Third Step answer.

If an unresolved grievance is not timely appealed to arbitration, it shall be considered terminated on the basis of the Employer's last answer without prejudice or precedent in the resolution of future grievances. The parties may propose consolidation of grievances containing similar issues.

4. Mediation.

The parties agree to continue the use of mutually acceptable grievance mediation services in an effort to resolve all grievances pending at arbitration or pending docketing at arbitration. Mediation will be scheduled two times per year.

5. Pre-Arbitration Meeting.

No later than thirty (30) calendar days before the scheduled date of arbitration, at the request of either party, a representative of the Department and the Local and/or the International Union shall meet to discuss the grievance and determine if settlement is possible.

6. Step Four: Arbitration.

A panel of Arbitrators are to serve to hear timely appeals to Step Four (4). Such Arbitrators shall be mutually selected by the Union and the Employer. After the expiration of the one hundred eighty (180) calendar day period following appointment of the Arbitration Panel, if any Arbitrator who has been appointed to the panel becomes unacceptable to either or both of the parties, appropriate written notice shall be sent to the Arbitrator and the other party, and he/she shall thereupon conclude his/her services. In addition to the agreed upon compensation to be paid for such services, the Arbitrator shall be entitled to necessary travel expenses incurred in connection with the performance of his/her arbitration duties. An Arbitrator's services shall be deemed concluded when he/she has rendered decisions on any grievances pending that have already been heard by him/her.

The parties shall agree to a method for scheduling arbitration cases before individual Arbitrators on the panel. Scheduling meetings shall be held at least semi-annually, but not later than June 1 and December 1 of each year. If no agreement is reached, the Arbitrator shall be selected under the rules of the American Arbitration Association. When an Arbitrator is not available from the panel and unless agreement has already been reached on any preferred method of selection, the Arbitrator shall be selected and the hearing conducted under the rules of the American Arbitration Association. The Federal Mediation and Conciliation Service or Michigan Employee Relations Commission may be used by mutual agreement. Unless agreement is reached otherwise, the arbitration hearing shall be conducted pursuant to the rules of the American Arbitration Association.

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 the cost.

The Arbitrator shall only have authority to adjust grievances in accordance with this Agreement. 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 and 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 as may be provided by the Civil Service Rules and Regulations. When the Arbitrator declares a bench decision, such decision shall be rendered in writing within fifteen (15) calendar days from the date of the arbitration hearing. The written decision of the Arbitrator shall be rendered within thirty (30) calendar days from the closing of the record of the hearing.

Section C. Time Limits.

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

Grievances not appealed within the designated time limits in Steps Two (2) or Three (3) 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 (1), Two (2), or Three (3), the time limits for filing at the next step shall be extended for ten (10) additional week days.

The time limits at any step or for any hearing may be extended by written mutual agreement of the parties involved at that particular step.

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

Section D. Retroactivity.

Settlement of grievances may or may not be retroactive as the equities of the particular case may demand as determined by the Arbitrator. In any case where it is determined that the award should be applied retroactively, except for administrative errors relating to the payment of wages, the maximum period of

retroactivity allowed shall be a date not earlier than one hundred and eighty (180) calendar days prior to the initiation of the grievance in Step One.

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

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

Section E. Exclusive Procedure.

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

Section F. Investigating and Processing Grievances.

1. A Chief Steward shall be allowed a reasonable amount of time without loss of pay to investigate a grievance pending at Step One (1) or Step Two (2) of the grievance procedure when such absence will not substantially interfere with the Employer's operations.

A Chief Steward will be permitted to leave during his/her regular working hours upon requesting and receiving approval from his/her supervisor in the manner outlined below.

a. The total amount of time which may be used by Chief Stewards for investigating grievances shall not exceed four (4) hours in a pay period. If the Chief Steward is going to visit another work area, approval for such visit must also first be obtained from the appropriate supervisor of the work area to be visited. The Chief Steward shall be required to report to his/her supervisor immediately upon his/her return. If the investigation requires travel to another work site the Employer shall not be responsible for compensating the Chief Steward for time in travel.

b. A form for recording and authorizing time spent investigating grievances will be provided by the Employer for the accounting of such time. To secure release and pay for time off during the employee's regularly scheduled working hours, the Chief Steward will be required to complete the form. The Chief Steward shall include the need for investigation or identification of the grievance and the estimated period of time he/she will be away from the work station.

c. The Employer will not be required to release or pay for Chief Steward time off in accordance with this Article where the Chief Steward has failed to follow the provisions contained in this Article.

d. Such activities shall be conducted with the intention of minimizing loss of work time. Any alleged abuse of this provision shall be a proper subject for review by the Employer and the International Union.

2. Whenever possible, the grievant or group grievance representative(s) and the designated Union Representative(s) 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 Union Representative(s) will be permitted a reasonable amount of time, normally not to exceed one-half (1/2) 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 and the grievant will be permitted to process a grievance without loss of pay. In a group grievance, a Steward or Union Representative, and up to two (2) grievants shall be entitled to appear without loss of pay to represent the group. The Steward or Union Representative must be employed at one of the work sites represented in the grievance. In group grievances involving more than one Bargaining Unit and/or more than one Department, the group shall be represented by two (2) employee grievants and Local and/or International UAW Representatives.

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 G. Discipline.

The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. A non-probationary employee who alleges that such action was not based on just cause may appeal a demotion, suspension, or discharge taken by the Employer beginning with Step Three (3) of the grievance procedure.

Section H. Grievance Conduct.

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

Section I. Miscellaneous.

1. Week days, for the purpose of this Article, are defined as Monday through Friday inclusive, excluding holidays.

2. The time limit at any step may be extended by written mutual agreement.

3. If the Union requests information from an aggrieved employee's personnel file, such information shall be available to the Union, with written authorization of the employee.

If either party requests in writing documentation of any facts on which the other party has relied during the grievance procedure, including names of witnesses, such information shall be timely provided.

It is agreed that any information timely requested in accordance with the above provision which is not made available shall not be admissible as evidence in any grievance or arbitration hearing.

4. Employees testifying at arbitration will be made available without loss of pay; however, whenever possible, they shall be placed on call to minimize time lost from work.

In the event the hearing is held on an employee's work day at other than the employee's scheduled work time, for purposes of pay only, properly designated Union witnesses shall be permitted an equivalent amount of time off from scheduled work on their upcoming or previous shift or by mutual agreement on another day in the pay period. Employees who have completed their testimony shall return promptly to work when their testimony is concluded unless they are required to assist the principle Union representatives in the conduct of the case. The intent of the parties is to minimize time lost from work.

ARTICLE 9
DISCIPLINARY ACTION

Section A. Authority.

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

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

Section B. Investigation.

Allegations or other assertions of failure of proper employee conduct or performance are not charges, but may constitute a basis for appropriate investigation by the Employer. The parties agree that disciplinary action must be supported by timely and accurate investigation. For purposes of this Article, investigation to determine whether disciplinary action should be taken, is timely when commenced within twenty (20) weekdays following the date on which the Employer had reasonable basis to believe that such an investigation should be undertaken. The Employer will agree to conclude an investigation as expeditiously as possible. Where an investigation does not result in discipline, the findings of the investigation shall be communicated to the employee under investigation. Upon the employee's request, such findings will be confirmed in writing.

An employee shall be given written notice of the right to the presence of a Union Representative at a meeting at which discipline or a less than satisfactory service rating may or will take place, or at an investigatory interview of the employee by the Employer regarding allegations or charges of misconduct against the employee, which, if substantiated, could result in suspension or dismissal. The Employer must advise the employee of the nature of any disciplinary or investigatory meeting before the meeting commences.

The parties agree that when, in the course of any investigation, a written statement of any kind is requested from an employee eligible for representation under this Article, the employee shall be given the request in writing with notice that the employee may consult with a Union representative prior to responding. The employee shall be afforded a reasonable time to respond without undue delay but in no event shall the response be due prior to 24 hours. A copy of the written response shall be provided to the employee who shall have an opportunity to review, amend, change or correct said statement no later than the end of the employee's next regularly scheduled work shift. Such statement shall not be considered or used until the time period set forth herein has elapsed.

Section C. Disciplinary Action and Conference.

1. Whenever an employee is to be formally charged with a violation of any obligation, rule, regulation or policy, or charges are in the process of being prepared, a Disciplinary Conference shall be scheduled and the employee shall be notified in writing of the claimed violation and disciplinary penalty or possible penalty therefore. 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. The Employer shall provide reasonable advance notice of the meeting to the employee. No Disciplinary Conference shall proceed without the presence of a requested Representative. The Representative shall be a UAW work site Steward or a UAW Chief Steward 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 C.2., D., and E. 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.

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, shall not indicate that the employee necessarily agrees therewith, and shall so state on the form.

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

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

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

4. Any employee who alleges that disciplinary action is not based upon just cause may appeal such action in accordance with the grievance procedure. Reassignment of an employee at the same level, and work location if feasible, incidental to a disciplinary action upheld or not appealed shall not be prohibited or appealable, provided the possibility of such reassignment was stated to the employee in the notice of disciplinary action. However, the Employer retains the option to reassign as part of the administration of discipline for just cause.

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

Section D. Emergency Removal.

Nothing in this Article shall prohibit the Employer from the emergency removal of an employee from the premises in cases where, in the judgement of the Employer, such action is warranted. Within seventy-two (72) hours of the emergency removal, a written notice shall be issued to the employee stating the reason(s) for the removal. As soon as practicable thereafter, investigation and the Disciplinary Conference procedures described herein shall be undertaken and completed. The emergency removal shall be superseded by suspension for investigation, disciplinary suspension, dismissal, or reinstatement within seven (7) calendar days. If such action is not taken within seven (7) calendar days, the employee shall receive full pay and benefits for the period of the emergency removal.

Section E. Suspension for Criminal Charge.

Any employee arrested, indicted by a grand jury, or against whom a charge has been filed by a prosecuting official for conduct on or off the job, may be immediately suspended. Such suspension may, at the discretion of the Employer, 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. 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 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) week days of receipt of notice at the Central Personnel Office of the results of the case, and appropriate action in accordance with this Article is taken against such employee. Nothing provided herein shall prevent the Employer from disciplining an employee for just cause at any time irrespective of criminal or civil actions taken against an employee or irrespective of their outcome.

Section F. 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 Union 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.

Section G. Suspension for Investigation.

The Employer may relieve an employee from duty with pay for investigation. A suspension shall be superseded by disciplinary suspension or dismissal, or by reinstatement, within seven (7) calendar days or within such extension as may be authorized in writing by the department personnel director or his/her designee. Where a subsequent disciplinary suspension results, the Employer may count the days of suspension for investigation as part of the penalty.

ARTICLE 10
NON-DISCIPLINARY 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. Neither performance review, informal nor formal counseling shall be considered as punitive/disciplinary action nor as prerequisites to disciplinary action.

Section A. Performance Discussion or Review.

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

Section B. Informal Counseling.

Informal counseling may be undertaken when, in the discretion of the Employer, it is deemed necessary to improve performance, instruct the employee and/or attempt to avoid the need for disciplinary measures. Informal counseling will not be written up or recorded. No reference to informal counseling may be made in any subsequent document.

Section C. Formal Counseling.

1. When in the judgement of the Employer, formal counseling is necessary, it may be conducted by an appropriate supervisor. The Employer must advise the employee at the commencement of a meeting that it is a formal counseling session. Formal counseling may include a review of applicable standards and policies, actions which may be expected if performance or conduct does not improve, and a reasonable time period established for correction and review. A narrative description of formal counseling will be prepared on a record of counseling form, a copy of which will be given to and signed for by the employee and a copy kept in the employee's personnel file. The employee's signature indicates only that the employee has received a copy, shall not indicate that the employee necessarily agrees therewith, and shall so state on the form. Formal counseling is grievable in accordance with Article 8, Section A., Subsection (9).

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

3. Formal counseling may not be introduced in a disciplinary conference except to demonstrate, if necessary, that an employee knew or knows what is expected of them.

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

Section D. Removal of Records.

At the employee's request a Record of Counseling form, Performance Review, or Satisfactory Service Rating shall be removed from an employee's 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, or received further formal counseling for the same or similar reason(s).

ARTICLE 11
SENIORITY

Section A. Seniority Definitions.

For the purposes indicated below, seniority shall consist of the total number of continuous service hours of an employee in the State Classified employment. State Service shall be as recorded in the Human Resources Management Network (HRMN) Continuous Service Hours Counter; except that no hours paid in excess of eighty (80) in a bi-weekly pay period shall be credited. No hours shall be credited for time in non-career appointments, on lost time, suspension, leave of absence without pay (except military leaves of absence for up to 10,400 hours in accordance with federal statutes) or layoff except that school year employees in the Department of Education shall receive continuous service credit for the period of seasonal layoff. Employees off work due to compensable injuries or illness shall continue to accumulate seniority for the full period of illness or disability precisely as though they had been working.

1. Seniority as defined above shall be used for:

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

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

c. ***Retirement Credit***: In accordance with statutory requirements.

2. Seniority as defined above (except that military time earned prior to State employment and credited to the HRMN Continuous Service Hours Counter and except service in any excepted or exempted position as outlined in schedule A or B of the current Civil Service Commission Rules in State Government which preceded entry into the State Classified Service and which was credited to the HRMN Continuous Service Hours Counter shall be removed from an employee's continuous service hours) shall be used for:

a. Layoff and Recall

b. Assignment and Transfer

Employees laid off out of line seniority shall continue to receive continuous service credit for the period of layoff not to exceed six (6) years provided that a less senior employee in the same class and level is still working at the work location from which the employee was laid off. In the event two (2) or more employees are tied in seniority, seniority for purposes of breaking the tie shall be determined by length of continuous service at the current level and any higher level(s) and then at successively lower levels of service. Ties in seniority which cannot be resolved on the basis of seniority in accordance with this Section shall be resolved by reference to the last four digits of the tied employee's Social Security number with the highest four digit number receiving preference.

Section B. General Application.

1. The Employer will be required to apply seniority as defined in this Article only as specifically provided in this Agreement and subject to any limitations set forth in any particular Article or Section of this Agreement.

2. An employee's continuous service record shall be broken and not bridged when the employee separates from the State Classified Service by means other than layoff, suspension, or approved leave of absence.

3. Following the assumption of employees into these Bargaining Units by Civil Service Commission action from other public or private jurisdictions, the parties shall meet and negotiate the seniority rights of these employees as permitted in Civil Service Commission Rule 2-16.7, effective January 1, 2002.

Section C. Seniority Lists.

The Employer will prepare seniority lists by Department, Agency, work location, T.K.U. or mail code, classification and level showing seniority, as defined in Section A., of all unit employees on the payroll as of the end of the pay period preceding the preparation date. The seniority list shall be prepared at the end of the first pay period in October and at the end of the first pay period in April, and will be made available for review by employees. A copy of such lists shall be provided to the Union.

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

within fifteen (15) work days of notice of layoff. The parties agree to pursue additional alternatives to providing such information to employees, including providing such information on paycheck stubs.

ARTICLE 12
LAYOFF AND RECALL PROCEDURE

Section A. Application of Layoff.

The Union recognizes the right of the Employer to lay off or to reduce the hours of employment, including the right to determine the extent, effective date, and length of such layoffs, for lack of funds, reduction in spending authorizations, lack of work, or reasons of administrative efficiency. The Employer shall have the right to determine the positions to be vacated when a reduction is deemed necessary. Bumping, layoff and recall of Bargaining Unit employees shall be exclusively governed by and in accordance with the provisions of this Agreement and this Article. Layoff and recall shall be in accordance with procedures set forth in this Article with the exception that they shall not apply to:

1. Temporary layoff of less than twenty (20) consecutive calendar days. In such cases, employees will be laid off by inverse seniority within classification and work location and recalled by seniority. Positions in a class series which contain patterned level changes shall be considered to be at the same class and level. Temporary layoff will only be used for:

Unanticipated loss of funding which the Department or Agency does not expect to obtain or make up within the temporary layoff period. Issuance and legislative approval of a Governor's Executive Order shall be conclusive evidence of unanticipated loss of funding, but shall not be required. Losses of or reductions in federal funds, restricted State funds, bond sales, or other sources of State revenues shall qualify under this Section; or

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

3. School year employees at institutions and schools, during recess in the academic year and/or summer, unless otherwise modified in secondary negotiations.

An employee who is temporarily laid off in accordance with paragraph (1) above shall not be entitled to any leave balance payoffs upon temporary layoff, however, employees who are temporarily laid off shall continue to accrue seniority leave credits and all benefits as if they were in full pay status.

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

An employee with status acquired in a limited term appointment and separated because of the expiration of that appointment may be reinstated within

three (3) years in any vacancy in any Department in the same class as that from which the employee was separated. Such reinstatement may precede employment of any person with less seniority from a promotional list and any person with less seniority on a recall list. This Subsection shall not apply in the case of a continuing State classified employee who accepted an appointment to a limited term position under the same Appointing Authority; in this situation the employee will be returned to his/her former class, level, and work site, if there is a vacancy. If there is no vacancy the employee shall exercise employment preference at the former level in his/her former layoff unit upon expiration of the limited term position. Service earned in the limited term position may be applied at the former level.

Upon the expiration of the appointment of a continuing state classified employee who accepts an appointment to a limited term position under a different Appointing Authority, the employee will be returned to his/her former class and level within the new Appointing Authority and new work location if there is a vacancy. If there is no vacancy, the employee will be placed on recall lists in accordance with Section F.

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

In the event of any layoff within a Department, the Employer shall not modify or create new classifications for the purpose of avoiding the recall of laid off Bargaining Unit employees.

Section B. Voluntary Layoffs.

When the Employer elects to reduce the work force through a temporary layoff, employees within the affected classifications and layoff unit may request, in writing, preferential layoff out of line seniority. If granted, the Employer shall

not contest the employee's eligibility for unemployment compensation. Nothing in this Section shall be construed to constitute a waiver of such employee's recall rights. The fifteen (15) calendar day notice requirement in Section A. above shall be waived for employees requesting preferential layoff. Such employees shall not accrue seniority while on layoff.

Section C. Reduction in Hours.

Nothing in this Article shall preclude an individual employee from requesting a reduction of his/her hours and nothing shall preclude the Employer from granting such request consistent with operational needs. Layoffs designated by the Employer as temporary shall not be considered as a reduction in hours under this Article or Agreement.

Section D. General Layoff Procedures.

1. Layoff shall be statewide within a Department or layoff unit which existed on November 16, 1985, unless subsequently modified in secondary negotiations. Layoff units shall be defined in secondary negotiations upon request of either party.

2. Within a layoff unit, except where the use of approved class clusters has been authorized in secondary negotiations, layoff shall be by Civil Service classification and level within a series by inverse seniority. Positions in a class series which contain patterned level changes shall be considered to be at the same class and level. Where the use of approved class clusters has been authorized in secondary negotiations, layoff shall be by inverse seniority within the layoff unit and the approved class cluster.

3. Seniority for purposes of layoff, bumping and recall shall be as defined in Article 11, Section A.

4. Excluded and non-exclusively represented employees as defined by the Civil Service Rules and Regulations shall be permitted to bump back into these Units under procedures outlined hereinafter.

Seniority of excluded and non-exclusively represented employees for purposes of bumping into the Administrative Support Bargaining Unit shall be computed as follows:

a. All persons employed on January 13, 1983, shall retain full seniority based on their continuous service prior to that date.

b. All persons who moved from the rank and file to an excluded or non-exclusively represented position prior to January 13, 1983, shall retain all continuous service hours for purposes of seniority earned up to January 13, 1983, plus up to an additional 1,040 hours.

c. All persons who move from rank and file to an excluded or non-exclusively represented position after January 13, 1983, shall retain all continuous service hours for purposes of seniority earned up to the effective date of such appointment and thereafter up to 1,040 hours earned in such excluded position.

5. Seniority of excluded or non-exclusively represented employees for purposes of bumping into Human Services Bargaining Unit shall be computed as follows:

a. All persons employed on November 24, 1980, shall retain full seniority based on their continuous service prior to that date.

b. All persons who moved from the rank and file to an excluded or non-exclusively represented position prior to November 24, 1980, shall retain all continuous service hours for purposes of seniority earned up to November 24, 1980, plus up to an additional 1,040 hours.

c. All persons who moved from the rank and file to an excluded or non-exclusively represented position after November 24, 1980, shall retain all continuous service hours for purposes of seniority earned up to the effective date of such appointment and thereafter up to 1,040 hours earned in such excluded position.

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

a. Gender;

b. Manual communication skill;

c. Bilingual skill;

d. Department of Civil Service approved selective certification;

e. Department of Civil Service approved sub-class codes;

f. Maintaining an existing affirmative action program in accordance with applicable law and approved in advance by the State Personnel Director.

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

7. No permanent employee shall be laid off until all initial probationary employees in the same classification and layoff unit are laid off, unless the provisions of Section D., Subsection 6., would be applicable.

8. No permanent employee shall be laid off until all limited term and temporary non-career appointments in the same classification (or approved class cluster if authorized in secondary negotiations) and layoff unit are terminated. Positions in a class series which contain patterned level changes shall be considered to be the same class and level.

Section E. Bumping.

The employee scheduled for layoff may elect either to accept layoff or bump to the least senior position in the layoff unit for which the employee is qualified, as provided in this Section. An employee scheduled for layoff who fails or is unable, in accordance with Section D., Subsection 3., to exercise the option to bump to the least senior position shall be laid off. Positions in a class series which contain patterned level changes shall be considered to be the same class and level.

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

1. A vacant position which the Employer intends to fill; or, in the absence of such vacancy,

2. The position occupied by the least senior employee as defined in Section D., Subsection 3., above.

Within seven (7) calendar days of receipt of notification of layoff, the employee scheduled for layoff shall notify the Employer of his/her decision to either accept layoff or bump into the least senior position in the layoff unit in the next lowest level and successively lower levels thereafter, within his/her current class series (or approved class cluster if authorized in secondary negotiations). Positions in a class series which contain patterned level changes shall be considered to be the same class and level. Alternatively, if it would result in a higher rate of pay, an employee may bump into the least senior position in the layoff unit in a former class series (or approved class cluster if authorized in secondary negotiations) at and below any level which the employee had satisfactorily completed the required probationary period. This alternative shall not apply to employees who were demoted from the higher paying class for disciplinary reasons or who transferred from the higher class in less than satisfactory employment status.

If an employee notifies the Departmental/Agency Employer of the decision to bump and later chooses to accept layoff, the Departmental/Agency Employer shall not be required to recompute the bumping chain. Employees scheduled for

layoff while on leave of absence shall within seven (7) calendar days of notification, inform the Departmental Employer in writing of his/her decision to accept layoff or exercise bumping rights in accordance with this Section. The temporarily vacant position resulting from the bump may be temporarily filled by the Employer by limited term recall, reassignment or any other manner provided by this Agreement until the bumping employee returns from leave.

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

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

Except as specified in Section D., Subsections 4., and 5., of this Article, employees outside these Bargaining Units shall have no bumping rights to positions within these Bargaining Units. Bargaining Unit members have no bumping rights arising out of this Agreement to positions outside these Bargaining Units.

The issue of the use of approved class clusters for bumping purposes shall be a proper subject for secondary negotiations on the request of either party.

Bumping between employment types (i.e., full-time, part-time, seasonal, and permanent-intermittent) shall be in accordance with current Departmental practice unless negotiated otherwise in secondary negotiations. There shall be no bumping between positions with different appointment durations (i.e., Permanent, limited term, and temporary non-career).

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

Section F. Recall Lists.

1. Definitions: For purposes of this Article the following definitions apply:

a. ***The Primary Class*** is the class and any other class(es) in the approved class cluster from which an employee is initially laid off or bumped.

b. ***The Secondary Class*** is a class and level and any other class(es) in the approved class cluster in the Bargaining Units, other than the primary class, in which the employee has satisfactorily completed the required probationary period, and any lower level class in that class series or approved class cluster.

c. **A *Departmental Recall List*** is a list in seniority order by class and level, approved class cluster, and by county or Agency/facility of each employee who has been laid off or bumped from a position in the Department and for which he/she is both eligible under a. and b. above and has requested recall to such class, level and county or Agency/facility.

d. **A *Statewide Interdepartmental Recall List*** is a list in seniority order by class and level, Department and county of each employee who has been laid off or bumped from a position in the State Classified Service, and for which he/she is both eligible under both a. and b. above and has requested recall to such class, level, Department and county.

2. *Construction of Lists*: Each employee who is laid off from State employment who bumps or who refuses reassignment to another county shall be notified in writing that he/she has the right, upon written request to his/her Appointing Authority within seven (7) days subsequent to being laid off, to have his/her name placed on the Departmental Recall List for the primary and any secondary classes for which he/she is eligible, for any county or Agency/facility in the Department at which he/she will accept recall.

Also, such employee upon written request to his/her Appointing Authority as provided above, shall have the right to have his/her name placed on the Statewide Interdepartmental Recall List for the primary and any secondary class for which he/she is eligible, for each county to which recall would be accepted. The Departmental Employer will provide to employees eligible for recall a form which shall be utilized to indicate recall availability.

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

An employee may reactivate his/her name on appropriate recall lists and/or elect additional locations during their period of eligibility for recall by providing written notice to the Appointing Authority. Such additions shall, as soon as practicable, be included on recall lists prepared after the date of receipt. Provided, however, that an employee removed from a recall list in accordance with Section H. may not elect to be returned to the same list within six (6) months of rejecting recall to the Department or location in question.

Section G. Recall From Layoff.

The provisions of this Section shall be applied subject to the exceptions listed in Section D., Subsection 6., of this Article. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail.

When the Employer intends to fill a vacancy by recall, the Employer shall recall the most senior employee who is on the Departmental Recall List for such class and level and who has designated that county or Agency/facility. Positions in a class series which contain patterned level changes shall be considered to be the same class and level.

If no employee is on such Departmental Recall List, the Employer shall recall the most senior employee from the Statewide Interdepartmental Recall List for the class and level who has designated the county and Department in which the vacancy exists as one to which he/she will accept recall.

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

Section H. Removal of Names From Recall Lists.

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

1. An employee who refuses or accepts recall to employment in his/her original county or Agency/facility in his/her primary class shall be removed from all recall lists.

2. An employee who refuses or accepts recall to a secondary class in his/her original county or Agency/facility shall be removed from all lists for such secondary class.

3. An employee who refuses or accepts recall to a primary or secondary class on a Departmental Recall List shall be removed from the list(s) for such class except at the county or Agency/facility from which he/she was laid off.

4. An employee who refuses or accepts recall to a primary or secondary class on a Statewide Interdepartmental Recall List shall be removed from such list.

5. The parties agree that the recall rights, seniority and benefit credit of employees who are separated or who resign from State employment are forfeited as a result of such separation or resignation, except that an employee who resigns during the first six (6) months of employment in a secondary class or is separated by the Employer during the first six (6) months of employment in such class based on inability to satisfactorily perform required job responsibilities shall, if not reinstated to the former class, retain all recall rights and, if recalled, shall retain seniority and benefit credit.

Section I. Limited Term Recall.

In accordance with the provisions of this Article, employees may designate agreement to be recalled by county, Department or Agency/facility on a limited term basis when laid off. Limited term recall shall also be on the basis of seniority. An employee who fails to accept limited term recall to a county, Department or Agency/facility previously designated shall be removed from that list. Removal from a limited term list shall be in accordance with the provisions of Section H. of this Article and shall not affect the employee's place on a permanent recall list. An employee whose limited term recall expires shall have no bumping rights nor return rights to a position held prior to the recall.

Section J. Layoff and Recall Information to the Union.

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

The Employer shall provide to the Union copies of recall forms completed by employees.

The Employer agrees to provide to the Director of the Union's Technical, Office and Professional Department and to the Local Union a quarterly report of all Bargaining Unit employees, by department/agency, who have been laid off during that quarter, including the date of the layoff. The Employer shall also provide a quarterly report of departmental and statewide interdepartmental recall list.

ARTICLE 13
ASSIGNMENT AND TRANSFER

Section A. Definitions.

1. Assignment. An assignment is the particular job to be performed within a work location, on an assigned shift and schedule as directed by the Employer.

2. Reassignment. A reassignment is a change of assignment of a classified employee effected upon the Employer's initiative in accordance with Section B. of this Article.

3. Transfer. A transfer is either the filling of a vacancy, or a permanent change in assignment, at the employee's initiative or request in accordance with Section C. of this Article.

4. Initial Vacancy. An initial vacancy is a new or existing unfilled, permanent position which the Employer seeks to fill. A position from which an employee has been laid off or transferred is not an initial vacancy for purposes of transfer.

5. Subsequent Vacancy. A subsequent vacancy is a vacancy which results from the transfer of an employee who exercises his/her transfer rights in accordance with Section C. of this Article.

6. Patterned Positions. For purposes of this Article, positions in a classification series that have patterned level changes shall be considered the same class and level.

7. Work Location. Work location is a county or a facility within a county, or in those instances where employees have a geographic area of assignment larger than a county, the geographic area of assignment shall be considered the work location. This definition shall be the subject of secondary negotiations at the request of either party.

8. Work Site. For the purpose of this Article each of the following shall be considered a separate work site:

a. A building within a work location;

b. A building or group of buildings which constitute a facility of the Departments

of Community Health, Corrections, or organizational field unit in the Departments of Natural Resources and Environmental Quality, and the Agencies of Family Independence, and Military and Veterans Affairs.

c. In Metro-Lansing area, the various administrative office locations for each Department/Agency shall be considered as a single work site.

This definition shall be the subject of secondary negotiations at the request of either party.

9. Seniority. For purposes of this Article seniority shall be as defined in Article 11.

Section B. Assignment-Reassignment.

1. Right of Assignment. Except as provided in this Article, the Employer shall have the right and responsibility to assign employees to and within an Agency or work location. In the Department of Community Health the method of reassigning administrative support staff between the new Center for Forensic Psychiatry and the Huron Valley Center shall be a proper subject for secondary negotiations. The use of approved class clusters for reassignment shall be a proper subject for secondary negotiations. In filling a vacancy the Employer shall continue to have the right to assign or reassign a qualified employee subject only to the provisions of this Article.

2. Other Assignment. Prior to utilizing provisions of Section C., Subsection 2, and 3 of this Article, the Employer may reassign an employee within the employee's work site, provided that such reassignment does not require a shift change.

In reassigning an employee from one work location to another, or one work site to another, or from one assignment to another requiring a change in shift, the Employer will reassign the least senior qualified employee, whenever possible, who has not been reassigned across shifts or between work locations, within the immediately preceding twelve (12) month period. In the absence of a relevant transfer list, before making an involuntary reassignment between work sites, work locations or across shifts the Employer shall seek volunteers in the class/approved class cluster from the work site, work location or shift from which the reassignment is to be made.

The Employer will not reassign an employee to another classification if such assignment would require compensation in a lower pay range. At work sites having multiple shifts, a redistribution of employees between shifts, provided that there is no net gain of employees, shall be accomplished by voluntary transfers of employees from the other shifts at that work site. Failing to meet operational requirements via these transfers, the Employer will reassign the least senior qualified employee, whenever possible, who has not been reassigned across shifts within the immediately preceding twelve (12) month period. To maintain a balance of experienced employees in a manner requiring transfer out of line seniority on a shift, agreements will be sought through the appropriate level

Labor-Management Meetings. An employee who refuses a reassignment to another county shall not have such refusal treated as a layoff, however, he/she shall be entitled to recall rights.

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

4. Employee Demotion. The Employer may fill a position by either voluntary or involuntary demotion for cause of an employee in these Bargaining Units, prior to transferring or recalling employees.

5. Relief Assignments. Relief assignments may be made on a day-to-day basis by the Employer in order to insure and establish adequate staffing in an assignment or work location. Relief assignment may be utilized by the Employer as a regular assignment.

6. Temporary Reassignment. The Employer may temporarily fill a vacancy to fulfill operational requirements, including using employees from a recall list without being bound by the procedure of Section C., Subsections 1, 2 and 3 of this Article. However, temporary reassignments at work sites or locations outside the employee's permanent work location or county containing the employee's permanent work site will make the employee eligible for travel and meal allowances. The Employer will advise the employee of the expected duration of the temporary reassignment. If an extension becomes necessary, the employee will be advised of the expected duration of the extension. The Employer agrees to meet with the Union upon request if questions arise regarding the duration of the temporary reassignment.

7. Reassignment to Alternative Position. The Employer may reassign employees to a vacant position within their work location without being bound by the procedures in Section C., Subsections 1 and 2 of this Article in order to:

a. Accommodate an employee's need for an intermittent or reduced work schedule in accordance with the Federal Family and Medical Leave Act when such time off is medically necessary because of an employee's own serious health condition or the serious health condition of a parent, spouse or child, or

b. To address an employee's request for reasonable accommodation.

The Employer may likewise reassign employees covered by this Agreement to positions outside these Bargaining Units for the reasons outlined in this Subsection.

8. Limits to Reassignment. An employee shall not be subject to any reassignment requiring mandatory relocation of residence more than once in any three (3) year period except:

a. By mutual agreement between the Employer and the employee;

b. In cases of employee conduct reassignment

c. As required in Subsection 2 of this Section.

9. General.

a. An employee shall be given thirty (30) calendar days written notice prior to the effective date of any reassignment involving a mandatory change in residence. If operational requirements are such that the employee is required to report to the employee's new assignment before the thirty (30) calendar day period expires, the employee's eligibility for travel, lodging, and meal allowances shall be extended by the same period of time he/she is required to report early.

b. Reassignment of employees shall not be made in an arbitrary or capricious manner.

Section C. Transfer.

1. Initial Vacancy. When the Employer seeks to fill an initial vacancy the Employer shall post or otherwise provide notice of such vacancy for five (5) week days at the work site at which the vacancy occurs. If three (3) or more employees express an interest in the vacancy, the Employer shall appoint one of the three (3) most senior qualified employees. Where only one (1) or two (2) express an interest, the Employer shall take one (1) or two (2) names of the most senior employees on the Department transfer list so that there is a total of three (3) employees to be considered. The Employer shall appoint one of the three (3) most senior qualified employees. If no employees express an interest the vacancy shall be filled in accordance with Section C., Subsection 2, below. If there are less than three (3) total employees interested in the vacancy or on the transfer list, the Employer may consider all other forms of appointment procedure, providing there are no names on any applicable recall lists but will give equal consideration to those on the transfer list. Nothing contained herein shall prohibit the Employer from selecting the most senior qualified applicant.

2. Transfer Lists.

a. Departmental Transfer List. Employees shall be entitled to express an interest in transfer to other work locations and/or work sites within their own department to which they would like to transfer within their current classification which would allow them to retain their same level. The issue of tiered transfer priorities and transfers between classes within the same approved class cluster shall be a proper subject for secondary negotiations. Such requests may be submitted to the appropriate Personnel Office on a continuing basis. Lists established as a result of such requests will expire annually on September 30. The Employer shall provide notice to employees, no later than September 15, that transfer lists established by this Agreement are expiring on September 30. Employees desiring transfer consideration during the subsequent twelve (12) months must submit new requests. All requests must be made in writing on the established departmental form or in the absence of such form, by letter or memorandum. Such forms shall be available to employees at their work site.

Employees submitting transfer requests shall indicate desired work locations by county designation or other appropriate designations as determined in secondary negotiations, except that no transfer rights from this list shall exist for positions within an employee's current work site.

b. Interdepartmental Transfer. Employees shall be entitled to express an interest in transfer to other departments within their current classification which would allow them to retain their same level. Such request shall be submitted to the current Departmental Personnel Office on a continuing basis. Lists established as a result of such requests will expire annually on September 30. The Employer shall provide notice to employees, no later than September 15, that said lists established by this agreement are expiring on September 30. Employees desiring transfer consideration during the subsequent twelve (12) months must submit new requests. All requests must be made in writing on the established OSE form. Such form shall be available to employees through their personnel office. Employees submitting transfer requests shall indicate desired counties.

c. Application. A subsequent vacancy shall be filled from among employees on the appropriate departmental transfer list provided such list contains three (3) or more qualified employees. When a selection is made from such a list, the Employer shall appoint one of the three (3) most senior qualified employees. Where there are less than three (3) on the departmental transfer list, and the Employer elects not to reassign under the provisions of Section B., Subsection 2, the Employer may consider the interdepartmental transfer list providing there are no names on any applicable recall lists. If there is an interdepartmental transfer list the Employer may give equal consideration to promotion of employees from within the department. When using the interdepartmental transfer list if there are at least three (3) names on the list the Employer shall appoint one (1) of the three (3) most senior employees or appoint

a promotional candidate from within the department. If there are fewer than three (3) names on the interdepartmental transfer list, the Employer may consider all other forms of appointment procedure including the promotion of employees from within the department. Nothing contained in these provisions shall prohibit the department from selecting the most senior qualified candidate.

If the Employer decides to use a Civil Service promotional register the Employer will give primary consideration to employees in these Bargaining Units consistent with Civil Service Rules and Regulations.

In the Department of Corrections, and the Department of Community Health, transfer requests from outside the Agency shall only be considered when there are less than three (3) names from the Agency on the transfer request list. In such cases, the three (3) most senior employees from outside the Agency requesting transfer shall be considered in conjunction with the employee(s) from the Agency, if any.

3. Limitations. The Employer shall not be required to consider:

a. Initial or continuing probationary employees;

b. Employees in less than satisfactory standing;

c. Employees who have been transferred any time during the immediately preceding twelve (12) month period;

d. Employees who have declined, or failed to respond to three (3) offers of transfer within the immediately preceding twelve (12) month period.

e. Employees if the vacancy is part of a Conduct Reassignment as described in Section B., Subsection 3, of this Article;

f. Employees who do not possess the particular qualifications for the assignment, including but not limited to:

(1) Special job skills;
(2) Physical requirements;
(3) Selection certification requirements;
(4) Sub Class Code Requirements;

g. Where a work site or facility is closed or divided, the Employer may reassign employees along with their work responsibilities to the new facility or work site.

h. Employees who have been promoted, hired, recalled or reinstated within the immediately preceding twelve (12) month period.

4. Hardship Transfers. Legitimate hardship transfer requests to another work location submitted by the Union may be honored where the Appointing Authority determines that a hardship exists and that to do so will not impair the operating effectiveness of the Department/Agency or any subunit thereof. For purposes of this subsection, hardship means health condition of an employee or an employee's immediate family (defined as spouse, children, parents or spouse's parents) requiring the employee's presence or availability in another location for an extended period of time. All hardship transfer requests shall be in writing to the employee's Appointing Authority and clearly set forth the circumstances of the hardship. Such transfer may be given priority over other voluntary transfer requests. The Union agrees that the approval of such hardship transfer by the Appointing Authority shall not be grievable if done in accordance with the provisions of this Subsection.

5. Correcting a Staffing Imbalance. Where the Employer seeks to correct a staffing imbalance between or within work locations or work sites, the Employer may first consider transfer requests from an overstaffed work site/work location. In the absence of three (3) or more transfer names from such overstaffed work site/work locations, the Employer may reassign in accordance with the provisions of Section B., Subsection 2, of this Article. When the Employer intends to utilize this provision the Employer shall give the Union prior notice and shall, upon request, meet with the Union to discuss the details of such action. The criteria for determining when a staffing imbalance under this Section exists shall be subject to secondary negotiations.

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

Section D. Seniority Exceptions for Reassignment or Transfer.

The Employer may reassign or transfer out of line of seniority to maintain an existing affirmative action plan in accordance with applicable law when approved in advance by the State Personnel Director.

Section E. Expense Reimbursement.

Employees who are reassigned under the provisions of Section B. of this Article shall be eligible to receive reimbursement for incurred moving expenses in accordance with Article 37 of this Agreement.

Employees who are transferred under the provisions of Section C. of this Article shall not be entitled to receive reimbursement for incurred moving expenses pursuant to Article 37 of this Agreement. However, an employee's employing Department/ Agency may at its sole discretion authorize the application of part or all of such Article.

The granting of administrative leave when the Employer conducts interviews under the provisions of this Article will continue in accordance with current practice unless negotiated otherwise in secondary negotiations.

The provisions of this Article shall not obligate the Employer to retrain, furnish, or provide for retraining of any employee in order to permit him/her to apply for or receive approval of a transfer request.

ARTICLE 14
HOURS OF WORK

Sections A., B., C., D. shall not apply to Permanent-Intermittent, or less than full-time employees.

Section A. Bi-weekly 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 bi-weekly pay periods.

Section B. Work Days.

The work day shall consist of an assigned shift within twenty-four (24) consecutive hours commencing at 12:01 a.m. Whenever practicable and consistent with program needs, employees shall work on five (5) consecutive working days separated by two (2) consecutive days off. Significant or major changes in methods of scheduling shall be first discussed with the Union before changes are made.

Section C. Work Shift.

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

Day Shift - Starts between 5:00 a.m. and 1:59 p.m.

Afternoon Shift - Starts between 2:00 p.m. and 9:59 p.m.

Evening Shift - Starts between 10:00 p.m. and 4:59 a.m.

Employees may be assigned to work rotating or relief shifts.

If a paid lunch period is provided by the Employer, the shift shall be eight (8) consecutive hours. An unpaid lunch period shall not exceed one (1) hour and shall normally be taken at or near the end of the first four (4) hours of work in accordance with operational requirements.

The Union and the Employer recognize that certain employees are exempt from explicit shifts. These employees are expected to work an eight (8) hour shift or its approved equivalent, but the nature of the work does not lend itself to standard work days, work hours (including meals and breaks), and work week. Such employees are usually those who are ineligible for overtime compensation except as otherwise identified in this Agreement. Such employees will have their

work time approved by the appropriate authority. Daily reporting for work may be independently adjusted with Employer approval and a schedule will be maintained with the approval of the appropriate supervisor.

The Employer reserves the right to establish or re-establish eight and one-half (8-1/2) or nine (9) hour shift schedules with one-half (1/2) or one (1) hour for unpaid lunch. Meals previously provided to employees working eight (8) hour shifts may be canceled when employees are changed to eight and one-half (8-1/2) or nine (9) hour shifts as provided herein.

Section D. Work Schedules.

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

Changes in work schedules may be made up to ninety-six (96) hours prior to the beginning of the pay period to be worked. Any changes in scheduling shall be confirmed in writing to the employee or posted on appropriate bulletin boards.

The regular work schedule of an employee in a Code 1 classification as indicated in Appendices A and B shall not be altered within the work period provided in Section A., above, solely to avoid premium overtime. Any change in work schedule not in compliance with this Section shall result in compensation for hours worked outside the regularly scheduled shift at one and one-half (1-1/2) times the employee's regular rate of pay for those employees eligible for overtime credit. With the Employer's approval employees may voluntarily agree, without penalty to the Employer, to changes in the work schedules. Scheduling changes necessitated by requests initiated by employees shall be exempt from the one and one-half (1-1/2) time compensation required by this Section unless the employee works more than eight (8) hours in a day, or forty (40) hours in a work week, or beyond an approved modified work schedule. Emergency scheduling may continue in accordance with current practice.

Section E. Meal Periods.

In accordance with current practice, work schedules shall provide for the work day to be broken at approximately mid-point by an unpaid meal period of not less than thirty (30) minutes. At the discretion of the Employer, meal periods may be temporarily rescheduled to meet operational requirements. Those employees who receive an unpaid meal period, and are required to work or be at their work assignments and are not relieved for such meal periods shall have such time treated as hours worked for the purpose of computing overtime; however, nothing shall prohibit the Employer from establishing or continuing an eight (8) hour work day inclusive of such meal period on a regular basis. The issue of

employees foregoing lunch periods or lunch periods being extended beyond thirty (30) minutes shall be a proper subject for secondary level negotiations regardless of current practice.

Section F. Rest Periods.

There shall be one (1) fifteen minute rest period during each four (4) hours worked in a regular shift. The Employer retains the right to schedule employees' rest periods and to shorten such periods to fulfill emergency operational needs. In the event such an emergency operational need arises, the Employer will be reasonable in allowing rescheduling of the rest period during that four (4) hours worked. It is not intended that such rescheduling will be used to extend the meal period or leave early. The Employer may continue current practices regarding breaks taken in the course of operational duties or on an irregular basis. Rest periods shall not be accumulated and, when not taken, shall not be the basis for any additional pay or time off.

Section G. Wash-Up Time.

Positions for which such necessary wash-up time is authorized shall be determined in secondary negotiations. If employees are working overtime at the end of the scheduled work day, an approved wash-up period shall be provided immediately prior to the end of the overtime period only. Under no circumstances shall an employee be paid premium pay to wash up if the employee is required to work through this wash-up period.

Section H. Callback.

Callback is defined as the act of contacting an employee at a time other than regular work schedule and requesting that the employee report for work and be ready and able to perform assigned duties. Employees who are called back and whose callback time is contiguous to their regular working hours will be paid only for those hours worked. Employees who are called back and whose call back hours are not contiguous with their regular working hours will be guaranteed a minimum of three (3) hours compensation. Eligible callback time will be paid at the premium rate. When a Code 2 employee is on call and is called back to work the employee shall be compensated in cash payment at the premium rate for the hours of callback. These provisions do not apply to: (1) exempt employees; (2) Permanent-Intermittent employees, unless by virtue of the callback the employee works in excess of eight (8) hours in a day or forty (40) hours in a work week.

Section I. On Call.

On call is defined as the state of availability to return to duty, work ready, within a specified period of time. Employees required by the Employer to be on call shall remain available through a prearranged means of communication. Such

employees shall be compensated at the rate of one (1) hour of pay for each five (5) hours of on call duty. These pay provisions shall not apply to exempt employees, except in accordance with current practice. If an employee who is on call is called back to duty, the period of call back shall not be counted as on call time. On call time shall not be counted toward the eighty (80) hours worked in a pay period.

Section J. No Guarantee or Limitation.

This Article shall not be construed as a guarantee or limitation of the number of hours per work day or work period. This Article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of work per day or per week. Overtime shall not be paid more than once for the same hours worked.

Section K. Modified Work Schedules.

Nothing in this Agreement shall be construed to limit the Employer's discretion to establish, modify or abolish modified work schedules as are consistent with the program needs of the Employer and do not violate Section A. above. Plans proposed by the Employer for the consideration of employees shall be provided to the Union prior to being provided to, and discussed with, employees. If the initial implementation of any proposed plan would result in a layoff of a permanent employee, such provision of the plan shall be negotiable. Eligible employees on modified work schedules shall only be entitled to overtime compensation for those authorized overtime hours in excess of forty (40) hours worked in a work week, or as mutually agreed upon in secondary negotiations. Whenever the Employer intends to modify or abolish all or part of a modified work schedule and such intent would have an adverse impact on an employee(s), the Employer agrees to give fourteen (14) calendar days notice, for the employee to adjust personal schedules in order to comply with such modification or abolishment. Any intended changes in modified work schedules will first be provided to the Union and will be discussed with the Union on request; however, such changes shall not be negotiable. Where the Union believes a substantial number of employees at a work site wish to consider a modified work schedule, such matter will be discussed in a Labor-Management Committee Meeting and shall be subject to secondary negotiations.

An employee's request for an intermittent or reduced work schedule because of the serious health condition of the employee or the employee's spouse, parent, or child, or because of the birth, adoption or foster care placement of a child shall be as provided in Article 16 and Article 50 of this Agreement.

Employees in these Bargaining Units shall be eligible to participate in the Voluntary Work Schedule Adjustment Program, as outlined in Appendix I.

ARTICLE 15
OVERTIME

Section A. Definitions.

1. *Exempt Employee*. An exempt employee is one who is not eligible for overtime. Exempt employees are in classifications in Appendix A shown as Code 3.

2. *Eligible Employee.* An eligible employee is one who is eligible for overtime compensation in accordance with Section B. of this Article. Eligible employees are in classifications in Appendices A and B shown as Code 1 or Code 2.

3. *Overtime.* Overtime is authorized work time that an eligible employee works in excess of the applicable standard described in Section B. of this Article.

4. *Work Time.* Work time is defined as all hours actually spent in pay status including travel time required by and at the direction of the Employer before, during or after the regularly assigned work day.

5. *Work Week.* The work week shall consist of seven (7) consecutive twenty-four (24) hour periods commencing at 12:01 a.m., Sunday.

6. *Regular Rate.* The regular rate of pay is defined as the employee's prescribed rate per hour, including any applicable shift pay, prison ("P" rate) pay, hazard pay, and on call pay.

7. *Overtime Rate*. The overtime rate shall be one and one-half (1-1/2) times the regular rate.

8. *Compensatory Time*. Compensatory time is authorized paid time off from work in lieu of overtime pay. Compensatory time is not charged against an employee's annual, sick or other leave bank.

Section B. Eligibility for Overtime Credit.

The Employer agrees to compensate eligible employees at the overtime rate in cash payment or, by mutual agreement between the employee and the Employer, in compensatory time at one and one-half (1-1/2) hours for each hour of overtime (hereinafter referred to as compensatory time credit) under the following conditions:

1. An employee in a classification indicated as Code 1 in Appendices A and B shall be compensated at the overtime rate for all authorized work time, as defined above, in excess of eight (8) hours of work time in a day or forty (40) hours of work time in a work week or all consecutive hours in excess of eight (8).

2. An employee in a classification indicated as Code 2 in Appendices A and B shall be compensated at the overtime rate for all authorized work time, as defined above, in excess of forty (40) hours of work time in a work week.

3. An employee in a classification indicated as Code 1 or Code 2 in Appendices A and B who is on any modified work schedule shall be compensated at the overtime rate for all authorized work time in excess of their regular working day or forty (40) hours of work time in a work week.

4. When a Code 1 employee requests a work schedule adjustment within a work week in lieu of accumulation of overtime and the Employer agrees, such adjustment shall be made as long as the employee has not worked in excess of forty (40) hours in the work week.

5. An eligible employee may, by mutual agreement, receive compensatory time off for overtime hours worked in lieu of cash payment for such hours worked up to a limit of 240 hours. Employees engaged in public safety, emergency response, or seasonal work may accrue up to 480 hours of compensatory time. Compensatory time banks will be paid out in full upon separation from employment.

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

7. Current overtime practices in the Departments of Natural Resources, Environmental Quality, Corrections, Agriculture, and Community Health shall continue under conditions upon which currently granted. However, this shall not diminish the right of either party to negotiate at the secondary level those issues specified for secondary negotiations in Sections E. and F. of this Article.

Section C. Overtime Compensation.

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

Section D. Pyramiding.

Premium payment shall not be duplicated (pyramided) for the same hours worked. If an employee works on a holiday, overtime compensation for the first

eight (8) hours worked on the holiday is due and payable only after forty (40) hours of work time in a work week are exceeded.

Section E. Scheduling of Compensatory Time.

Current systems of accumulating and scheduling compensatory time shall continue if consistent with this Section. The issues of accumulation, scheduling and pay-off of compensatory time for any classification, including those designated as Code 3, covered by this Agreement will be subject to secondary negotiations.

When compensatory time credits have been earned by an employee for overtime work or work performed on a holiday, this accrued time shall be used at the convenience of the employee subject to supervisory approval based on criteria applicable to annual leave. However, if the Employer does not permit the employee to use accrued compensatory time credits before the end of the fiscal year in which the credits have been earned, the employee may be paid in cash at the regular rate for the compensatory time credits unused at the end of the fiscal year. Unused compensatory time credits which are not paid shall be carried to the next fiscal year. The employee may carry over eighty (80) hours compensatory time credits unless otherwise agreed upon in secondary negotiations.

Compensatory time shall be taken before annual leave except where an employee at the allowable annual leave cap would thereby lose annual leave.

Unused compensatory time credits of an employee who resigns, retires, or transfers to a different Appointing Authority shall be paid at a rate not less than the employee's current regular hourly rate or the average regular rate received by such employee during the last three (3) years of the employee's employment, whichever is higher. Unused compensatory time credits of an employee who is laid off shall be paid in the manner of annual leave prior to such layoff.

Section F. Overtime Procedure.

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

The Employer has the right to require an employee to work overtime, and to schedule overtime work as required in the manner most advantageous to the Employer and consistent with the requirements of State employment and the public interest.

Giving consideration to work assignments and organizational units in the Department, the Employer agrees to distribute overtime work as equally as practicable to employees who normally perform the assigned duties. When the overtime work being offered is to be compensated in the form of compensatory time only, employees who decline such overtime shall not have those hours included for purposes of overtime equalization. Work locations or equalization units, use of volunteers, maintenance of overtime rosters, scheduling days off, and recognition of seniority in making overtime assignments are issues which may be addressed in secondary negotiations, if not covered by this Agreement.

In the Departments of Corrections and Community Health an employee may request an exemption from mandatory overtime for personal reasons once during the first six calendar months of the year and once during the last six calendar months of the year. When this occurs, the next person in line for mandatory service shall take the assignment.

Section G. Timekeeping.

Timekeeping records shall be maintained for all employees to record total number of hours (work, annual leave, sick leave, holiday pay and compensatory time) in pay status on a daily basis.

ARTICLE 16
LEAVES OF ABSENCE

Section A. Eligibility.

Employees shall have the right to request a leave of absence without pay in accordance with the provisions of this Article after the completion of 1040 hours of satisfactory service or as otherwise provided in this Article.

Section B. Request Procedure.

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

Requests for a leave of absence shall be answered without undue delay and within twenty (20) working days.

Section C. 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. 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 which are discretionary under this Article. Appointing Authority determinations under this Section shall not be arbitrary, discriminatory or capricious.

Except as may be otherwise provided in this Agreement, an employee may elect to carry a balance of annual leave during a leave of absence. Such leave balances shall be made available to the employee upon return from a leave of absence but may be utilized only with prior approval of the Appointing Authority.

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

1. *Educational Leaves of Absence.*

The Employer may approve an individual employee's written request for a full-time educational leave of absence without pay for an initial period of time up to two (2) years to work toward an Associates Degree or a Baccalaureate Degree and/or any advanced degree. To qualify for such an educational leave, the employee must be admitted as a full-time student as determined by the established requirements of the educational institution relating to full-time status. Before the leave of absence can become effective, proof of enrollment must be

submitted by the employee to his/her Appointing Authority. At the request of the Employer, the employee shall provide evidence of continuous successful full-time enrollment in order to remain on or renew such leave. Such education shall be directly related to the employee's field of employment. Such employee may return early from such a leave upon approval by the Employer. The Employer shall approve or deny the request for leave of absence in accordance with Section B. of this Article. Any denial shall include a written explanation of the denial, if requested by the employee.

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

Employees may also request approval for an educational leave for education which is not directly related to the employee's field of employment. Employees granted a leave of absence under this provision shall not have return rights upon expiration of the leave and shall be so advised before going on the leave, however, upon written request, they shall be entitled to have their name placed on the departmental recall list in accordance with Article 12 provided such request is made within four (4) years of the commencement of the leave. Employees recalled under this provision shall not have such time treated as a break in service.

2. *Family and Medical Leave Act*. Under the provision of the Federal Family and Medical Leave Act (FMLA) upon request, an employee who has been employed by the Employer for at least twelve (12) months and worked 1,250 hours during the previous twelve month period, is entitled to a combined total of twelve work weeks of FMLA leave in a twelve month period for all qualifying leave types (including medical, parental and family care leaves). A twelve month period is as defined in the FMLA Letter of Understanding accompanying this Agreement.

a. FMLA Leaves.

Leave entitlement under the provisions of the Federal Family and Medical Leave Act will be granted to eligible employees for:

- Care for the employee's newborn or recently adopted child.
- Care for a foster child placed with the employee.
- To care for the employee's spouse, parent or child with a serious health condition.
- For the employee's own serious health condition.

When an eligible employee takes time off from work for an FMLA leave, the amount of unpaid time off for such leave will count towards the employee's unpaid leave of absence guarantees contained in Article 16, Medical Leave, and Article 50, Parental and Family Care Leave.

b. Use of Leave Credits.

Eligible employees may request to use accrued leave credits to substitute for unpaid FMLA leave in accordance with this Section and Article 39, Annual Leave and Article 40, Sick Leave of this Agreement.

1. Sick Leave

An employee must deplete accrued sick leave credits before commencing an unpaid medical leave for the employee's own serious health condition, or family care leave for the serious health condition of the employee's spouse, parent, or child.

2. Annual Leave and Personal Leave.

An employee may request the use of accrued annual and personal leave credits to substitute for unpaid medical, parental, and family care leaves.

c. Intermittent or Reduced Work Schedules.

An employee may request an intermittent or reduced work schedule in accordance with the provisions of the FMLA. The Employer may temporarily reassign the employee requesting the intermittent or reduced work schedule when necessary to accommodate the leave in accordance with Article 13, Section B.7.

d. Second or Third Health Care Provider Opinions.

The Employer may require the employee to obtain a second or third medical opinion for the serious health condition of the employee or the employee's spouse, parent, or child, at the Employer's expense in accordance with the procedures in this Article, Medical Leaves of Absence.

e. Insurances.

Continuation of an employee's coverage under the group health plan will be in accordance with the Federal Family and Medical Leave Act.

f. Return to Work.

An employee's return to work at the expiration of an FMLA leave will be in accordance with Section D of this Article. Prior to returning to work from a FMLA leave for the employee's own serious health condition, the employee may be required to present a fitness for duty medical certification.

3. Medical Leaves of Absence. Upon depletion of accrued sick leave, an employee, upon request, shall be granted a leave of absence including necessary extensions for a period of up to six (6) months upon providing required medical certification, for personal illness, injury or temporary disability necessitating his/her absence from work if that employee is in satisfactory employment status.

This guarantee shall only apply when the employee has had less than six (6) months medical leave of absence within the preceding five (5) years. Time off on medical leave of absence due to pregnancy shall not be counted against the guarantee. Up to twelve (12) work weeks of unpaid medical leave may count towards an eligible employee's FMLA leave entitlement. An employee whose leaves including any extensions totals less than six (6) months during the five (5) year period shall be granted a subsequent leave(s) up to a cumulative total of six (6) months within such five (5) year period. In all other cases an employee may be granted such leave for the above reasons. Such leave may be granted for a period of up to six (6) months upon providing required medical information. The employee's request shall include a written statement from the employee's physician indicating the specific diagnosis and prognosis necessitating the employee's absence from work and the expected return to work date.

Where the Employer has reason to doubt the validity of the certification provided by the employee as part of her/his initial request or extension, the Employer reserves the rights to have the employee examined by a health care provider selected and paid for by the Employer. The Employer may not select a health care provider who it employs on a regular basis, with whom it regularly has a contract, or who it otherwise utilizes for furnishing second opinions, unless the Employer is located in an area where access to health care is extremely limited.

If the opinions of the health care providers differ, the Employer may require that the employee obtain a third opinion, at the Employer's expense, from a health care provider agreed upon by the Employer and employee to be selected from a list of health care providers established by the joint health care committee from a list of specialists provided by the appropriate local or state professional medical association. This opinion is final and binding on the Employer, the employee and the Union.

The Employer, in considering requests for leaves outside of the guarantee provided above, shall exercise discretion based on the circumstances related to the leave request on a case by case basis. Request for medical leaves of absence after return from injury or illness due to complications and/or a relapse shall be considered as a medical leave extension request provided that this type of extension is requested within 60 days of return from original leave.

Prior to returning to work from a medical leave of absence, the employee will be required to present a fitness for duty medical certification from his/her health care provider.

Employees who have completed an initial probationary period 1040 hours of satisfactory service, and are in satisfactory employment status, who are 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 12 provided that such medical certification is presented within two (2) years of the date of medical layoff. Such employees shall be considered as laid off with recall rights as described in this Section.

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

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

5. *Leave for Union Office.* The Employer shall grant requests for leaves of absence to employees in these representational Units 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 may cover the period from the initial date of election or appointment through the expiration of the term of office.

c. If the requested leave of absence is for the purpose of permitting the employee to serve as staff representative for the International Union, such leave shall be for the duration of this Agreement and renewable thereafter. Upon return, he/she shall be reinstated at work in line with seniority status in the classification in which he/she was engaged last prior to leave of absence. Seniority shall accumulate throughout the period of his/her leave of absence.

6. *Waived Rights Leave of Absence*. The employee may request a waived rights leave of absence of up to one (1) year in those situations when an

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

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

Section D. Return From Leave of Absence.

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

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

a. Where there is more than one (1) work site in a work location, the Employer will make a good faith effort to return the employee to their former work site or to as close a work site as possible.

3. An employee who requests an earlier return to work prior to the expiration of the approved leave (other than waived rights) may do so only with the approval of the Appointing Authority. Such approval will not be unreasonably withheld.

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

4. It shall be the responsibility of the employee to contact his/her immediate supervisor as soon as possible but no later than five (5) week days prior to the scheduled expiration date of the leave if the employee intends to request an extension of the leave.

5. The Employer shall grant an employee's request for an intermittent or reduced work schedule in accordance with the Family and Medical Leave Act and Article 13.

Failure of the employee to report to work at the expiration of the leave shall constitute a voluntary separation after the third work day on the part of the employee.

ARTICLE 17
PERSONNEL FILES

Section A. General.

There shall be only one (1) official personnel file maintained on each employee in the representational Units covered by this Agreement. Under no circumstances shall an employee's medical file be contained in the employee's personnel file; however, records of personnel actions based upon medical information may be kept in personnel files.

Section B. Access.

Access to individual personnel files shall be restricted to authorized management personnel, the employee and/or a designated 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. An employee may be accompanied by a designated Union Representative if the employee so desires. An employee who requests in writing one (1) or more additional reviews shall state the purpose thereof. File review shall normally take place at the location of the personnel file and during the Employer's normal work hours. If a review during normal work hours would require an employee to take time off from work, the Employer will provide some other reasonable time or place for the review. As an alternative to rearranging the time or place for employee review, employees may designate, in writing, a Union Representative to conduct such review. Upon employee request, the Employer shall make and furnish a copy of documents, or parts of documents, to the employee or the designated Union Representative. The Employer may charge a reasonable fee representing actual lowest cost for providing a copy of information in the personnel file. See letter of understanding.

Section C. Employee Disagreements.

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

Section D. Employee Notification.

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

Section E. Non-Employment Related Information.

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

Section F. Confidentiality of Records.

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

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

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

1. The employee has waived the right to written notice as part of a written, signed employment application with another Employer; or

2. The disclosure is ordered in a legal action or arbitration to a party in that legal action or arbitration; or

3. The information is requested by and provided to a government agency as a result or a claim or complaint by an employee with such government agency.

Section G. Expunging Records.

Upon employee request, records of disciplinary actions/interim service ratings shall be removed from an employee's file twenty-four (24) months following the date on which the action was taken or the rating issued, provided that no new disciplinary action/interim service rating has occurred during such

twenty-four (24) month period. Written reprimands, counseling memoranda, performance reviews, and satisfactory service ratings shall similarly be removed twelve (12) months following the date of issuance provided no new written reprimands, counseling memoranda or less than satisfactory service rating 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.

For purposes of computing time for expunging records under this Section only actual work time shall be counted.

Section H. Confidentiality of Medical Records.

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

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

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

ARTICLE 18
UNION REPRESENTATION

Section A. Union Representatives and Jurisdictions.

Employees covered by this Agreement are entitled to be represented in the grievance procedure by the work site Steward or their Chief Steward and/or a Union Staff Representative in accordance with the following:

Generally, Stewards shall represent employees in disciplinary conferences and at Step 1 of the grievance procedure; and Chief Stewards shall represent employees at Step 2 of the grievance procedure.

1. ***Work Site Definition***: A work site is a building occupied in part or entirely by a Department; or a group of buildings which constitute a facility.

2. At work sites of a Department having at least fifteen (15) employees cumulative covered by this Agreement, the Union may designate one (1) or more Stewards to represent such employees at such work sites. A Steward shall lose no normal pay or leave credits while representing employees at the same work site.

3. Representation at work sites of a Department having fewer than fifteen (15) employees cumulative covered by this Agreement shall be determined through secondary negotiations. Stewards operating within jurisdictional areas as agreed to in secondary negotiations shall lose no normal pay or leave credits while representing employees within the jurisdictional area or for related travel between work sites within the jurisdictional area.

4. Where no Steward is authorized or designated, or one designated is temporarily not available, the Union may designate any employee covered by this Agreement to act as a temporary representative, provided that if such employee is employed at another work site or in another Department he or she shall be released for such purpose on accrued leave credits subject to operational requirements and other criteria governing annual leave. Such employee may represent employees across departmental lines.

5. Employees whose unplanned absence would remove service from an area shall not be designated by the Union as a temporary representative under this Section A.

6. Stewards shall be employed in or on leave from a classification in one of the Bargaining Units covered by this Agreement.

Section B. Chief Stewards.

The Union may designate one (1) Chief Steward for up to eighty (80) employees or fraction thereof in a Department. Chief Stewards, designated by the Union, shall have preference in employment retention in the event of layoff or reassignment outside the work site. A Chief Steward may also be designated as a Steward at a work site. At a work site where no Steward has been authorized by secondary negotiations or the designated Steward is not available, the Chief Steward may act as a temporary Steward without loss of pay.

The District of a Chief Steward shall be established so as to reflect representation of approximately eighty (80) employees within a Department. In circumstances where this approximation is not possible within a work site a Chief Steward may represent more than one (1) work site within a Department. Each Chief Steward shall have a defined District.

The Union shall furnish to the Employer, in writing, the names of the designated Chief Stewards with their jurisdictions and work sites and the names of Stewards with their work sites or their jurisdictions that have been mutually agreed upon in secondary negotiations. The Union shall do so promptly after the effective date of this Agreement. Any changes or additions thereto shall be forwarded to the Employer by the Union, in writing, as soon as such changes are made.

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

Section C. Release of Union Representatives.

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

Section D. Union Leave.

If any Union Representative(s) is expected to spend more than 25% (520 hours) of the contract work year (beginning the effective date of this Agreement) in representation activities, he/she may be so designated and identified by the Union. Such notice shall be in writing to the departmental Employer and must be provided at least fourteen (14) calendar days in advance of the pay period in

which the leave is to begin. They 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) wages, and the Employer's share of premiums for all insurance programs. A contract work year is defined as a twelve (12) month period.

The employee's status for pay, benefits, insurance, retirement and other benefits shall be identical to administrative leave. If a Union Representative actually uses 520 hours paid administrative leave during a contract work year, the parties will meet and confer regarding a resolution.

ARTICLE 19
LABOR/MANAGEMENT MEETINGS

Section A. Purpose.

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

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. Information which either party agrees to provide as a result of a request made during a Labor/Management meeting, shall be provided at least seven calendar days in advance of the next scheduled Labor/Management meeting.

Appropriate subjects for the agenda are:

1. Administration of the Agreement.

2. General information of interest to the parties.

3. Expression of employees' views or suggestions on subjects of interest to employees of the Representation Units covered by this Agreement.

4. Recommendations of the Health and Safety Committee on matters relating to employees of Representation Units covered by this Agreement.

5. Items agreed to in other Articles of this Contract.

Department or Agency Representatives will make a good faith effort to notify the designated Union Representative, which under normal circumstances will be thirty (30) calendar days, of administrative changes intended by the Employer, which may significantly affect employees covered by this Agreement and to meet with the Union, upon the Union's request, concerning such change. Failure of the Employer to provide such information shall not prevent the Employer from making such changes, however, such changes shall be proper subjects for future Labor/Management meetings. Such meetings shall not be considered or used for negotiations, nor shall they be considered or used for a substitute for the grievance procedure.

Section B. Representation.

The Union shall designate its Representatives to such meetings in accordance with this Section. The number of the Union Representatives to participate in such meetings at the departmental level shall be determined through secondary negotiations.

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

Section C. Scheduling.

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

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

Section D. Pay Status of the Union Representatives.

Up to the limit established in secondary negotiations the Union Representatives to Labor/Management meetings shall be permitted time off from scheduled work without loss of pay for necessary travel, preparation and attendance at such meetings. In the event such meetings or activities are held on an employee's workday at other than the employee's scheduled work time, for purposes of pay only, properly designated Union Representatives shall be permitted an equivalent amount of time off from scheduled work on their upcoming or previous shift or by mutual agreement on another day in the pay period. The issue of administrative leave necessitated by travel for the attendance at Labor/Management meetings and for preparation for the meetings shall be a proper subject of secondary negotiations. Overtime and travel expenses are not authorized.

Section E. 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. See letter of understanding.

ARTICLE 20
UNION-MANAGEMENT COUNCIL

The parties agree to establish a Union-Management Council composed of members to be designated by the Union and the Office of the State Employer. Composition of the Council shall consist of up to fourteen (14) members designated by the Union and up to fourteen (14) members designated by the Office of the State Employer. This Council shall meet at agreed times and places, but at least quarterly to examine and attempt to resolve issues of interdepartmental impact and/or statewide concerns. The Union/Management council shall meet on the fourth Wednesday of February, May, August and November of each year, unless mutually agreed otherwise.

Proposed agenda items will be exchanged by the parties at least fourteen (14) calendar days in advance of a scheduled meeting. The parties shall mutually agree on the agenda and shall each send the agreed upon agenda to its representatives at least seven (7) calendar days in advance of the meeting.

Expenses of the Council. Employee members will be granted administrative leave for attendance at Council meetings. In the event such meetings or activities are held on an employee's workday at other than the employee's scheduled work time, for purposes of pay only, properly designated Union Representatives shall be permitted an equivalent amount of time off from scheduled work on their upcoming or previous shift or by mutual agreement on another day in the pay period. Operating expenses such as clerical work, copying and distribution of materials will be borne by the Employer. Other costs, such as consultants, shall be shared equally unless otherwise agreed and not be incurred without mutual consent. See letter of understanding.

ARTICLE 21
GROOMING AND ATTIRE

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

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

In a grievance over this Article, the Employer shall have the burden of demonstrating that the grooming and attire standard bears a reasonable relationship to the work of the employee and the operational needs of the Employer.

ARTICLE 22
HEALTH AND SAFETY

Section A. General.

The Employer and Union will cooperate in the objective of eliminating safety and health hazards. The Employer will make every reasonable effort to provide a safe and healthful place of employment free from recognizable hazards.

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

Section B. First Aid Equipment.

First aid and universal precaution equipment shall be provided at appropriate locations in the work place.

Issues concerning the contents, location and availability of first aid and universal precaution kits shall be an appropriate subject for local labor-management meetings.

Section C. Buildings.

The Employer will maintain all State-owned buildings, facilities, and equipment in accordance with the specific written order(s) of the Michigan Department of Consumer and Industry Services. Where facilities are leased by the Employer, the Employer shall make a reasonable attempt to assure that such facilities comply with the order(s) of the Michigan Department of Consumer and Industry Services.

In the event of a dispute over the temperature of a leased or State-owned building, the Employer will discuss the concerns with the departmental and/or work site Health and Safety Representative immediately in an attempt to resolve the problem.

When major renovation or reconstruction of a building is planned, employees will receive five week days prior notice whenever possible, unless negotiated otherwise in secondary negotiations. Such notice shall also be provided to the Chief Steward and the work site Health and Safety Representative. In the event there is no UAW Chief Steward or Health and Safety Representative for the work site, UAW Local 6000 will be notified. At the request of the UAW, the work site Health and Safety Committee will meet to discuss the impact upon employees.

When the Union believes that working conditions at any work site have deteriorated to such an extent that the health and safety of employees is threatened, the Local 6000 Health and Safety Representative shall notify the Department of Management and Budget Health and Safety Representative for the Department of Management and Budget operated facilities or the Departmental Health and Safety Representative for department leased or owned buildings. Upon request they will meet in an attempt to resolve any outstanding issues.

Section D. Medical Examinations.

Whenever the Employer requires an employee to submit to a medical examination, medical test, including x-rays, or inoculations, by a licensed medical practitioner selected by the Employer, the Employer will pay the entire cost of such services not covered by the current health insurance programs. Employees required to take a medical examination and who object to the examination by a State-employed doctor may be examined by a mutually approved personal physician. In the absence of mutual agreement, the parties will select a physician from recommendations by a county or local medical society, by alternate striking if necessary.

Section E. Foot Protection.

The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer will provide a safety device or, if the Employer requires the employee to purchase approved safety shoes, the allowance paid by the Employer for the purchase of required safety shoes shall be the actual cost of such shoes up to a maximum reimbursement of $100.00 per pair. Employees shall have the right to purchase such safety shoes utilizing the allowance provided herein.

Section F. Protective Clothing.

The Employer will furnish protective clothing and equipment in accordance with applicable standards established by the Michigan Department of Consumer and Industry Services. The issue of the Employer providing other apparel, the purpose of which is to protect the health and safety of employees against hazards they might reasonably be expected to encounter in the course of performing job duties, shall be a proper subject for secondary negotiations.

The issue of providing cellular telephones to employees whose jobs require them to do field work and/or make home visits and the issue of equipping newly purchased or leased state cars with a keyless entry system will be a proper subject for secondary negotiations.

Section G. Safety Glasses.

The Employer reserves the right to require the wearing of suitable eye protection by employees. In such cases, the Employer will provide such eye protection devices or, if the Employer requires the employee to purchase approved safety glasses, the Employer will furnish such glasses. If an employee needs corrective safety glasses, the Employer shall also furnish such glasses after the employee has presented the required prescription. The Employer shall not pay for any eye examinations.

Section H. Safety Inspection.

When the Employer brings in a private health and safety consultant or when the Michigan Department of Consumer and Industry Services or Fire Marshall inspect a State facility in which Bargaining Unit members are employed, a designated local Union Representative will be notified by the Employer and, consistent with the operational needs of the Employer, be released from work without loss of pay to accompany the Inspector in those parts of the facility where such Unit members are employed. The Union may designate an employee to accompany an Inspector under the provisions of this Section in the absence of a designated Union Representative on the premises. Otherwise there shall be no obligation of the Employer except notification to the Union. In the event a dispute arises, it shall be resolved by a discussion between the OSE and the International Union. An employee who acts as a designated Union Representative for the purposes of this Section shall not be paid for time spent outside the employee's regularly scheduled working hours. Such safety inspections may be requested to MIOSHA by the Union when there is reason to believe that a health or safety hazard exists in a particular work site. Upon request, a copy of any reports resulting from these inspections shall be given to the Union.

When health and safety incidents result in the release of employees, or temporary reassignment to another work site, the Local Union shall be notified.

Section I. Health and Safety Committee.

1. Statewide Committee.

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

The Committee shall meet at least quarterly at mutually agreeable times and places. Agendas will be established in advance. Minutes will be prepared for each meeting and a copy given to the International Union members. Additionally, at least annually, the Statewide Committee shall convene a comprehensive health and safety meeting which shall include the Union Departmental Health and Safety representatives, ~~i~~ncluding the Executive Plaza/Cadillac Place Health & Safety Committee Chairperson, representatives of the Employer and such other representatives of the parties as the Statewide Committee deems appropriate.

The purpose of this annual meeting is to review health and safety concerns and to coordinate a consistent approach to resolving those concerns. Union representatives shall be permitted time off the job, without loss of pay for travel and to attend these meetings.

b. **Responsibilities.**

The charge of this Committee shall be to examine statewide policy issues regarding health and safety, such as, indoor air quality, asbestos, medical conditions associated with VDT usage, and protection against bloodborne pathogens and to provide input on workplace design as it affects Bargaining Unit employees. In conjunction with its charge, the Committee may develop and analyze health and safety data, recommend training and make other recommendations pursuant to its findings.

The parties will jointly commission a study which shall review the potential sources of job stress including but not limited to workload, client interaction and employee involvement in job decisions and priorities. The study has been funded by an increase of $.01 in the Employer's contribution to the Joint Education, Training and Development Fund during FY 1991-92 only. Upon completion of the study the parties shall meet to discuss the findings and discuss the appropriate means addressing the sources of stress identified in the study.

The Committee shall work in conjunction with such other committees as may exist or which may be established that deal with issues related to job stress, including, but not limited to, the Joint Union-Departmental Management Committee (workloads) and the Disability-Management Committee.

2. Departmental Representatives and Committees.

a. Departmental Health and Safety Representatives.

The Local Union shall designate a health and safety representative for each department.

Where a Joint Departmental Health and Safety Committee has not been established by secondary negotiations in accordance with Subsection (b) below, the Union departmental health and safety representative and a safety and health representative of the Employer shall meet quarterly, if necessary, at mutually agreeable times and places to review and attempt to resolve health and safety concerns.

The Union health and safety representative shall be permitted time off his/her regular job, including travel time, without loss of pay, for engaging in the health and safety activities outlined in this Section and secondary negotiations, provided, however, no overtime pay shall be made.

Where the Secondary Agreement does not establish a Departmental Health and Safety Committee, health and safety issues shall be appropriate subjects for discussion at Departmental Labor/Management meetings.

The departmental health and safety representative shall be a member of the Departmental Labor/Management Committee. The health and safety representative shall be in addition to the limits established in Article 19 except in those departments where it was negotiated in secondary negotiations in 1990.

b. Departmental Health and Safety Committees.

The Employer agrees that when a Joint Health and Safety Committee has been established by secondary negotiations, one (1) member may be appointed by the Union. The Union Representative on such Committee will be on leave without loss of pay while at meetings of the Committee. Such Committee may meet bi-monthly or more often by mutual agreement for the purpose of identifying and correcting unsafe or unhealthy working conditions which may exist. Items to be included on the agenda for such meetings must be submitted at least seven (7) calendar days in advance of scheduled meeting dates. Where no items are timely submitted, no such meetings shall be held.

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

Advice of the Health and Safety Committee, together with supporting suggestions, recommendations, and reasons shall be submitted to the Employer for consideration, and for such action as may be deemed necessary.

3. Executive Plaza/Cadillac Place Committee.

The parties agree to continue the Executive Plaza/Cadillac Place Health and Safety Committee. The Local Union may designate one health and safety representative from each department housed in the Executive Plaza/Cadillac Place to serve on the Committee. The Employer may have an equal number of representatives, which shall include a representative from the Department of Management and Budget. The purpose of said Committee will be to meet and confer on mutual health and safety concerns. Meetings shall be held quarterly or more often when mutually agreed to. Agenda items will be submitted in writing by either party at least fourteen (14) calendar days in advance of the meeting. The Union representatives of the Committee will be on leave without loss of pay while at meetings of the Committee.

4. Local Agency or Facility-Level Health and Safety Committees.

The issue of the establishment of local level Health and Safety Committees shall be a proper subject for secondary negotiations.

Section J. Compliance Limitations.

If recommendations under Section I. above have not been acted upon within three (3) months, the Union may grieve alleged unsafe or unhealthful conditions which are the subject of such recommendations commencing at Step Three (3) of the grievance procedure provided in this Agreement; provided, that where a clear and present danger exists, the Union may grieve at any time at Step Two (2). 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.

Section K. Safety Evacuation Plans.

Upon the Union's request, each Agency or work location shall submit a copy of its evacuation plan to the Union for review and comment. The Employer shall establish an evacuation plan, bomb threat procedures and identify severe weather shelter areas for each work site employing Bargaining Unit members where such plans do not currently exist. Evacuation plans shall be posted and provided to an employee upon request.

Section L. Employee Services Referral and Members Assistance Programs.

The parties recognize that alcohol and drug abuse, mental and emotional illness, marital and family problems, and physical illness often contribute to less than satisfactory attendance and job performance.

The Employer agrees, to the financial extent possible, and without detracting from the existing Management Rights and employee job performance

obligations, to provide and maintain an Employee Services Referral Program, to the extent of advising employees relative to counseling and other reasonable or appropriate work performance improvement services available to employees where necessary.

The Employer agrees to work cooperatively with the Union to explore ways in which the Members Assistance Program can coordinate services with the existing Employee Services Program. It is the parties intent that the Members Assistance Program coordinate services with the existing Employee Services Program.

The parties agree to cooperate in encouraging employees afflicted with any condition agreed to herein to participate as needed.

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

Section M. Video Display Terminals.

The Employer agrees that, within budgetary and operational limitations, proven ergonomic principles will be a factor in the selection of new office equipment for use with video display terminals, including VDT work stations with adjustable chairs and backrests, footrests, adjustable tables and keyboard holders. Any table or keyboard surface that is adjusted upon installation to a fixed height, shall be an appropriate height for the intended user. If adjustments are necessary, requests for the adjustment will be made within a reasonable time period, generally not to exceed fourteen (14) calendar days. The Employer shall provide glare reducing screens and wrist supports to use in conjunction with video display terminals upon employee request.

Upon request the Employer shall provide training in the proper operation and adjustment of VDTs and VDT work station equipment and the Union will encourage employees to use VDT equipment properly.

The parties agree that issues related to video display terminal operation, including VDT workstations designed to be used by more than one employee are a proper subject for discussion at Joint Health and Safety Committee Meetings. When the Department of Consumer and Industry Services makes radiation measurements on video display terminals they shall be provided to the Statewide or Departmental Health and Safety Committee upon request.

An employee whose job duties require operating a VDT on a full-time basis shall be relieved from those duties for fifteen (15) minutes for each four (4) hours worked by assigning alternate duties where possible, or as in accordance

with current practice. Such relief is in addition to rest periods as provided in Article 14, Section F.

Section N. Pesticide Spraying.

Where possible and when under the control of the Employer, every reasonable effort will be made to have pesticide spraying conducted after business hours and/or on weekends to allow sufficient time for the area to be ventilated.

ARTICLE 23
PROBATIONARY EMPLOYEES

Section A. Definition.

1. An initial probationary employee shall be an employee who has not been certified as having satisfactorily completed the initial probationary employment period as required by the Civil Service Rules and Regulations.

2. A continuing probationary employee shall be an employee who has completed the initial probationary period and has subsequently been appointed to a new class, level, or principle Department and is required to satisfactorily complete a new probationary period.

Section B. Effect of Separation.

An individual who leaves State service other than by layoff or leave of absence and no longer having reinstatement rights shall be required to serve an initial probationary period.

Section C. Application of Provisions.

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

ARTICLE 24
SUPPLEMENTAL EMPLOYMENT

Supplemental employment is permitted under the following conditions:

1. That the additional employment must in no way conflict under this Article or under present Civil Service Rules and Regulations with the employee's hours of State employment, or in quantity or interest conflicts in any way with satisfactory and impartial performance of State duties.

2. That the employee secure the written approval of the Appointing Authority before engaging in any supplemental employment for the primary purpose of addressing any potential conflict of interest. Approval will not be unreasonably withheld. Requests will be answered with reasonable promptness.

3. That the employee keep the Appointing Authority informed of contemplated changes in supplemental employment.

4. Procedures for prior approval of supplemental employment including discussions of specific types of categories may be established in secondary negotiations provided that such employment does not exceed departmental guidelines.

5. Should the Employer determine that an employee's supplemental employment interferes with his/her regular work or is in violation of this Agreement, he/she will be given reasonable time to promptly terminate his/her supplemental employment before being disciplined, requested to resign State service or involuntarily terminated. Conflict of interest in supplemental employment which violates Civil Service Rules and Regulations will be immediately terminated.

This Article shall not be construed to limit or abridge the Employer's right to take appropriate disciplinary action in response to violation of Civil Service Rules and Regulations and/or in response to unauthorized supplemental employment. Present authorizations need not be renewed solely due to the execution of this Agreement.

ARTICLE 25
NON-DISCRIMINATION

The Employer agrees to continue its policy against all forms of illegal discrimination including discrimination with regard to race, creed, color, national origin, gender, age, physical disability, mental disability, height, weight, marital status, religion or political belief. This includes policies addressing reasonable accommodation for disabled employees. See letter of understanding.

The Union agrees to continue its policy to admit all persons otherwise eligible to membership and to represent all members without regard to race, creed, color, national origin, gender, age, physical disability, mental disability, height, weight, marital status, religion or political belief.

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

ARTICLE 26
SEXUAL HARASSMENT

No employee shall be subjected to sexual harassment by another employee during the course of employment in the State Classified Service. The Employer will make a good faith effort to attempt to prevent sexual harassment. When allegations of sexual harassment are made, the Employer will promptly investigate them and, if substantiated, take corrective action.

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

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

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

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

ARTICLE 27
SMOKING

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

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

The Employer's obligation under this Article will be consistent with available space and other operational requirements. This Article shall not be subject to the grievance procedure, however, problems in this area are appropriate subjects for local Labor/Management meetings. Employees will cooperate with the Employer and with each other to respect each others' rights to work in a healthful air environment. Efforts will be made by employees to minimize smoking that causes genuine discomfort to fellow employees or to confine smoking to expressly designated areas. To the extent possible, the Employer will designate a portion of all dining area(s) as a non-smoking area.

ARTICLE 28
POLYGRAPH EXAMINATIONS

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

ARTICLE 29
TRAINING

The Employer 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 endeavor to provide sufficient training to enable all employees to effectively deal with circumstances normally met on the job. The Employer will endeavor to provide training at the time of hire, whenever job responsibilities become significantly altered, or upon return from leave of absence during which job responsibilities are significantly altered. Such training shall normally begin within thirty (30) work days.

Formal training programs conducted by the department shall provide employees with a statement of purpose, clear understandable performance based objectives, and a daily agenda. Individual evaluations of the training may be submitted at the completion of training. Employees will be given the opportunity to submit such evaluations anonymously. The Union will have the right to review such training evaluations twice a year.

The Employer and the Union agree that any and all training will be conducted in an atmosphere of mutual dignity and respect. The purpose of training is to enhance employee job skills, not to create greater employment opportunities to the detriment of other employees.

The Employer recognizes that additional training, conferences and/or seminars given by other agencies or organizations may be relevant to Bargaining Unit members, and may provide increased knowledge and skills and improve overall job performance and job satisfaction. At the discretion of the Employer administrative leave may be granted for attendance at such training when requested by the employee.

When selecting facilities for training, one of the criteria will be that the facility is accessible to persons with disabilities.

The Employer and the Union agree to jointly explore sources for funding for job retraining programs for laid off employees through programs such as JTPA, etc. The parties recognize that such job retraining programs must be utilized in accordance with applicable provisions of Article 49.

Current departmental practices regarding notification of training opportunities and administrative leave for training or other educational purposes shall remain in effect at their present level unless negotiated otherwise in secondary negotiations.

The Employer and the Union agree to jointly establish a committee to review resources and gather information to facilitate employee advancement within state service. This Joint Advancement Committee (JAC) shall be comprised of two (2) Union designated members (one Administrative Support and one Human Services) and two (2) Employer designated members and shall be established within sixty (60) calendar days of the effective date of this Agreement. The Committee shall review current programs established by the Department of Civil Service and individual departments to identify skill assessment program needs and programs to publicize existing resources to employees. The Committee shall work cooperatively with Civil Service to achieve these objectives.

The JAC shall work cooperatively with programs established by the Joint Education, Training and Development Fund.

ARTICLE 30
STAFFING

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

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

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

The parties agree that a Joint Union-Departmental Management Committee will be established within ninety (90) calendar days of ratification of this Agreement to review problems of workloads.

The parties agree to jointly review the feasibility of establishing a pool of employees in designated classifications comprised of volunteers to provide temporary services throughout the state.

ARTICLE 31
OPERATION OF STATE MOTOR VEHICLES

The Employer and the Union agree that motor vehicle safety and proper operation of all State vehicles and equipment are of prime importance to the State and its employees.

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

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

Employees using State owned vehicles who, due to the nature of their employment may be required to become involved in high speed or pursuit driving, shall be given comprehensive training in precision driving techniques similar to that given to State Police. All employees required to take this training shall do so no less than once every five (5) years. See letter of understanding.

ARTICLE 32
WAGE ASSIGNMENTS AND GARNISHMENTS

The Employer will not impose disciplinary action against an employee for any wage assignments or garnishments. An employee who is suffering garnishments or wage assignments, or other withholding ordered by a court, or who is experiencing other financial difficulties, is obligated to make arrangements with creditors that will cause the least interference with the employee's employment and the Employer's operations. It is understood and agreed that garnishments and/or related financial problems of an employee, which have an adverse impact upon job performance, may result in disciplinary action. Garnishments will be handled in accordance with Subsection 101, Chapter 2, Section 2, of the State of Michigan Administrative Manual.

ARTICLE 33
POSITION DESCRIPTIONS AND CLASS SPECIFICATIONS

Section A. Position Descriptions.

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

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

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

In any dispute between the Employer and an employee regarding the employee's appropriate classification, and upon individual employee request, the Employer will provide an employee with a copy of the Civil Service Class Specification for the classification and the level to which the employee's position is allocated at the time of such individual request. Resolution to any continuing dispute shall be subject exclusively to the procedures provided in the Civil Service Rules and Regulations.

Section B. Class Specifications.

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

In the event a new degree or advanced educational requirement is added as a required classification specification, the employing Department shall

recommend that all employees in the classification shall be grandparented into the classification without prejudice.

Employees who voluntarily transfer out of the affected classification or approved class cluster, if the affected class is in such an approved cluster, shall not be eligible for re-employment in the class unless they return as a result of bumping action. Employees who leave through layoff, bumping, or reassignment shall have return rights to the grandparented classification.

Section C. Journeyman Certification.

The Employer agrees to accept, and to place in the individual employee's Agency personnel file, a certification(s) from the U.S. Department of Labor, Bureau of Apprenticeship and Training, or any other certifications that the individual employee has satisfactorily completed all the requirements of such federal agency for an apprenticeship training course or program.

Section D. Special Pay Application.

Upon appointment to a different classification series where the employee does not meet the experienced 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.

ARTICLE 34
PERMANENT-INTERMITTENT EMPLOYEES

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

2. Permanent-Intermittent employees are entitled to all benefits in accordance with Appendix F. Seniority is accrued in accordance with Article 11, based on hours worked.

3. Permanent-Intermittent 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.

Permanent-Intermittent employees who have returned from an approved leave of absence during the preceding six (6) pay periods shall have their holiday pay based on the number of pay periods in actual pay status.

4. The scheduling, hours of work, furloughing, return from furlough, layoff and recall of Permanent-Intermittent employees shall continue in accordance with current Departmental practices until negotiated otherwise in secondary negotiations. Any and all other issues arising out of the employment of Permanent-Intermittent employees shall be discussed in Labor/Management meetings.

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

6. The Employer agrees to provide a minimum call-in guarantee three (3) hours for Permanent-Intermittent employees who, are scheduled to work or called in to work in accordance with Departmental practice and who after arriving at the work site, are advised that they are not needed, or work less than three (3) hours. The minimum call-in guarantee above three (3) hours shall be a subject of secondary negotiations.

7. Permanent-Intermittent employees who work an assigned shift and who, after returning home, are called back to work, will be paid a minimum of three (3) hours at the regular rate of pay.

8. Where the Employer has four (4) hours of work that could be performed by one (1) Permanent-Intermittent employee, the Employer will assign such shift to but one (1) employee unless operating or contractual requirements necessitate otherwise.

9. The scheduling of temporary non-career employees shall be a proper subject for secondary negotiations.

ARTICLE 35
MISCELLANEOUS BENEFITS

Section A. Clothing.

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

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

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

The Employer agrees that those furnished uniforms which require dry cleaning will be cleaned at the Employer's expense in accordance with current practices or as agreed in secondary negotiations.

Section B. Tools and Equipment.

The Employer agrees that when tools and equipment are furnished by the Employer, such tools and equipment shall be in safe operating condition and shall be similarly maintained. When the Employer introduces new tools or equipment, employees shall be provided with adequate training, if necessary, in order to properly operate such tools and equipment. Employees are responsible for reporting to the Employer any unsafe condition or practice and for properly caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use. Tools and equipment which the Employer requires the employee to use shall be made available to the employee within budgetary limitations and in accordance with current practice, or as provided in secondary agreements. In the event such equipment is not made available, its use shall not be required.

Section C. Theft, Loss or Damage to Personal Items.

In accordance with the provisions of Michigan Department of Management and Budget Administrative Manual, #9-2-02, dated February 15, 1987, the Employer or Insurance Carrier will reimburse the employee or pay the cost of

repairing or replacing possessions owned by the employee, such as personal cash, eyeglasses, wrist watches, wearing apparel, motor vehicles, etc., stolen, lost or damaged in the line of duty, for claims under $1,000.00 set forth below, which are brought before the State Administrative Board, pursuant to MCL 600.6419(1); MSA 27A.6419, or before State Departments authorized by the Board to exercise its authority with respect to certain claims by State employees pursuant to MCL 600.6420; MSA 27A.6420. Criteria for such reimbursement shall include, in accordance with the DMB Administrative Manual, #9-2-02, the following:

1. The loss or damage occurred while the claimant was engaged in the performance of his/her duties as a State employee.

2. The loss or damage occurred in the course and by virtue of the claimant's employment.

3. The claimant was without fault and could not have avoided the loss or damage by exercising reasonable care.

4. The personal effects lost or damaged were reasonable for the claimant to have on his/her person or to be wearing in the course of his/her employment at the time of the loss or damage.

5. The claimant must not have been reimbursed for the loss or damage nor have a remedy for reimbursement from any other source, including his/her or another's insurance policy other than the State of Michigan Vision Insurance Policy.

6. The claim must be based on the present value of the property and not the replacement cost.

7. The item was lost or damaged while properly contained or operated on State property or under the jurisdiction of the State of Michigan.

8. For claims regarding damages to the State employee's personal motor vehicle, said damage occurred by reason of negligence or an action attributable to the State of Michigan or a defect or condition on, in or near the location of the damage and the vehicle damage claim shall be limited to the lesser of two repair estimates.

9. For claims regarding lost or stolen money of $100.00 or less or stolen or damaged clothing, a policy investigation was conducted and a copy of the police report is attached.

10. Such other criteria as provided in the Administrative Manual. Claims shall be processed by either the State Administrative Board or the State

Departments in accordance with the Michigan Department of Management and Budget Administrative Manual, #9-2-02.

The parties' intent is to incorporate the provisions of the DMB Administrative Manual, #9-2-02, and not to alter in any way the provisions therein.

Section D. Storage Space.

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

Section E. Parking.

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

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

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

The State will provide employee handicapped parking at State-owned and/or operated parking facilities in accordance with Part 4 of the Building Code - Barrier Free Design Rules. Such parking shall be provided at the standard cost assessed to other employees, if any. In addition, the Employer agrees to meet with the Union, upon request, to discuss alternate methods of providing additional parking for certified permanent employees with disabilities when legitimate demands surpass available space.

Section F. Lounge and/or Eating Areas.

Where current practice so provides and where operational needs permit, the Employer will continue to provide adequate employee lounge and/or eating areas in non-public locations separated from employees' normal areas of work. Such lounge and/or eating areas shall include Employer provided tables and

chairs and, where feasible, and within budgetary and operational limitations, electrical outlets. When leasing new office space and/or renewing existing leases, the feasibility of providing lounge or eating areas will be a consideration. The issue of providing employees with such lounge and/or eating areas where current practice does not so provide will, upon request, be a subject of secondary level negotiations, provided that no obligation shall exist for the Employer to negotiate such issue for work sites where space is not available. The Employer reserves the right to change lounge and/or eating areas due to operational requirements. The proposed removal or relocation of lounge and/or eating areas due to operational requirements shall be an appropriate subject for Labor/Management meetings provided for in Article 19 of this Agreement.

Section G. Tuition Reimbursement.

Only to the extent that funds have been 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 of the amount of money allocated by the Department for such purpose and of any changes in such allocation. When a department offers tuition reimbursement to employee(s), where eligible, employees covered by this Agreement shall have equal access to available funds on a first come, first served basis, unless the funds for tuition reimbursement are designated for a specific purpose. In that event, the Union shall be so notified, and upon Union request, the Employer shall discuss the purpose with the Union.

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

Tuition reimbursement shall not be made unless the course pertains to career opportunities related to the employee's current Department. No employee shall receive reimbursement for more than two courses in any one semester or term.

Tuition reimbursement shall not be denied to permanent employees solely on the basis of employment type.

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

The question of administrative leave for obtaining Continuing Education Units shall be a proper subject for secondary negotiations.

Section H. Legal Services.

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

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

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

Section I. Professional Fees and Subscriptions.

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

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

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

Section J. Leave of Absence With Pay.

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

Section K. Jury Duty.

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

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

In the event jury duty is held on an employee's work day at other than the employee's scheduled work time, for purposes of pay only, the employee shall be permitted an equivalent amount of time off from scheduled work on his/her upcoming shift or by mutual agreement on another day in the pay period. Alternately, upon mutual agreement, an employee on the afternoon or night shift who elects to receive administrative leave in accordance with this Section shall have his/her shift changed to days during jury duty.

To receive administrative leave for jury duty an employee must:

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

2. Notify the supervisor of the jury duty schedule on a daily basis at or before the beginning of the employee's scheduled work day in accordance with departmental procedures regarding reporting of absences.

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

4. Submit the jury duty paycheck stub as soon as it is received. The Employer will make a negative payroll adjustment in the amount equal to the jury duty pay received in accordance with departmental procedures.

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

An employee requested or subpoenaed to appear before a court as a witness for the People is entitled to administrative leave (time off with full pay) provided that the employee certifies in writing the period of time of such appearance and for which such administrative leave is requested. In the event the court appearance is held on an employee's work day at other than the employee's scheduled work time, for purposes of pay only, the employee shall be permitted an equivalent amount of time off from scheduled work on his/her upcoming shift or by mutual agreement on another day in the pay period. Employees must reimburse the Department for any witness fees received, up to the amount of their salary, and for any travel expenses allowed by the court. Employees will be reimbursed for any travel expenses in accordance with State Standardized Travel Regulations.

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

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

Section L. Meals Without Charge.

1. Except as described in Subsection 2., all employees currently provided a meal without charge shall continue to receive such benefit.

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

a. Employed and assigned within the security perimeter of a correctional facility where food service facilities are available; and

b. Required to remain at the correctional facility for the full eight (8) hour shift, and not be relieved of custody responsibilities during the period provided for
consuming the meal; and

c. Entitled to receive full pay for the period during which the meal is to be consumed.

ARTICLE 36
COMPENSATION POLICY UNDER CONDITIONS OF GENERAL EMERGENCY

Section A. General Emergency.

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

Section B. Administrative Determination.

When conditions in an affected area or a specific location warrant, State facilities may be ordered closed or, if closure is not possible because of the necessity to continue services, a facility may be declared inaccessible. The decision to close a State facility or to declare it inaccessible shall be at the full discretion of the Governor or his/her designated representative. When a decision has been made to close or declare a building inaccessible, the Employer will promptly take steps to have the information communicated to affected employees.

Section C. Compensation in Situation of Closure.

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

Section D. Compensation in Situation of Inaccessibility.

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

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

employees shall be granted paid time off equal to the number of hours worked during the period of declared inaccessibility.

Section E. Additional Timekeeping Procedures.

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

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

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

ARTICLE 37
MOVING EXPENSES

Section A. Persons Covered.

All authorized full-time employees currently employed by the State of Michigan being relocated for the benefit of the State, who actually move their residence as a direct result of the relocation, and who agree to continue employment in the new location for a minimum of one (1) year are entitled to all benefits provided by this Article. New employees not presently working for the State of Michigan shall not be entitled to benefits provided in this Article.

Section B. By Commercial Mover.

The State will pay the transportation charges for normal household goods up to a maximum of 14,000 pounds for each move. Charges for weight in excess of 14,000 pounds must be paid directly to the mover by the employee.

1. ***Household Goods***: Includes all furniture, personal effects and property used in a dwelling, and normal equipment and supplies used to maintain the dwelling except automobiles, boats, camping vehicles, firewood, fence posts, tool sheds, motorcycles, snowmobiles, explosives, or property liable to impregnate or otherwise damage the mover's equipment, perishable foodstuffs subject to spoilage, building materials, fuel or other similar non-household good items.

2. ***Packing*****:** The State will pay up to $800 for packing and/or unpacking breakables. The employee must make arrangements and pay the mover for any additional packing required.

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

In addition to the above packing allowances:

The State will pay the following accessorial charges which are required to facilitate the move:

a. Appliance Service;

b. Piano or organ handling charges;

c. Flight, elevator or distance carry charges;

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

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

Section C. Mobile Homes.

The State will pay the reasonable actual cost for moving a mobile home if it is the employee's domicile, plus a maximum $750 allowance for blocking, unblocking, securing contents or expando units, installing or removal of tires (on wheels) on or off the trailer, removal or replacement of skirting and utility connections will be paid by the State when accompanied by receipts. "Actual Moving Cost" includes only the transportation cost, escort service when required by a governmental unit, special lighting permits, tolls or surcharges. "Actual Moving Cost" does not include the moving of oil tanks, out buildings, swing sets, etc., that cannot be dismantled and secured inside the mobile home.

Mobile home liability is limited to damage to the unit caused by negligence of the carrier, and to contents up to a value of $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.

Section D. Storage of Household Goods.

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

Section E. Temporary Travel Expense.

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

Section F. To Secure Housing.

A continuing employee and one (1) additional family member will be allowed up to three (3) round trips to a new official work station for the purpose of

securing housing. Travel, lodging, and food costs will be reimbursed up to a maximum of nine (9) days in accordance with the Standardized Travel Regulations.

ARTICLE 38
SECONDARY NEGOTIATIONS

The parties acknowledge and agree that no secondary negotiations may take place except as specifically authorized by an Article of this Agreement, or by mutual agreement of the Office of the State Employer and the Union. The parties agree to extend the terms of secondary agreements and Letters of Understanding relative to the administration thereof in effect on December 31, 2001 applicable to employees in these units until such time as new secondary agreements have been negotiated and ratified. An extension of a secondary agreement requires the approval of the Civil Service Commission. It is understood and agreed that no provision of a secondary agreement may take precedence over any provision of this (primary) Agreement. Thus, if a conflict arises between a provision of this Agreement and a provision of a secondary agreement the provisions of this primary Agreement rather than the secondary shall prevail.

The parties shall meet to negotiate secondary agreements no later than thirty (30) days after Civil Service Commission approval of this primary Agreement. These negotiations shall continue, with regular meetings as mutually agreed, for no longer than sixty (60) calendar days and may include mediation as agreed to by the parties or required by the Civil Service Rules and Regulations. Should the parties fail to agree on items properly referred to secondary negotiations, the outstanding items shall be submitted to the Civil Service Impasse Panel.

Prior to the actual signing of a complete tentative secondary agreement(s) by the Department and the Union, the Office of State Employer shall have two (2) days to review and approve or disapprove the tentative agreement. Thereafter, any signing of tentative agreements shall not require further review or approval of the Office of State Employer.

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

ARTICLE 39
PAID ANNUAL LEAVE

Section A. Initial Leave.

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

Section 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 bi-weekly work period shall not be counted. A permanent employee shall be entitled to annual leave with pay for each eighty (80) hours of paid service or to a pro-rated amount if paid service is less than eighty (80) hours in the pay period as follows:

ANNUAL LEAVE TABLE

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

Section C. Additional Allowance.

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

ADDITIONAL ALLOWANCE TABLE

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

etc.

Solely for the purpose of additional annual leave and longevity compensation, an employee shall be allowed State service credit for: employment in any non-elective excepted or exempted position in a principal Department, the Legislature, or the Supreme Court which immediately preceded entry into the State Classified Service, or for which a leave of absence was not granted; up to five years of honorable service in the armed forces of the United States subsequent to January 1, 1938, for which a Military Leave of Absence would have been granted had the veteran been a State Classified employee at the time of entrance into 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 requalifying for additional annual leave or longevity compensation if the employee previously qualified for and received these benefits.

Section D. Crediting.

Annual leave shall be credited at the end of the bi-weekly work period. Annual leave shall be available for use only in bi-weekly work periods subsequent to the bi-weekly work period in which it is earned. When paid service does not total eighty (80) hours in a bi-weekly work period, the employee shall be credited with a pro-rated amount of annual 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 allowable cap, 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 8, shall be permitted annual leave accumulation in excess of the allowable cap. Any excess thereby created shall be liquidated within one (1) year from the date of reinstatement by means of paid time off work or forfeited. If the employee separates from employment for any reason during that one (1) year grace period, no more than the allowable cap of unused annual leave shall be paid off.

Section E. Transfer and Payoff.

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

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

Section F. Annual Leave Cap.

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

ANNUAL LEAVE ACCUMULATION SCHEDULE

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

Section G. Utilization.

Except as provided herein, 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. In those emergency circumstances when prior approval cannot be reasonably obtained the employee may request subsequent approval of annual leave. Such requests, when explained, shall not be unreasonably denied. In the event the request is denied, upon employee request, the reason for denial shall be reduced to writing.

An employee may request to use accrued annual or personal leave to substitute for all or part of any unpaid leave where the leave is for a qualifying purpose under the Federal Family and Medical Leave Act (FMLA) as provided in Article 16, Medical Leave, and Article 50, Parental Leave and Family Care Leave. Annual or personal leave may be substituted for an unpaid parental leave, medical leave for the employee's own serious health condition, or family care leave when such leave is to care for the employee's parent, spouse, or child's serious health condition. The amount of paid leave to be counted against the employee's FMLA leave entitlement will not exceed twelve (12) work weeks during a twelve (12) month period. The twelve (12) month period is as defined in the FMLA Letter of Understanding accompanying this Agreement.

In accordance with the FMLA, annual leave used by an employee will be credited against an employee's FMLA leave entitlement when the annual leave is for a serious health condition and

1. The employee requests annual leave to substitute for an unpaid intermittent or reduced work schedule; or

2. Where the employee requests the use of annual leave for a qualifying purpose under the FMLA and the absence from work is intended to be for five (5) work days or more.

Where an employee requests the use of annual leave or personal leave and it is determined based on information provided by the employee or the employees' spokesperson in accordance with the Act that the reason for the paid leave is for a qualifying purpose under the FMLA, the Employer may designate the leave as such and it will be counted against the employee's twelve work week leave entitlement under the FMLA. When the Employer requires that annual or personal leave be counted as FMLA leave; this designation will be made at the time the Employer determines that the leave qualifies as FMLA leave in accordance with the Act. The Employer will notify the employee that the paid leave is designated and will be counted as FMLA leave. In no event will the Employer designate leave as FMLA leave after the leave has ended, except as provided in the Act.

Section H. Scheduling.

Consistent with the operational needs of the Employer, annual leave may be granted at such times during the year as requested by the employee. Annual leave will only be authorized up to the maximum amount of annual leave credits in an employee's account prior to the initial date of the annual leave. Employees may not take annual leave without the Employer's prior approval. Barring an annual leave request for a special or an unusual travel plan, annual leave may be limited to two (2) calendar weeks in order to accommodate as many annual leave requests for the same period or season or to comply with the operational needs of the Employer. Any holiday recognized in this Agreement which occurs during a requested annual leave period will not be charged as annual leave time. Formal systems of scheduling vacations and the duration of such vacations will, upon request, be negotiated at the secondary level.

The Employer agrees to expedite the grievance procedure for the handling of the grievances for denial of annual leave per the following procedure:

Step 1. The grievance is given to the immediate supervisor with a request to expedite.

If not expedited to the satisfaction of the employee/Union:

Step 2. The Union may verbally contact the Step 2 official, explain the situation and request an expedited answer.

If not expedited to the satisfaction of the employee/Union:

Step 3. The Union may verbally contact the Step 3 official, and request an expeditious answer.

At each step, every effort will be made to answer grievances through and including Step 3 before the requested annual leave is to be taken or before the employee must confirm travel or other similar arrangements.

The above process assumes an obligation on the part of the employee to make requests as soon as possible in the expediting process.

Section I. Conversion to Sick Leave.

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

Employees who return home from or significantly interrupt annual leave because of death, injury or illness of a person other than the employee, for which sick leave could normally be used, may convert such time to sick leave, provided that such illness or injury requires (1) hospitalization and/or (2) emergency surgery/treatment and convalescence requiring the presence of the employee. Employees on annual leave at home shall have the same privilege. In accordance with Section G of this Article, where annual leave is converted to sick leave and the use of the sick leave is for a qualifying purpose under the FMLA, such sick leave, if for five (5) work days or more, may be counted against the employee's FMLA leave entitlement of twelve (12) work weeks during a twelve (12) month period.

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

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

Section J. Annual Leave Buy Back.

A laid off employee who has been rehired from layoff to a permanent position in a different Department/Agency may elect to buy back up to eighty (80)

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

Section K. Annual Leave Freeze.

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

An employee may elect to freeze annual leave up to the accrued balance during a leave of absence by providing written notice of such intent to the Employer at the commencement of the leave of absence. Payment for annual leave due an employee who fails to return from a leave of absence shall be at the employee's last rate of pay prior to the leave.

Section L. Annual Leave Bank Donations.

1. Right to Receive Annual Leave Donations.

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

A. The receiving employee has successfully completed his/her initial probationary period and faces financial hardship due to serious injury or the prolonged illness of the employee or his/her immediate family as defined in Article 40.

B. The receiving employee has exhausted all leave credits.

C. The receiving employee's absence has been approved.

D. An employee may receive direct transfer of annual leave from employees within their employing Department. The right to donate hours and receive hours through direct transfer is not limited to employees in these Bargaining Units where reciprocal agreements exist with other exclusive representatives or provided for in the Civil Service Rules and Procedures for Non-Exclusively Represented Employees.

E. An employee in these Bargaining Units may receive a maximum of thirty (30) work days from the leave bank provided in Section 2 below. The thirty (30) work day maximum will be reduced by any hours received through direct transfer.

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

2. The Right to Donate Annual Leave Hours.

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

B. Employee donations are irrevocable.

C. The Office of the State Employer and UAW shall each designate one (1) representative to review requests and determine eligibility to receive UAW leave bank hours.

D. Donations to the leave bank may be made at any time. A direct transfer of annual leave may occur at any time. Employee base hours shall be converted to their monetary equivalent and deposited in a central Employer account for direct transfers to employees and to the leave bank.

ARTICLE 40
PAID SICK LEAVE

Section A. Allowance.

Every permanent employee covered by this Agreement shall be credited with four (4) hours of paid sick leave for each completed eighty (80) hours of service or to a pro-rated amount if paid service is less than eighty (80) hours in the pay period. Paid service in excess of eighty (80) hours in a bi-weekly work period shall not be counted.

Sick leave shall be credited at the end of the bi-weekly work period. Sick leave shall be considered as available for use only in pay periods subsequent to the bi-weekly work period in which it is earned. When service credits (hours in pay status) do not total eighty (80) hours in a bi-weekly period, the employee shall be credited with a pro-rated amount of sick leave for that work period 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 or annual leave credits, payroll deduction (lost time) for the time lost shall be made for the work period in which the absence occurred. The employee may elect not to use annual leave to cover such absence.

Section B. Utilization.

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

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

Sick leave may be utilized by an employee for appointments with a doctor, dentist, or other recognized practitioner to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.

An employee may request or the Employer may require an employee to use accrued sick leave to substitute for all or part of an unpaid medical leave or family care in accordance with this Agreement when the leave is for a qualifying purpose under the Federal Family and Medical Leave Act (FMLA) as provided in Article 16, Medical Leave, and Article 50, Family Care Leave. The amount of paid leave to be counted against the employee's FMLA leave entitlement will not exceed twelve (12) work weeks during a twelve (12) month period. The twelve (12) month period is as defined in the FMLA Letter of Understanding accompanying this Agreement.

In accordance with the FMLA, sick leave used by an employee will be credited against an employee's FMLA leave entitlement when the sick leave is used for a serious health condition and

1. The employee requests sick leave to substitute for an unpaid intermittent or reduced work schedule; or

2. Where the employee requests the use of sick leave for a qualifying purpose under the FMLA and the absence from work is intended to be for five (5) work days or more.

Where an employee requests the use of sick leave and it is determined based on information provided by the employee or the employees' spokesperson in accordance with the Act that the reason for the paid leave is for a qualifying purpose under the FMLA, the Employer may designate the leave as such and it will be counted against the employee's twelve (12) work week leave entitlement under the FMLA. When the Employer requires that paid leave be substituted for unpaid leave, or that sick leave be counted as FMLA leave, this designation will be made at the time the Employer determines that the leave qualifies as FMLA leave in accordance with the Act. The Employer will notify the employee that the paid leave is designated and will be counted as FMLA leave. In no event will the Employer designate leave as FMLA leave after the leave has ended, except as provided in the Act.

Section C. Disability Payment.

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

Section D. Accumulation and Payoff.

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

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

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

Upon separation from the State Classified Service for any reason other than retirement or death, the employee shall be paid for a percentage of unused accumulated sick leave in accordance with the following table of values. Payment shall be made at the employee's final regular rate of pay by the Department/Agency from which the employee separates:

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

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

Section E. Proof.

All sick leave used shall be certified by the employee. When the Employer has reasonable grounds for doing so, the Employer may require the employee to provide acceptable verification. Such verification will not be requested after the employee has returned to work, unless the employee has previously been advised that verification will be necessary. Falsification of such verification may be cause for disciplinary action up to and including dismissal. The Employer may require that an employee present medical certification of physical or mental fitness to continue working. See letter of understanding.

Section 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 Article and who returns to service shall not be credited with any previously earned sick leave.

Section G. Transfer.

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

Section H. Sick Leave for Health Screening.

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

Section I. Bereavement Leave.

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

ARTICLE 41
SALARY SCHEDULE AND RELATED MATTERS

Section A. Computation of Salaries.

It is mutually agreed that the compensation schedule in effect October 1, 2001, will be the compensation schedule used in determining rates of pay for Bargaining Unit employees covered by this Agreement.

Section B. Pay Periods.

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

At the employee's option, school year seasonal employees, in the Department of Education, may have their yearly pay pro-rated over twenty-six (26) pay periods.

Section C. Pay Days.

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

Imprest cash vouchers will be used whenever feasible to correct serious errors. When imprest cash vouchers are used, they shall be issued for an amount no less than ninety percent (90%) of the expected net pay for regular hours worked. The Employer, upon determination that an overpayment has been made, will immediately in writing notify the employee. Employees are obligated immediately to notify the Employer, in writing, of any under or overpayment. The employee shall be required to repay any and all overpayments received resulting from misrepresentation by the employee. Overpayment liability will be limited to twenty-six (26) pay periods immediately prior to the date the employee is notified of the overpayment in those instances where overpayment resulted from a clerical error, violation or misinterpretation of Civil Service Rules and Regulations by the Employer or Civil Service and the employee performed in good faith the duties and responsibilities. In the case of Employer overpayments not immediately noticed by either the employee or Employer that would create hardship on the employee if immediate full reimbursement were required, a reasonable payment schedule shall be arranged.

Section D. Authorized Payroll Deductions.

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

Dental Insurance
Life Insurance
Union Dues/Fees
Deferred Compensation
U.S. Bonds
Credit Union
Medical Hospitalization Insurance
Income Protection Insurance
Mandatory Child Support deductions when ordered by a court
Vision Care Insurance
Michigan Education Trust (MET) Program
Retirement Service Credit (if administratively possible)

It is understood and agreed that additional authorized deductions may be made by the Employer and shown on the check stub as payroll deductions. All authorized deductions are subject to sufficient earnings. Nothing provided herein shall prohibit the Employer from making deductions in accordance with court orders of a court of competent jurisdiction or other legal orders served on the Employer.

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

ARTICLE 42
HOUSING ALLOWANCE FOR CHAPLAINS

The Employer and the Union agree to the designation of a portion of the salary paid to ordained clergy, not to exceed thirty-five percent (35%) of wages, be designated as a housing allowance.

ARTICLE 43
COMPENSATION

Section A. Wages.

1. 2002-2003

On October 1, 2002, the base hourly rate in effect at 11:59 p.m. on September 30, 2002, for each step in the Bargaining Units (Human Services and Administrative Support) shall be increased two percent (2%).

2. 2003-2004

On October 1, 2003, the base hourly rate in effect at 11:59 p.m. on September 30, 2003, for each step in the Bargaining Units (Human Services and Administrative Support) shall be increased three percent (3%)

3. 2004-2005

On October 1, 2004, the base hourly rate in effect at 11:59 p.m. on September 30, 2004, for each step in the Bargaining Units (Human Services and Administrative Support) shall be increased four percent (4%).

Section B. Heights and Tunnels Premium.

1. Criteria. Employees who are required to work on high structures in excess of forty (40) feet, requiring the use of scaffolding or safety harnesses, will receive an additional $1.00 per hour for each hour worked, with a minimum of four (4) hours hazard pay per day.

Employees who are required to work in pressurized tunnels (new construction or reconstruction) shall receive an additional $1.00 per hour for each hour worked, with a minimum of four (4) hours hazard pay per day.

2. Limitations. Hazard pay shall be in addition to and not part of the base rate.

Work performed from safety buckets (aerial equipment) is not considered high structure work.

Work in caissons is not considered tunnel work.

Section C. 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. Coverage

under such plans is effective the first day of the bi-weekly pay period after enrollment.

1. The State Health Plan.

a. The Employer shall maintain the existing group basic and major medical health insurance coverages except as amended herein. Except as provided in the Letter of Understanding titled "Group Insurance Premiums for Less Than Full Time Employees", the Employer shall continue to pay 95% of the premium. Effective January 1, 2003, the existing basic and major medical plan (State Health Plan Advantage) shall be replaced with the PPO plan which shall be known as the "State Health Plan". State Health Plan in and out-of-network benefits and applicable deductibles and co-payments are outlined in Appendix G.

b. In order to provide quality health care in the most cost effective manner, the parties agree that all alternatives should be carefully explored. In order to monitor the State Health Plan as well as to develop alternatives, the parties will continue the joint Employer-UAW -Health Care Committee. This Committee shall:

(1) Receive utilization data from all carriers to review administration and delivery of the program.

(2) Explore programs and mechanisms to achieve the most cost effective delivery of quality care.

(3) Review the continuation of any HMO and the offering of any new HMO to UAW Bargaining Unit members. The continued offering and new offering of any HMO shall be subject to the approval of the UAW. Such review and approval shall be communicated to the Office of the State Employer by the UAW no later than August 1 for the subsequent fiscal year. Data necessary to perform the review shall be submitted to UAW no later than March 1 for any new HMO being considered and as early as available but no later than June 1, for any HMO currently offered. HMOs shall continue to be offered as dual choice options to the State Health Plan coverages. The benefits which must be offered by HMOs which are approved for Bargaining Unit members are set forth in Appendix H. Any HMO which currently provides benefits superior to those set forth in Appendix H shall not reduce or diminish such benefits. No HMO offered to Bargaining Unit members may reduce benefits. Benefits not included in HMOs, but added in other health care options, shall automatically be incorporated into the HMO benefits on the same effective date. Any other alteration of HMO benefits shall be by mutual agreement of the Employer and the Union. The parties agree to meet annually to discuss HMO costs and make recommendations for changes in order to keep HMOs affordable.

(4) Review PPOs including one for durable medical equipment which may be made available as a voluntary alternative plan by the Employer subject to the approval of the UAW. To be considered, a PPO must demonstrate that it meets high standards of quality, accessibility and fiscal soundness.

The scope and level of benefits must be superior to the State Health Plan health care coverage.

(5) Review any other means by which health care can be provided in a cost effective manner.

(6) The parties agree to continue the following PPOs:

(a) An alternative prescription drug program;

(b) A Dental Maintenance Organization.

(7) Review alternatives for addressing health care coverage alternatives for sponsored dependents and other persons for whose financial and physical care the employee is principally responsible.

(8) Additionally, during the course of the Agreement, the Joint Health Care Committee will meet at least quarterly to:

(a) Explore additional changes to the health plan systems in order to reduce costs and improve quality. Among the issues that may be considered are centers for excellence, programs for cardiac rehabilitation and infusion therapy, and others.

(b) Consider proposals for an optional voluntary vision program that enhances benefits at reduced cost.

(c) Address problems associated with Psychiatric/Substance Abuse services; and other problems related to the current programs.

(9) Discuss coverage for routine services associated with clinical trials.

(10) Discuss consistent Department rules for granting administrative leave for attendance at state sponsored retirement and financial planning seminars.

(11) Review of the Summary Plan Description/Administrative Manual for the new State Health Plan.

(12) Review the MH/SA benefit in terms of quality, cost and access.

c. The Plan shall include the following:

(1) Pre-Certification of Hospital Admission and Length of Stay. The pre-certification for admission and length of stay component requires that the attending physician submit to the third party administrator the diagnosis, plan of treatment, and expected duration of admission. If the admission is not an emergency, the submission must be made by the attending physician and the review and approval granted by the third party administrator prior to admitting the covered individual into the acute care facility. If the admission occurs as an emergency, the attending physician is required to notify the administrator by telephone with the same information on the next regular working day after the admission occurs. If the admission is for a maternity delivery, advance approval for admission will not be required; however, the admitting physician must notify the third party administrator before the expected admission date to obtain the length-of-stay approval.

(2) Second Surgical Opinion.

Effective January 1, 2003 an individual covered under the State Health Plan will be entitled to a second surgical opinion. If that opinion conflicts with the first opinion the individual will be entitled to a voluntary third surgical opinion. Second and third surgical opinions shall be subject to a $10 in-network office call fee or covered at 90% after the deductible if obtained out-of-network.

(3) Home Health Care.

A program of home health care and home care services to reduce the length of hospital stay and admissions shall also be available at the employee's option. This component shall require that the attending physician contact the third party administrator to authorize home health care service.

The attending physician must certify that the proper treatment of the disease or injury would require the services and supplies provided as part of the home health care plan. If appropriate, certification will be granted for an estimated number of visits within a specified period of time. The types of services that shall be covered under this component will include part-time or intermittent nursing care by a Registered Nurse (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.

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) Hospice and Birthing Centers - Alternative Delivery Sites.

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

(5) Hearing Care Program.

The hearing care program shall be continued under the State Health Plan. Such program will include audiometric exams, hearing aid evaluation tests, hearing aids and fitting 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 by the joint committee upon advice by the State Health Plan's Medical Policy Team and Audiology professionals. When medically appropriate, binaural hearing aids are a covered benefit.

(6) Generic Drugs.

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

(7) Mail Order Prescription Drugs.

The Employer shall continue the current mail order prescription drug option for maintenance drugs. At the employee's option, an employee may elect to purchase maintenance prescription drugs through the mail order option. Effective January 1, 2003, the employee co-pay for drugs purchased under this option shall be $7.00 for generic drugs and $12.00 for brand name drugs. Effective January 1, 2004, the co-pay for brand name drugs will be $15.00.

(8) Wellness and Preventive Coverage.

Effective January 1, 2003, Wellness and Preventive Coverage in accordance with the State Health Plan as outlined in Appendix G will be

subject to a calendar year maximum plan payment of $500 per individual for in-network services and effective January 1, 2004 increase to $750 per individual for in-network services. There shall be no coverage for preventive services received out of network.

The Employer agrees to maintain the current Health Risk Appraisal program, in cooperation with the Office of the State Employer for Bargaining Unit members who wish to participate. Such program shall consist of a Health Assessment Questionnaire to be completed by the participant, a mechanism for obtaining and recording current clinical data on vital health status measures (e.g., blood pressure, cholesterol levels, height/weight) for each participant, and feedback reports consisting of individual group profiles. The program shall safeguard participant data from unauthorized release to the Employer, the Union, or third parties.

(9) Storage cost for blood that is self-donated by an employee or covered dependent in preparation for scheduled surgery is covered by the State Health Plan subject to the individual deductible.

(10) Employees and covered dependents enrolled in the Health Plan will be eligible for a lifetime maximum reimbursement of $300 for non-medical, weight reduction if they meet the following conditions:

(a) The employee or covered dependent is obese as defined by being more than 100 pounds overweight or more than 50% over ideal weight and weight loss clinic attendance is prescribed by a licensed physician, or

(b) 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.

The $300 amount will not apply to the major medical deductible.

(11) Medically necessary orthopedic inserts prescribed by a licensed physician are a covered benefit under the State Health Plan. This benefit is included under the Durable Medical Equipment benefit in Appendix G.

(12) Employees shall continue to be eligible, on a one-time only basis, for reimbursement of the cost of transdermal patches less two dollars ($2.00) employee co-pay and accompanying smoking cessation counseling not otherwise available as a covered benefit. Such reimbursement shall be made by the Departmental Employer.

(13) The Cafeteria Benefits Plan outlined in the attached Letter of Understanding will be continued.

(14) Benefits for in-patient and out-patient mental health care and substance abuse services shall be as outlined in Appendix G.

The current substance abuse treatment benefit includes the following substance abuse intensive day treatment component:

Intensive day treatment benefits are payable in lieu of the 28-day maximum residential facility treatment.

Two full days of intensive day treatment are equal to one full day of residential treatment (one full day of treatment is defined as more than four hours).

The maximum charge payable for one full day of treatment is $125.00.

The maximum charge payable for four hours or less of treatment is $70.00.

(15) The current Prescription Drug Plan shall be maintained except as amended herein. Effective January 1, 2003, there shall be an employee co-pay of $7.00 for generic drugs and $12.00 for brand name drugs. Effective January 1, 2004, the co-pay for brand name drugs will be $15.00. Participants filling prescriptions for maintenance drugs at the retail level will be provided with information on the Mail Order Program. Zyban and nicotrol nasal spray for smoking cessation shall be included under the prescription drug plan.

(16) Effective January 1, 2003, the individual deductible for in-network services shall be $200 per calendar year and the family deductible shall be $400 per calendar year. Also effective January 1, 2003, the individual deductible for out-of-network services shall be $500 per calendar year and the family deductible shall be $1,000 per calendar year. Deductibles do not apply toward out of pocket maximums.

(17) The reimbursement for in-network and out-of-network covered chiropractic services, durable medical equipment, prosthetic and orthotic appliances, private duty nursing and accupuncture therapy shall be 90% after the deductible is met.

(18) Effective January 1, 2003, the out-of-pocket annual maximum shall be $1,000.00 per person and $2,000 per family for in-network services. For out-of-network services, the out-of-pocket annual maximum shall be $2,000 per person and $4,000 per family.

(19) Dependent and Long Term Nursing Care.

The parties agree to work cooperatively to provide assistance in identifying and referring employees and dependents to appropriate custodial care facilities and to agencies for custodial care at home.

(20) Skilled Nursing Facility Coverage.

The Skilled Nursing Facility Coverage shall be 730 days per confinement.

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

(22) In-and-out-of-network process. In areas of the State of Michigan where in-network access may be an issue, the following procedures will be followed:

Waivers will be available if Blue Cross/Blue Shield determines access to network providers is not within standard distance. The standards for the waiver are as follows:

Where there are not two (2) primary care physicians within 15 miles;

Where there are not two (2) specialists within 20 miles;

Where there is not one (1) hospital within 25 miles.

(23) The Disease Management Program shall be continued under the State Health Plan as a covered benefit.

d. Health Maintenance Organization (HMO).

(1) As an alternative to the State Health Plan, enrollment in HMOs is offered to those employees residing in areas where qualified licensed HMOs are in operation.

(2) Federal statute regulates employee participation in HMOs and Employer contributions toward the cost thereof. In the event that the statute or its implementing regulations are changed, the parties agree to meet to discuss implementing any revised statute/regulation and the impact caused thereby.

(3) Fees and services for health screening to assist in early diagnosis of disease are included in the services provided under the basic health care benefits of HMOs.

e. 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.

2. Group Dental Expense Plan.

a. Except as provided in the Letter of Understanding titled "Group Insurance Premiums for Less Than Full-Time Employees", the Employer shall pay 95% of the applicable premium for employees enrolled in the Group Dental Expense Plan.

b. Benefits payable under the Dental Expense Plan, the yearly maximum, and the separate lifetime orthodontic maximum for covered persons are set forth in c. below

c. Covered Dental Expenses: The Dental Expense Plan will pay for incurred claims for employee and/or enrolled dependents at the applicable percentage of either the actual fee or the usual, customary and reasonable fee, whichever is lower, for the dental benefits covered under the Dental Expense Plan up to a maximum of $1,250 for each covered person in each twelve (12) month period beginning October 1, 2002, and $1,500 beginning October 1, 2003, exclusive of orthodontics for which there is a separate $1,500 lifetime maximum benefit.

The following services will be paid at the **100% benefit level**:

(1) Diagnostic Services:
Oral examinations and consultations twice in a fiscal year.

(2) Preventive Services:
Prophylaxis - teeth cleaning three times in a fiscal year, four times when medically necessary;
Topical application of fluoride for children up to age 19, twice in a fiscal year;
Space maintainers for children up to age 14.

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

(3) Radiographs:
Bite-wing x-rays once in a fiscal year, unless special need is shown;

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

(4) Restorative Services:
Amalgam, silicate, acrylic, porcelain, plastic and composite restorations;
Gold inlay and outlay restorations.

(5) Oral Surgery:
Extractions, including those provided in conjunction with orthodontic services;
Cutting procedures;
Treatment of fractures and dislocations of the jaw.

(6) 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.

(7) 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.

(8) Bonding:
The dental plan covers cosmetic bonding for the eight front teeth of children between the ages of 8 - 19 years of age. Cosmetic bonding is a covered benefit when it is required because of severe tetracycline staining, severe fluorosis, hereditary opalescent dentin, or ameleogenesis imperfecta.

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

(9) Prosthodontic Services:
Repair or rebasing of an existing full or partial denture;
Initial installation of fixed bridgework;
Initial installation of partial or full removable dentures (including adjustments for 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).

(10) Sealants:
The Dental Plan includes coverage for sealants on permanent molars that are free of any restorations or decay. Sealant treatment is payable on a per tooth basis with the Dental Plan paying 50% of the reasonable and customary amount of the sealant and the employee paying the remainder. Dependents up to age 14 are eligible for the sealant application. The benefit is payable for only one application per tooth within a three (3) year period.

Under the Dental at-point-of-service PPO the Dental Plan pays 70% of the reasonable and customary amount.

The following services shall be paid at the **60% benefit level**:

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

d. Dental At-Point-of-Service PPO

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

Benefit	**Current Coverage**	**Enhanced Coverage**
Exams	100%	100%
Preventive	100%	100%
Radiographs	90%	100%
Fillings	90%	100%
Endodontics	90%	100%
Periodontics	90%	100%

Simple Extractions	90%	100%
Complex Extractions	90%	100%
Prosthodontic Repairs	50%	100%
Other Oral Surgery	90%	90%
Adjunctive	90%	90%
Crowns	90%	90%
Fixed Bridgework	50%	70%
Partial Dentures	50%	70%
Full Dentures	50%	70%
Orthodontics	60%	75%
Sealants	50%	70%
Annual Maximum	$1,000*	$1,000*
Lifetime Orthodontics	$1,500	$1,500

* Effective October 1, 2002, the annual maximum is increased to $1250 and increased to $1500 on October 1, 2003.

3. Vision Care Insurance.

a. Except as provided in the Letter of Understanding titled "Group Insurance Premiums for Less Than Full Time Employees", The Employer shall pay 100% of the applicable premium for employees covered by this Agreement for the Group Vision Plan.

b. Benefits payable for participating providers under the Plan 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. Lenses and frames are payable once in any twelve (12) month period when there is a change in prescription. The maximum acquisition cost limit for frames is $25.00.

The standard lens size definition is 71 millimeters in diameter. If a larger lens is selected, the employee must pay for the additional expense attributable to lens size greater than 71 millimeters in diameter.

(3) Contact Lenses not Medically Necessary: The Plan will pay a maximum of $90.00 and the employee shall pay any additional charge of the provider for such lenses. The co-payment provision under (2) is not required.

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

c. Vision Care Plan - Plan payments for non-participating providers:

(1) For Vision Testing Examinations: The Plan will pay 75% of the reasonable and customary charge after it has been reduced by the member's co-payment of $5.00.

(2) For Eyeglass Lenses: The Plan will pay the provider's charges or the amount set forth below, whichever is less.

(3) Regular Lenses:

Single Vision	$13.00/Pair
Bifocal	$20.00/Pair
Trifocal	$24.00/Pair

(4) Contact Lenses:

Medically necessary as defined in Section 3.b.3 above.	$96.00/Pair
Not medically necessary . . .	$40.00/Pair

(5) 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.

(6) Additional Charges for Plastic Lenses:

Lenses	$ 3.00/Pair

Plus benefit provided above for covered lenses.

(7) Additional Charges for Tints Equal to Rose Tints:

. . . . . $ 3.00/Pair

(8) Additional Charges for Prism Lenses:

. . . . . $ 2.00/Pair

When only one lens is required, the Plan will pay one-half (1/2) of the applicable amount per pair shown above.

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

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

e. VDT/CRT operators and employees who operate microfiche readers who, while operating a VDT/CRT or microfiche reader require prescription corrective lenses which are different than those normally used, are eligible for reimbursement for lenses and frames on an annual basis at the rates provided herein. Such reimbursement shall be made by the Departmental Employer. These lenses and frames are in addition to those provided under the Vision Care Insurance. The co-pay requirements for the vision exam and lenses and frames under this paragraph shall also be paid by the Departmental Employer.

4. Long Term Disability Insurance.

a. The Employer shall maintain the long term disability insurance coverage in effect on October 1, 1986.

b. The cost of premiums of such plan shall be shared by the Employer and the employee in accordance with current practice.

c. The parties agree to review the administration of the Long Term Disability Insurance Program. The parties shall meet within thirty (30) days of Civil Service Commission ratification of this Agreement to conduct this review.

d. The Employer shall provide a rider to the existing LTD insurance. All employees who are covered by LTD insurance shall automatically be covered by this rider as well. The rider shall provide insurance which will pay directly to the carrier the full amount (100%) of health insurance (or HMO) premiums for a maximum of six (6) months while such employee is receiving the LTD insurance benefit. The Employer shall pay 100% of the rider premium. An employee whose LTD Rider has expired, may transfer immediately to a State employee spouse's health plan.

e. Part-time and permanent-intermittent (PI) employees who work 40% or more of full-time will be eligible for LTD benefits. Premiums for eligible less than full-time employees shall be determined in accordance with the current LTD premium schedule for full-time employees. The benefit level for employees who actually utilize the LTD benefit shall be based on the employee's average bi-weekly hours worked the preceding fiscal year, but the dollar amount of the benefit shall be calculated on the basis of the employee's current hourly rate (the hourly rate in effect at the time the employee actually goes on disability leave). Eligibility for coverage shall be the first October 1 following completion of twelve (12) months of employment or at subsequent open enrollment periods which may be established from time to time.

f. Part-time and permanent-intermittent employees who do not work 40% of full-time due to being on an approved medical leave of absence or an approved maternity/paternity leave shall have the number of hours they would otherwise have worked counted for purposes of eligibility for enrollment in the LTD program during the following fiscal year.

g. The current monthly benefit level maximum is $5000 for disabilities beginning after September 30, 2002.

h. LTD benefits will not be offset by Social Security Disability benefits payable with respect to non-custodial dependent children of divorced employees.

i. The LTD benefit payment is made on a bi-weekly schedule for the first six (6) months of disability for disabilities beginning after September 30, 1991.

5. Life Insurance.

a. The Employer shall provide a State-sponsored group life insurance plan which has a death benefit equal to 2.0 times annual salary rounded up to the nearest $1,000, with a minimum $10,000 benefit. The Employer shall pay 100% of the premium for this benefit. Less than full-time employees who are eligible for enrollment in the Plan in accordance with Appendix F of the Master Agreement shall have their benefit level determined as if they were working full-time in a full-time position.

b. The age ceiling of 23 years for dependent coverage available under the optional life insurance plan shall not apply to handicapped dependents. Such additional coverage shall be provided at the current premium cost to the employee. A dependent is considered handicapped if he/she is unable to earn his/her own living because of mental retardation or physical handicap, and depends chiefly on the employee for support and maintenance.

c. Dependent Coverage:

(1) Employee pays 100% of premium for optional dependent coverage.

(2) Employee may choose between five (5) levels of dependent coverage:

- **(a)** Level One insures spouse for $1,500 and children from age 15 days to 23 years for $1,000.
- **(b)** Level Two insures spouse for $5,000 and children from age 15 days to 23 years for $2,500.

(c) Level Three insures spouse for $10,000 and children from age 15 days to 23 years for $5,000.

(d) Level Four insures spouse for $25,000 and children from age 15 days to 23 years for $10,000.

(e) Level Five insures children only from age 15 days to 23 years for $10,000.

6. Accidental Death Insurance.

The State shall provide a State-sponsored Accidental Death Insurance Plan which has a benefit of $100,000 in case of an employee's accidental death in line of duty.

7. Continuation of Group Insurances.

a. Upon Layoff.

(1) Employees who are laid off, at the time of layoff, may elect to continue enrollment in the State Health Plan (or alternative plan) and life insurance plan by paying the full amount (100%) of the premium. Such enrollment may continue until the employee is recalled or for a period of three (3) years, whichever occurs first. Such employees may also elect to continue enrollment in the Group Dental (or alternative plan) and/or Group Vision Plans by paying the full amount (100%) of the premium. Such enrollment may continue until the employee is recalled or for a period of eighteen (18) months, whichever occurs first. In accordance with Paragraph (2) of this Section, the Employer shall pay the Employer's share of such premiums for two (2) pay periods for employees selecting these options.

(2) Employees laid off as a result of a reduction in force may elect to pre-pay their share of premiums, if any, for the State Health Plan (or alternative plan), Group Dental Plan (or alternative plan), Group Vision Plan, and life insurance for two (2) additional pay periods after layoff by having such premiums deducted from their last pay check. The Employer shall pay the Employer's share of premiums for the State Health Plan (or alternative plan), Group Dental Plan (or alternative plan), Group Vision Plan, and life insurance for two (2) pay periods for employees selecting this option. Coverage for the State Health Plan (or alternative plan), Group Dental Plan (or alternative plan), Group Vision Plan, and life insurance shall thereafter continue for these two (2) pay periods. Election of this option shall not affect the laid off employee's eligibility for continued coverage as outlined in Paragraph (i) of this Section.

b. Upon Leave.

Employees who are granted a leave of absence may elect to continue enrollment in the State Health Plan (or alternative plan) at the time the leave begins. Except as may be otherwise provided in the Federal Family and Medical Leave Act, for continuation of health plan benefits, such employees shall be eligible for continued enrollment during the leave of absence by paying the full amount (100%) of the premium. Such employees may also elect, at the time the leave begins, to continue enrollment in the life insurance plan for up to twelve (12) months by paying the full amount (100%) of the premium. Such employees may likewise elect to continue enrollment in the Group Dental Plan (or alternative plan) and/or Group Vision Plan for up to eighteen (18) months by paying the full amount (100%) of the premium.

c. Continuation of Life Insurance Coverage in the Event of Total Disability.

Upon presentation of satisfactory evidence of Total Disability to Civil Service, which is defined as receiving benefits from one of the following:

(1) The State's Long Term Disability Plan, (2) Social Security Disability coverage, (3) Workers' Compensation insurance, or (4) the State's Duty or Nonduty Disability Retirement Plan, the employee shall receive life insurance coverage fully paid by the Employer for as long as the employee is totally disabled. All premium payments made by the employee prior to establishing Total Disability shall be reimbursed to the employee. The benefit level is the amount in force on the day the employee becomes totally disabled; however, if the employee is totally disabled on his/her 65th birthday, the employee shall be considered retired and the life insurance coverage shall be the same as if the employee had retired.

8. Group Insurance Enrollment Upon Limited Term Recall.

All employees covered by this Agreement who accept limited term recall into positions in these Bargaining Units are eligible for enrollment in all group insurance plans in which they were enrolled at the time of layoff. Coverages in such plans shall be the same as the coverage at the time of layoff. Eligibility for other benefits shall be in accordance with Appendix F of the Master Agreement. Such employees shall not be considered as temporary (less than 720 hours) employees.

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

10. Employees who present evidence of completion of a smoking cessation program will be reimbursed up to a maximum of $50.00 provided the cost of the program is not a covered benefit under any other insurance program. This is a one-time only reimbursement and any additional costs will be paid by the employee.

Section D. Shift Premium Payment

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

Service	**Skill Levels***
Position Comparison System	1 - 12
Domestic Workers	I - VII
Labor and Trades	I - VII
Public Safety, Security & Regulatory	I - VI
Law Enforcement	I - IV
Legal	1 (only)
Physicians and Psychiatrists	1 (only for Psychatrists)
Clerical Support	I - IX
Engineering and Scientific	I - VII
Human Services:	
- Parole/Probation	V - VII
- Consultants/Psychologists	V - VI
- Education Consultants	V – (only)
- Dentists	None
All Other Classes:	
Non-Degree	I - VIII
Bachelor's Degree	I - VIII
Master's Degree	I - VII
Business/Administrative	I - VII

* It is the intent of the parties that the renumbering of classification levels as a result of the classification redesign project shall not affect eligibility for shift premium payment.

2. Shift premium shall be paid to eligible employees for each shift where fifty percent (50%) or more of their regularly scheduled shift falls between the hours of 4:00 p.m. and 5:00 a.m.

3. Shift premium shall be paid to all eligible employees for overtime hours worked on regularly scheduled afternoon and night shifts.

4. Shift premium shall not be paid for holidays or leave time used.

5. The value of shift premium shall not be included in determining the value of fringe benefits which are based on pay rate; all fringe benefits will be based on the straight time pay rates.

6. Work requiring reassignment of employees from day shifts to afternoon or night shifts shall be paid shift premium as in the case of regularly assigned afternoon and night shifts.

7. Eligibility of an employee taking the place of an absent worker will be determined on the eligibility of the worker being replaced.

Section E. Hazard Pay Premium.

1. ***Eligibility.***

a. An employee is eligible for hazard pay premium (P-Rate) if she/he meets any of the following:

i. Is responsible on a regular and recurring basis for the custody or supervision of residents under the jurisdiction of the Department of Corrections, Correctional Facilities Administration;

ii. Is assigned to a position within the security perimeter of an institution within the Department of Corrections, Correctional Facilities Administration;

iii. Is assigned to a work station within a Department of Corrections, Correctional Facilities Administration institution which involves regular and recurring contact (25% or more of work time) with Department of Corrections residents. Any disputes arising under this paragraph shall be resolved by the International Union and the Office of the State Employer

iv. Works in a "covered position" within the meaning of P.A. 302 of 1977, as may be amended;

v. Is assigned to replace an employee receiving hazard pay within a security perimeter for the period of such replacement, provided s/he replaces the employee for a minimum of a seven hour work day, and any consecutive scheduled work.

vi. Is assigned on a regular and recurring basis (25% or more of work time) for the care or supervision of residents of the Center for Forensic Psychiatry.

b. Positions in departments other than Department of Corrections must supervise residents assigned from Department of Corrections, Correctional Facilities Administration, except as provided in Subsection a, vi.

c. Incidental contact such as passing by a resident porter does not qualify a position for hazard pay.

2. ***Premium Pay Rate.***

a. High Security Premium

Employees with at least two (2) years of continuous service who are eligible for hazard pay premium as set forth above who are assigned to close, maximum and administrative segregation work units within the security perimeter of a Department of Corrections institution which is designated by the Michigan Corrections Commission as having: a close, maximum or administrative segregation overall rating, or a close or medium overall rating which would contain administrative segregation units are entitled to receive $.50 per hour above their regular rates. see letter of understanding

b. Non-High Security Premium

All other employees eligible for hazard pay premium as set forth above are entitled to receive $.40 per hour above their regular rates.

c. Employees eligible for hazard pay premium shall be compensated for all hours in pay status including holidays and leave time used. Hazard pay shall be included in computing overtime.

Section F. Personal Leave Days.

Permanent full-time non-probationary employees who have satisfactorily completed 1,040 of state classified service shall receive two (2) personal leave days (16 hours) to be used in accordance with normal requirements for annual leave usage. Such leave shall be granted to less than full-time, non-probationary permanent employees who have satisfactorily completed 1,040 of state classified service who work at least 40% of full-time in the preceding twelve (12) month period. All other less than full-time, non-probationary permanent employees who have satisfactorily completed 1,040 of state classified service shall be granted such leave on a pro-rata basis in accordance with current practice regarding holidays. Such leave grant shall be extended to employees returning from leave of absence on their return. Such leave time shall be granted to persons entering

the Bargaining Units (for example, recall from layoff) on a pro-rata basis. However, no employee shall be entitled to more than one grant of personal leave in each fiscal year. Personal leave will be credited to the employee's annual leave balances on each October 1.

Section G. Longevity.

The Longevity Plan which became effective for employees in these Bargaining Units on October 1, 2000, shall continue in accordance with the provisions upon which it was negotiated. The Longevity Schedule in Appendix J shall be applicable to these Bargaining Units.

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.

2. Initial payments - employees qualify for their initial payment by completing an aggregate of 10,400 hours of continuous service prior to October 1. The initial payment shall always be a full payment (no 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 to 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. 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 is for all time previously not counted in determining the amount of prior longevity payments, if any.

Section H. Holidays.

1. The following are designated holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Thanksgiving Friday
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

2. Eligibility and compensation for holidays shall continue in accordance with current practice (see Appendix F of Master Agreement).

Section I. Severance Pay.

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

In recognition that a reduction of over sixty percent (60%) of the work force in the Unemployment Agency has occurred through layoff and that over forty percent (40%) of the Unemployment Agency work locations statewide have been closed, the parties agree to extend severance pay provisions to employees in the Unemployment Agency who are laid off on or after October 1, 1987. see letter of understanding

1. Definitions.

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

b. Week's Pay - Week's Pay is defined as an employee's gross pay for forty (40) hours of work at straight time excluding such things as shift differential and "P" rate at the time of layoff.

c. Year of Service - Year of Service is defined as 2088 hours recorded in the PPS Continuous Service Hours counter (see Severance Pay Schedule).

2. Eligibility.

The provisions of this Section shall apply to employees with more than one year of service who have been laid off from the Unemployment Agency and to Department of Community Health Agency-based employees with more than one (1) year of service who have been laid off because of a reduction in the resident population in State institutions. Further, the following employees shall not be eligible to receive severance pay:

a. Employees who are in less than satisfactory employment status.

b. Employees with a temporary or limited term appointment having a definite termination date.

3. Time and Method of Payment.

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

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

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

removed from all recall lists and such payment shall be made by the Agency within sixty (60) calendar days of receipt of the employee's decision.

4. Disqualification.

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

a. If the employee is deceased.

b. If the employee is hired for any position by an Employer.

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

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

3) 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 3 above.

c. 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.

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

5. Effect of Recall.

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

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

6. Effect of Hiring.

If an employee has accepted severance payment and is hired in the State Classified Service or into a State-funded position caring for residents within two (2) years of 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 (1) year period may be extended.

7. Payment.

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

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

The Employer shall deduct from the amount of any severance payment any amount required to be withheld by reason of law or regulation for payment of taxes to any federal, state, county or municipal government. Eligible employees as indicated in Subsections 1-6 above shall receive severance payment according to the following schedule:

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

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

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

Employees who work less than full-time (80 hours per pay period) shall be eligible in accordance with Subsections 1-6 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.

8. Effect on Retirement.

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

9. Effective Date.

a. The provisions of this Section shall apply to employees in the Human Services Unit in the Department of Community Health laid off on or after October 1, 1983.

b. The provisions of this Section shall apply to employees in the Administrative Support Unit in the Department of Community Health laid off on or after October 1, 1982.

c. The provisions of this Section shall apply to employees in the Unemployment Agency laid off on or after October 1, 1987.

10. Special Severance Fund.

Effective October 1, 1999, a special severance fund of $2.5 million will be established. Employees who are indefinitely laid off on or after October 1, 1995, will be eligible for severance payments from the fund in accordance with this Section. The provisions of this Subsection will not apply to Department of Community Health and the Unemployment Agency employees entitled to severance pay under this section and severance payments to those employees shall not be paid from this fund. Money remaining in the fund on September 30, 2005, will not be carried over into the next fiscal year.

SEVERANCE PAY SCHEDULE

HOURS PAY	YEARS	WEEK'S
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 etc.	25	52,

EXAMPLE OF SEVERANCE PAY FOR LESS THAN FULL-TIME EMPLOYEE

Average number of hours worked in previous calendar year: 1980
Full-Time employee hours: 2088
Proportion (or percentage) $\frac{1980}{2088}$ = 94.8%

.948 x $S.P. = $ Gross Amount to be paid
S.P. = Severance Payment from schedule

Section J. Deferred Compensation.

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

Section K. Reimbursement Rates.

Travel Rates. In accordance with the October 1, 1983, Standard Travel Regulations and the procedures outlined in the DMB Administrative Manual, Chapter 5, Section 3, Subject 1, dated June 24, 1981, except as amended below or as specifically provided otherwise in the Master Agreement. Employees shall be entitled to travel reimbursement at the following rates:

In-State Rates	**Maximum**
(1) Meals and Lodging	
a. Michigan Select Cities	
Lodging (Actual supported by receipts)	$65.00 (+ Tax)
Breakfast	$8.75
Lunch	$8.75
Dinner	$21.00
b. In-State All Other	
Lodging (Actual supported by receipts)	$65.00 (+ Tax)
Breakfast	$7.00
Lunch	$7.25
Dinner	$16.50

(2)	**Per Diem System**	
	Per Diem	$76.25
	Lodging	$45.50
	Breakfast	$7.00
	Lunch	$7.25
	Dinner	$16.50

(3)	**Group Meetings**	
	Lodging (Actual supported by receipts)	$65.00 (+ Tax)
	Breakfast	$7.00
	Lunch	$10.25
	Dinner	$16.50

Out-Of-State Rates

	Meals and Lodging	**General**	**Select Cities**
	Lodging (Actual supported by receipts)	Contact Spartan Travel or pre-approved hotel listing	
	Breakfast	$8.50	$11.00
	Lunch	$8.75	$11.00
	Dinner	$20.50	$22.00

(2)	**Per Diem**	
	Per Diem	$83.25

Lodging	$45.50
Breakfast	$8.50
Lunch	$8.75
Dinner	$20.50

(3) Meals on Trains

Breakfast	Applicable schedule
Lunch	for In-State or
Dinner	Out-of-State

(4) Sleeping Car Accommodations Actual Cost

(5) Tips

Tips for each occupancy (not day) in a hotel, motor hotel, or motel where porter service is regularly provided. $4.50

Mileage Rates - Private Car

(1)	Approved Private Car Use	Approved IRS rate*
(2)	Employee electing to drive private car in lieu of available State car.	Motor Transport Mid-sized Car Rate

* Changes in this rate shall be effective on the date established by the IRS.

In the event the Civil Service Commission changes reimbursement rates for non-exclusively represented employees, the parties agree to meet to review such changes and may, by mutual agreement of the parties, amend these rates.
see letter of understanding

Parking Charges While on State Business

1) Reimbursement for parking charges is allowable, including metered parking, except that receipts are attached to the travel voucher if obtainable.

2) Daily parking permits for entry into State parks on official business are reimbursable. The purchase of annual State park permits is reimbursable, with approval of authorized Department officials.

3) Employees who are required to drive a privately owned car to a State car pool for the purpose of picking up a State car for official travel may 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 costs that the employee pays when he/she is not in travel status.

Section L. A Qualified 401(K) Tax-Sheltered Plan.

A qualified 401(K) tax-sheltered plan shall be available to employees in these Bargaining Units.

Section M. Group Auto And Homeowners Plan.

Employees in these Bargaining Units shall, upon completion of a successful bidding process, be eligible for enrollment in a group auto and homeowners plan with the employee to pay the entire cost of any premiums.

Section N. Flexible Compensation Plan.

The Employer shall maintain the current flexible compensation plan for employees in these Bargaining Units.

Employees in the Human Services and Administrative Support Bargaining Units are eligible to participate in the State of Michigan Dependent Care and Medical Spending Accounts authorized in accordance with Section 125 of the Internal Revenue Service Code.

Section O. Children's Protective Services/Foster Care Rate.

Employees in the Family Independence Agency assigned exclusively to the Children's Protective Services (CPS) Program and who are classified as Social Services Specialists, Welfare Services Specialists, College Trainees or Professional Trainees shall receive $.46 per hour in addition to the regular rate while assigned to such program. Likewise, effective with the beginning of the first full pay period in October, 1994, Family Independence Agency employees in those classes assigned exclusively to the Foster Care Program shall be eligible for the $.46 premium. Eligibility for such payment for employees who are not exclusively assigned to the CPS or Foster Care Program but who carry CPS and/or Foster Care cases shall be determined in secondary negotiations.

Employees who qualify for the CPS/Foster Care rate shall be compensated for all hours in pay status including holidays and leave time used. The CPS/Foster Care rate shall be included in computing overtime premium.

Section P. Child and Elder Care.

The Joint Child Care Committee shall be expanded to the Joint Child and Elder Care Committee. The Committee shall continue to review the implementation, monitoring and promotion of the Child Care Information and Referral Service. The Committee shall also review such issues as on-site child care programs, including parenting classes, tutorial programs, etc.. The Committee shall continue to assess child care needs and programs to address these needs, including pilot on or near site child care. The Joint Committee will also explore an elder care information, referral and counseling service utilizing existing state resources. Child and elder care programs may be implemented by mutual agreement. The Employer shall be responsible for the cost of such programs unless agreed otherwise.

Section Q. Joint Employee Education, Training and Development Fund.

A Joint Employee Education, Training and Development Fund shall be established. The level of funding will be composed of two (2) equal parts. Each party's contribution will be at the level of 1 cent per hour for all hours in pay status. The funding will be made available effective the first day of each fiscal year based on all hours in pay status during the previous fiscal year. see letter of understanding

Section R. Dependent and Long Term Nursing Care.

The parties agree to work cooperatively to provide assistance in identifying and referring employees and dependents to appropriate custodial care facilities and to agencies for custodial care at home.

Section S. Effective Dates.

This Article shall be effective October 1, 2002, unless otherwise specified. This agreement satisfies the parties' obligation to bargain over Article 43, Compensation, for Fiscal Year 2002-2003, 2003-2004, and 2004-2005.

ARTICLE 44
PRINTING OF THE AGREEMENT

The parties shall mutually proof this Agreement against the Tentative Agreement ratified by the parties prior to final printing and distribution. The Agreement shall be proofed and sent to the printer within 30 week days of approval by the Civil Service Commission. The Union shall be responsible for the printing of the Agreement and will provide, upon request, copies to the Employer. Such copies shall be provided at cost. The Union shall provide copies of this Agreement to employees; the Employer shall be responsible for providing copies of this Agreement to supervisors of such employees.

ARTICLE 45
UNION INFORMATION TO THE EMPLOYER

The Union agrees to furnish the following information in writing to the Employer:

1. A list of Designated Stewards and their respective jurisdictions.

2. A list of State Officers and Regional Directors.

3. The UAW Constitution.

4. Current Lansing and Detroit mailing addresses and phone numbers.

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

ARTICLE 46
NO STRIKE - NO LOCKOUT

Section A. No Strike.

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

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

Section B. No Lockout.

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

ARTICLE 47
EFFECT OF CIVIL SERVICE COMMISSION RULES, REGULATIONS AND COMPENSATION PLAN

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

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

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

ARTICLE 48
SEVERABILITY

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

ARTICLE 49
INTEGRITY OF THE BARGAINING UNIT

1. The Employer recognizes that the integrity of the Bargaining Units is of significant concern to the employees and the Union. Bargaining Unit work shall, except as provided below, be performed by Bargaining Unit employees. The Employer shall not assign Bargaining Unit work to employees outside of the Union Bargaining Units except in the case of emergency, temporary work relief or to the extent that such work is a part of their duties as provided in the Civil Service class specifications or to the extent that such assignment is a matter of customary practice prior to January 1, 1988. In no event shall such assignments be made for the purpose of reducing or eroding the Bargaining Units.

2. The Employer may continue to utilize such programs as the type listed below, provided the primary purpose of such programs shall be to supplement ongoing activities or to provide training opportunities.

- Student Work Experience
- JTPA Program Employees
- Patient/Employee Programs
- Seasonal Recreation Programs
- Volunteer Programs
- MOST Experience Programs
- Prisoner/Employee Programs & etc.

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. The procedure for providing such information shall be determined in secondary negotiations. It is the intent that an allegation that such a program is being used by the Employer as a substitute, rather than a supplement, for ongoing State employee activities, or causes layoffs or such programs are used to avoid the recall of Bargaining Unit employees, shall be grievable under the provisions set forth in this Agreement.

3. Supervisory employees shall be permitted to perform Bargaining Unit work to the extent that such work is a part of their duties as provided in the Civil Service class specification or to the extent that such assignment is a matter of customary practice prior to January 1, 1988, in case of training (including demonstration of the proper method of completing the task assigned), temporary work relief, or in the case of emergency. In those cases where lead workers are performing some supervisory duties, the parties agree that such employees shall not be considered supervisory for purposes of this Section.

4. Notice of Sub-Contracting.

Whenever the Employer intends to contract out, sub-contract services or renew such contracted services, the Employer shall, as early as possible, but at least fifteen (15) calendar days prior to the implementation of the contract, sub-contract or contractual services renewal, give written notice of its intent to the Union. When a contract in excess of $250,000 is to be submitted to Civil Service, notice shall be provided to the Union at least forty (40) calendar days prior to the implementation of the contract. Notice shall consist of a copy of the request made to Civil Service, including accompanying materials, unless such a request is not required, in which case, a copy of the contract will be provided. The Employer will indicate on the CS-138 form the date that notice of the sub-contract was provided to the Union.

The notice shall include such matters as:

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

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

c. The rationale for such sub-contracting.

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

The Employer shall, upon written request, meet and confer with the Union over the impact of the proposed decision upon the Bargaining Units. The Union may propose alternatives to sub-contracting. Such meeting shall occur within ten (10) calendar days (fifteen (15) calendar days in the case of a contract in excess of $250,000) from the date of notice to the Union. The Employer agrees to make reasonable efforts to avoid or minimize the impact of such sub-contracting on Bargaining Unit employees. Such discussions shall not serve to delay implementation of the Employer's decision.

The Employer shall also provide the Union, upon written request, and in accordance with applicable law and Department of Management and Budget purchasing procedures, information necessary to monitor the implementation, including the request for proposal, actual bids, the executed contract and the costs of the contract or sub-contract. If the volume of the information requested under this section would place an unreasonable burden on the Employer, the parties will meet to attempt to identify alternative mechanisms for providing such information. see letter of understanding.

The parties agree to continue reviewing the feasibility of establishing a clerical pool staffed by classified state employees to provide temporary services in the Lansing and Metro-Detroit areas.

ARTICLE 50
FAMILY CARE AND SCHOOL PARTICIPATION BENEFITS

Section A. Parental Leave.

Upon written request an employee who has completed 1040 hours of satisfactory service shall, after the birth of his/her child, or adoption of a child, be granted parental leave for up to six (6) months. Additionally, upon request and in accordance with FMLA, an employee may be granted FMLA leave for up to twelve (12) work weeks for the foster care placement of a child. An employee's entitlement to parental leave will expire and must conclude within twelve (12) months after the birth, adoption, or foster care placement of a child. Up to twelve (12) work weeks of unpaid parental leave may count towards an eligible employee's FMLA leave entitlement. In those instances where both spouses are covered by this provision, such leaves may be taken either concurrently or consecutively. The Employer may grant an extension of such leave upon the request of the employee, based on operational needs of the Employer. An employee may request to use accrued annual or personal leave to substitute for all or any of unpaid parental leave in accordance with Article 39, Section G. The Employer shall consider requests for annual leave immediately prior or subsequent to parental leaves in the same manner as requests for annual leave at other times.

Except where the employee's parental leave is designated as a qualifying purpose under FMLA, upon the employee's return from leave the Employer will reimburse the employee for the Employer's share of group insurance premiums for two (2) pay periods. Intermittent or reduced work schedules may only be taken with the Employer's approval where the employee requests such work schedule under the FMLA and in accordance with Article 13.

Section B. Family Care Leave.

1. Eligibility.

After the completion of 1040 hours of satisfactory service an employee, upon depletion of accrued sick leave and upon written employee request, and in accordance with this Section, will be granted, once during his/her employment, an unpaid leave of absence including necessary extensions for a period not to exceed three (3) months to care for the employee's seriously ill or seriously injured spouse, child or parent who is dependent on the employee for care and support.

A leave for up to thirty (30) calendar days shall be granted upon request. Subsequent extensions, not to exceed sixty (60) calendar days may be granted at the discretion of the Employer.

The Employer shall consider the medical certification provided, its operational needs, the employee's length of service, performance record and leave of absence history in reviewing requests. Intermittent or reduced work schedules requested under the FMLA may be approved upon request and when medically necessary. An employee may request to use accrued annual or personal leave to substitute for all or any part of unpaid family care leave in accordance with Article 39, Section G.

2. Request Approval.

Any request for a leave of absence under this Section shall be submitted in writing by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance of the proposed commencement of the leave, except under emergency circumstances. The request shall specify the period of time being requested.

The request shall be accompanied by a physician's statement which sets forth the diagnosis and prognosis of the aforementioned family member and an explanation of the necessity for the employee to provide the care.

Requests shall be answered without undue delay and within fifteen (15) working days.

Section C. Return From Leave of Absence.

An employee's return from an approved leave of absence under Sections A and B of this Article shall be governed by Article 16, Section D.

Section D. School Participation Leave.

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

The parties intend by this Section to foster employee involvement in educational programs.

2. Leave Credits. Permanent and limited term employees who have completed 1040 hours of satisfactory service shall annually receive eight (8) hours of paid school participation leave to be used in accordance with normal requirements for annual leave usage, provided, however, that such leave may be utilized in increments of one (1) hour if requested.

Employees may use the leave to participate in any education activity including but not limited to, tutoring, field trips, classroom programs, school committees, including preschool programs, and in accordance with any applicable collective bargaining agreements governing the educational program.

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

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

To request school participation leave, employees shall complete a school participation leave form provided by the Employer.

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

ARTICLE 51
JOB SHARE

Current job share position vacancies shall be filled in accordance with current Departmental practice unless negotiated otherwise in secondary negotiations. In addition, the issue of the establishment of formalized job share provisions shall be a proper subject for secondary negotiations.

ARTICLE 52
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 Employer may impose discipline, up to and including dismissal, for violation of this article. All discipline for violation of any provision of this article shall be subject to the provisions of Article 9 regarding discipline.

(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 preappointment 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 7(a) 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 UAW 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 UAW at least fourteen (14) days before implementing the testing provisions of this rule.

The UAW 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 53
TERMINATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2002, and shall continue in full force and effect until midnight, December 31, 2004.

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

FOR THE OFFICE OF THE
STATE EMPLOYER

_____
Janine M. Winters, Director

_____
Thomas N. Hall, Chief Negotiator

_____
Christine Cygan
Office of the State Employer

_____
Joan Bush
Department of Corrections

_____
Patricia Gamin
Department of Consumer & Industry Svs

_____
Michael Masternak
Family Independence Agency

_____
Micheal Davis
Department of Treasury

Elaine Demps
Department of State

Arthur Andrews
Department of Community Health

Florence Schrauben
Department of Career Development

FOR THE UNION

Stephen P. Yokich, President
International Union, UAW

Elizabeth Bunn, Vice President
International Union, UAW

Bob Kinkade, Administrative Assistant to
Elizabeth Bunn, Vice President

David Burtch, Assistant Director, T.O.P.
Department, International Union, UAW

Georgi-Ann Bargamian, Legal Department
International Union, UAW

Laura Champagne, Social Security Department
International Union, UAW

Kimberly Geromin, International Representative
Research Department, International Union, UAW

Emma Powell-Fields, T.O.P. Department
International Union, UAW

Roger Selvig, T.O.P. Department
International Union, UAW

Lynda Taylor-Lewis, President
UAW Local 6000

Ed Mitchell, Bargaining Committee Chair

Bill Young Jr., Bargaining Committee
Vice-Chair

Linda Clippert, Bargaining Committee
Secretary

James Bish

Scott Brown

Michael Devine
Local 6000 Technical Specialist

Elizabeth Dieter

Teresa Garcia-Richards

Vernalene Garnett

Sue Grifor

Sandra Masarik

Ruth Mutchler

Sandra Parker

Sharon Rivera

Caroline Ross
Local 6000 Health and Safety Representative

Gordon Ryskamp

Gregory Stratton

Cheryl Streberger
Local 6000 Benefit Representative

Greg Welch

Charlene Yarbrough

LETTER OF UNDERSTANDING
Article 4
Union Rights

During the course of negotiations, the parties discussed methods of providing to the Union information regarding retiree status changes (addresses, telephone numbers, etc.). As a result, the Employer agrees to match information from the Union with information on the State's data base on a semi-annual basis. The State will provide to the Union at actual cost a report of any discrepancies.

FOR THE UNION FOR THE EMPLOYER

David Burtch,
Assistant Director,
T.O.P. Department,
International Union,
UAW

Sharon Rothwell
Director

Patricia A. Hough,
President,
Local 6000-UAW

Thomas N. Hall
Chief Negotiator

LETTER OF UNDERSTANDING
Article 8, Section D
Computation of Back Wages

The parties agree that the intent of Article 8, D. is that employees be made whole for established contractual violations and not recover more than what they would have earned if no violation had occurred.

Therefore, in the event that any governmental agent, or Agency seeks restitution of any amounts paid in unemployment compensation, long term disability compensation, workers compensation, social security, or welfare, which amounts were deducted from a back pay award pursuant to this Subsection, the Employer shall reimburse the grievant the amounts made by the grievant in restitution.

FOR THE UNION	FOR THE OFFICE OF THE STATE EMPLOYER
Stephen P. Yokich Vice President International Union, UAW	George G. Matish Director
Thomas Mutchler President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 8
Grievance Procedure and Reinstatement of Grievances

During the current negotiations, the parties acknowledge the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe.

Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violative of the fundamental principles of collective bargaining.

However, in those instances where the International Union, UAW, by either its Executive Board, Public Review Board, or Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union Representative involved, the International Union may inform the Office of the State Employer in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the State will not be liable for any claims for damages, including back pay claims, arising out of the grievance that relate to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages arising out of the grievance against the State in the grievance procedure, or in any court or before any Federal, State, or municipal agency.

Notwithstanding the foregoing, a decision of the Arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the State and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the Agreement, except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any decisions by the Arbitrator or other grievance resolutions.
It is understood this letter and the parties obligations to reinstate grievances as provided therein can be terminated by either party upon thirty (30) days notice in writing to the other.

It is agreed that none of the above provisions will be applicable to any case settled prior to November 17, 1985.

FOR THE UNION

Stephen P. Yokich
Vice President
International Union,
UAW

Thomas Mutchler
President
UAW Local 6000

FOR THE OFFICE OF THE
STATE EMPLOYER

George G. Matish
Director

Thomas N. Hall
Chief Negotiator

LETTER OF UNDERSTANDING
Article 8---Statewide Steward Training

During negotiations in 1996 the parties discussed steward training and the role of Chief Stewards and Departmental Health and Safety representatives in improving Labor/Management relations. Therefore the Employer shall release without loss of pay Chief Stewards and one Departmental Health and Safety representative per Department to attend a statewide training session of five days once during the life of this Agreement. The Employer shall not be obligated to pay travel expenses or overtime.

FOR THE UNION

David Burtch
Assistant Director
T.O.P. Department
International Union,
UAW

Lynda Taylor-Lewis
President,
Local 6000-UAW

FOR THE OFFICE OF THE
STATE EMPLOYER

Janine M. Winters
Director

Thomas N. Hall
Chief Negotiator

LETTER OF UNDERSTANDING
Article 8
Development of Arbitration Indexing System

The parties agree to develop an Arbitration listing and indexing system which would permit the parties to identify previously decided cases for its potential value in resolving existing disputes. Funding for this may come from the Joint Employee Education, Training and Development Fund.

FOR THE UNION	FOR THE OFFICE OF THE STATE EMPLOYER
David Burtch Assistant Director T.O.P. Department International Union, UAW	Sharon Rothwell Director
Patricia A. Hough President, Local 6000-UAW	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
ARTICLE 8

At the request of the Director of the UAW National Technical, Office and Professional Department or the Director of the Office of the State Employer up to three representatives for the Office of the State Employer will meet with up to three representatives of the Union for the purpose of discussion and attempting to resolve certain grievances concerning contract interpretation which have been appealed to Step 4. The representatives from the Union will include at least one International representative from the National Technical, Office and Professional Department, and one representative from the local Union. The representatives for the Employer will include at least one representative from the Office of the State Employer and at least one representative from a state department/agency. This provision shall be in effect during 2002. Extension of this provision shall be by mutual agreement only.

FOR THE UNION FOR THE EMPLOYER

LETTER OF UNDERSTANDING

Article 11
Seniority

The seniority of Bargaining Unit members transferred prior to January 8, 1986, by Civil Service Commission action from other public or private jurisdictions to the classified State Civil Service as a result of legislation or Executive Order authorizing the accretion of a function and associated personnel, shall be the date specified in the Commission action for each assumption. However, if the transfer is pursuant to Act 89 of 1979, the outcome of the litigation in American Arbitration Association Case No. 54-39-1211-81 shall apply.

FOR THE UNION	FOR THE OFFICE OF THE STATE EMPLOYER
Stephen P. Yokich Vice President International Union, UAW	George G. Matish Director
Thomas Mutchler President UAW Local 6000	Thomas N. Hall Chief Negotiator

Letter of Understanding

Article 12 and Article 16

Within 90 calendar days of the effective date of this Agreement, the parties will seek a meeting with the Department of Civil Service to explore a process which would allow laid off employees the ability to be considered for appointment to Bargaining Unit classifications at their current level and below, based on an evaluation of their education and experience.

The process to be considered would expand the opportunity for consideration beyond an employee's primary and secondary classifications as defined in the Agreement. A request for evaluation shall be initiated by the employee. Employees laid off under the provisions of Article 12 and Article 16, Medical Layoff, of the Agreement will be eligible for such consideration. The ability to be considered under the provisions of this process will expire upon the expiration of recall rights.

In the event a process is developed, the Employer agrees to consider such employees when filling position through the use of all other forms of appointment procedures. This provision is contingent upon the ability to automate the process which would allow departments to identify employees to be considered.

FOR THE UNION FOR THE EMPLOYER

LETTER OF UNDERSTANDING

Article 12, Section F
Recall Lists

The parties agree that the opportunity of an employee to identify Departments in which he/she would accept recall from the Statewide Interdepartmental Recall List is subject to the ability of the State's automated recall system to encompass such a change. The Employer will request that the additions of Departments be made in the system. When the system is capable of allowing such a selection, the Employer and the Union will discuss implementation methods for the Bargaining Unit members.

FOR THE UNION	FOR THE OFFICE OF THE STATE EMPLOYER
Stephen P. Yokich Vice President International Union, UAW	George G. Matish Director
Thomas Mutchler President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING

Article 14, Section E
D.O.C. Meal Periods

During negotiations in 1993, the parties discussed concerns raised by the Union regarding Article 14, Section E., Meal Periods, as it applies to Department of Corrections' employees. It is not the Employer's intent to reduce the employee's meal period. Management agrees to take into account unforeseen delays at security checkpoints in determining the amount of time necessary to provide an adequate break. Application of this letter shall be a proper subject for secondary negotiations

FOR THE UNION	FOR THE OFFICE OF THE STATE EMPLOYER
David Burtch Assistant Director T.O.P. Department International Union, UAW	Sharon Rothwell Director
Patricia A. Hough President, Local 6000-UAW	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING

ARTICLE 15
CODE 3

During the 1998 negotiations, the parties discussed the intent of Article 15, Section B.6, as it applies to Code 3 employees. While such employees are expected to normally be present during the regular work shift, it is recognized that the demands on their time may vary from pay period to pay period. Absences without charge to leave credits may be approved providing the Employer certifies the employee has completed the equivalent of a full pay period. It is the intent that this provision is applicable to all Code 3 employees.

FOR THE UNION

FOR THE OFFICE OF THE STATE EMPLOYER

LETTER OF UNDERSTANDING

Article 16
Disability Management

During negotiations, the parties discussed the mutual concerns of the Union and the Employer regarding medical leaves of absence and employee disabilities. The parties acknowledge that these issues are of major significance.

Accordingly, the parties agree to meet and engage in ongoing discussions about disability management concerns. Such discussion shall include issues under consideration by the Disability Management committee and employees' return to work from medical leave of absence with reasonable restrictions.

FOR THE UNION	FOR THE OFFICE OF THE STATE EMPLOYER
Stephen P. Yokich Vice President International Union, UAW	George G. Matish Director
Thomas Mutchler President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING

Article 16
Hiring Freeze - Return Rights

During negotiations in 1990 the parties discussed the impact of the hiring freeze on the recall of employees who have been denied a medical leave of absence and placed on the recall list. Upon request of the International Union, the parties will meet to discuss methods of enhancing the return rights of such employees.

FOR THE UNION	FOR THE OFFICE OF THE STATE EMPLOYER
Stan Marshall Vice President International Union, UAW	James B. Spellicy Deputy Director
Joan M. Doyen President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING

Article 16, Section C

During negotiations in 1998 the parties discussed benefit provisions for employees appointed as representatives for the International Union. The parties agreed that:

1. Employees will be paid off for their annual leave balance, at the employee's rate of pay, at the time of the appointment.

2. Employees appointed will be paid off for their sick leave balance at the final rate of pay of the classification from which the employee was appointed, in accordance with the criteria established in Article 40, Section D.

3. Employees will receive payment for their longevity upon retirement or death in accordance with the Civil Service compensation plan.

FOR THE UNION

FOR THE OFFICE OF THE STATE EMPLOYER

LETTER OF UNDERSTANDING

Article 16, Section C.3.
Medical Leaves of Absence

During the 1990 negotiations the parties discussed employees returning from medical leaves of absence. It is understood and agreed that an employee's return from a medical leave will be in accordance with applicable MEEBOC policy as referenced in Article 25.

FOR THE UNION	FOR THE OFFICE OF THE STATE EMPLOYER
Stan Marshall Vice President International Union, UAW	James B. Spellicy Deputy Director
Joan M. Doyen President UAW Local 6000	Thomas N. Hall Chief Negotiator

LETTER OF UNDERSTANDING
Article 16, Section C.5.
Union Leave - Retirement Contributions

In the event the Employer does not make retirement contributions on behalf of employees on Union leave, the Union retains the right to make such contributions unless prohibited by law.

FOR THE UNION

Stephen P. Yokich
Vice President
International Union,
UAW

Thomas Mutchler
President
UAW Local 6000

FOR THE OFFICE OF THE
STATE EMPLOYER

George G. Matish
Director

Thomas N. Hall
Chief Negotiator

LETTER OF UNDERSTANDING

ARTICLE 17
Personnel Files

During the 1996 negotiations, the parties discussed several issues regarding the maintenance of personnel files.

The Employer agrees that employees have a right to review their personnel records within a reasonable period of time from the date of request. As such, the Employer commits to provide access as expeditiously as possible. In the event the personnel file is not present at the employee's work location, it is the Employer's intent to make the file available in a reasonable period of time.

The Union also raised the practice of the Employer maintaining records which were to be expunged. The parties recognize that some records must be maintained for legal and audit reasons. Access to such files is restricted for purposes of legal matters and audits. The Employer agrees that these files shall be sealed.

FOR THE UNION	FOR THE EMPLOYER
_____	_____
_____	_____