

Contract Summary Outline
January 2014 – December 2015

- **Introduction**
 - No Change
- **Article 1, Preamble and Purpose**
 - Edits
- **Article 2, Recognition**
 - Section A
 - Included Correction Officer Non-Career into Classifications
 - Section D
 - P. 6, Struck lines 22 and 23. No longer have Camps or Centers.
- **Article 3, Definitions**
 - No Change.
- **Article 4, Managements Rights**
 - No Change
- **Article 5, Union Security**
 - Section A
 - P. 1, added “180 day” language to layoff return for automatic dues authorization
 - P. 2, Added language for Employer to collect delinquent dues.
 - Section B, C, D, E, F, and G.
 - Language changes to comply with RTW law
 - New LOU #20, Union Dues and Fees
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- **Article 6, Union Rights**
 - Section H
 - P. 22, Additional language in contract to allow for access to employer premises by union officials / staff

- **Article 7, Union Business and Activities**
 - No Change
- **Article 8, Union Representation**
 - Section A
 - P. 30, Addition of language to create Chief Steward position at State-wide FOA and Detroit Reentry Center
 - P. 31, Language creating shift stewards for each platoon at 12 hour pilot facilities.
- **Article 9, Grievance Procedure**
 - Section C
 - P. 43, Creation of language to forward pre-arb appeals and settlements to OSE
 - Section D
 - P. 46, Creation of language to forward copies of all arbitration awards to OSE.
- **Article 10, Disciplinary Action**
 - Section B
 - P. 54, Clarification that members have contractual right of 24 hours to answer questionnaires.
 - Language created so that employer must give a copy of transcript of oral interview of a member, to the member for his review, as soon as it has become available.
 - Section E
 - P. 60, Formal Notification of discipline on a member shall be forwarded to the Chapter President.
 - LOU #18, Expedited Investigation Process for DOC.
- **Article 11, Labor-Management Meetings**
 - No Change
- **Article 12, Health and Safety**
 - No Change

- **Article 13, Seniority**
 - Section C
 - P. 86, Clarification that a member who is in a CAREER position, after having a break in service, and returns to the bargaining unit shall be granted his / her bargaining unit seniority.
- **Article 14, Layoff and Recall Procedure**
 - Section D
 - P. 93, Struck language concerning Affirmative Action.
 - Section E
 - P. 96, Added language to the bump process concerning bumps to “vacancies”.
 - P. 97, Edit
 - P. 98, Added “bump” term to recall from layoff procedure.
 - P. 100, Edit
- **Article 15, Assignment, Vacancy, and Transfer**
 - Article 15 Part B-Bid Positions
 - Section B
 - P. 109, Added language: Transport Position bids in DCH shall be bid upon from all shifts.
 - Article 15 Part D-Transfers Between Work Locations
 - Section A
 - P. 117/118, Added language: All shift transfers at facilities will occur BEFORE exchange transfers are completed.
 - Article 15 Part E-Involuntary Reassignment
 - Section C
 - P. 121, Added language to allow return rights to SUPECEDE super-seniority.
- **Article 16, Hours of Work and Scheduling**

- IMPASSE PROVISION
 - Impasse Panel Recommended maintain Status Quo
 - Maintained “Mutual Agreement” on 12 hour shifts.
- LOU #9, Meal Periods
 - Employer attempted to eliminate paid meal period for members.
- **Article 17, Overtime**
 - Integrated Overtime Pilot into Article 17 language
 - Changes to Pilot:
 - P. 331, Editing
 - P. 332, Created language that uses hours at time the list is closed to determine overtime selection.
 - P.333, Created language for employees to withdraw name up to 2 hours prior to the closing of the list. If withdrawn, employee will be charged hours, but NOT a refusal.
 - If the employee is prescheduled for OT and withdraws, he or she is charge a refusal AND hours.
 - Language added to allow you to remove your name from up-and-coming activation list when you call in sick to your shift with no penalty or charging of hours
 - If the OT is pre-scheduled you will get charged
 - Language created for supervisors to leave a message that you have been selected for OT.
 - If you don't report, ~~penalties~~ penalty's kick in.
 - Upped refusals from 2 to 3.

- P. 335, Clarification when “holdovers” are considered mandatory overtime
 - Language clarifying when overtime hours will be recorded.
 - P. 336, Hold over hours not recorded on OEL
 - Work in progress is not recorded on OEL and is not instance of Mandatory OT.
 - Language clarifying where officers who transfer in, reassigned, or bumped into worksite are placed on the OEL.
 - P.337, Remedy for being mandated out of turn.
 - P.338, Exception to working more than 120 hours in a pay period.
 - P. 339, Editing
- IMPASSE POSITION
 - Attempted to get all comp time hours back into annual leave formula – **Panel Rejected.**
- **Article 18, Holidays**
 - Section F
 - P.158, Holiday scheduling in DCH
 - **Article 19, Leaves of Absence Without Pay**
 - Section A
 - P. 154, only employees who have completed their initial probationary period may request a LOA without pay.
 - Section J
 - P. 159, Clarification of when one must apply for Maternity/Paternity leave.
 - Gained two weeks for filing request.
 - Section M

- Administrative leave granted to make Victim Impact Statement.
 - **Article 20, Personnel Files**
 - No Change
 - **Article 21, Contracting and Sub-contracting**
 - No Change
 - **Article 22, Miscellaneous**
 - Section I, Uniform Allowance
 - IMPASSE POSITION
 - Employer wanted it reduced to \$125
 - MCO argued to maintain status quo
 - Impasse Panel Recommendation:
 - Maintain status quo
- **Article 23, Maintenance of Benefits**
 - No Change
- **Article 24, Non-discrimination**
 - No Change
- **Article 25, No Strike-No Lockout**
 - No Change
- **Article 26, Counseling and Service Ratings**
 - No Change
- **Article 27, Wages and Longevity**
 - **IMPASSE POSITION**
 - **Employer Position:** 2% and 1% and Eliminate Max Pay.
 - **Union Coalition Position:** 3% and 3% and maintain Max Pay
 - **Impasse Panel Recommendation:**
 - 2% plus .5% lump sum 2014
 - 2% in 2015
 - MCO maintains Max Pay.

- **Article 28, Annual Leave**
 - Section F
 - P. 198 placed annual leave formula into contract proper.
 - Section G
 - P. 200, Editing
 - Section L
 - P. 203, Changed the maximum amount of time in annual leave donations from 30 days to 240 hours.
- **Article 29, Paid Sick Leave**
 - No Change
- **Article 30, State Sponsored Group Insurance**
 - **IMPASSE POSITION**
 - **Employer Position:** Move all EE's into NSHP PPO and NHMO Plans with increased costs associated with deductibles/OOPM/office visits/PX, etc.
 - **Union Coalition Position: Maintain two tier plan with improvements to the NSHP PPO.**
 - **Impasse Panel Recommendation:**
 - **Move all EE's into NSHP and NHMO Plans with increased costs associated with Design plan.**
- **Article 31, Shift Differential**
 - No Change
- **Article 32, Travel Expense Reimbursement**
 - No Change
- **Art. 33, Compensation Policy Under Conditions of General Emergency**

- No Change
- **Article 34, Pre-Shift Meetings**
 - No Change
- **Article 35, Deferred Compensation**
 - No Change
- **Article 36 Tuition Reimbursement**
 - No Change
- **Article 37, Physical Standards and Fitness Incentive Program**
 - No Change
- **Article 38, Entire Agreement**
 - No Change

Letter of Agreements:

#1-Pre-Scheduled Transportation Runs-MDOC

- Editing

#2-Article 28-Annual Leave Donations

- No Change

Letter of Intent:

#1 – Deleted

#2 – Added Language that CTO’s shall have statewide responsibility. But each CTO shall be assigned to a specific work location.

#3 – No Change

#4 – No Change

Letter of Understanding:

- #1 – Deleted and placed in contract proper
- #2 – Deleted
- #3 – No Change
- #4 – Deleted
- #5 – Language created to place employees coming off light duty to their proper place on the OEL
- #6 – No Change
- #7 – No Change
- #8 – No Change
- #9 – Impasse Panel Accepted MCO’s Position and kept as status quo for life of contract.
- #10 – No Change
- #11 – No Change
- #12 – No Change
- #13 – No Change
- #14 – No Change
- #15 – No Change
- #16 – Placed into contract proper
- #17 [Can’t Find]
- #18 – Creates expedited investigation and disciplinary process for members who wish to proceed in accordance with the Letter.
- #19 – Creates language for members to be reimbursed for meals without having to provide receipts. However, receipts should be retained for audit purposes.
- #20 – Relates to Article 5, Union Dues and Fees.
- #21 –

Appendix:

A-Added Chapters

B- Deleted

C- Deleted

D- Deleted

E- In place until October 1, 2014

F- Currently taking submissions for new contract years****

G- Updated

H and H-1 in place until October 11, 2014.

H-2 and I are new Health Plans beginning October 12, 2014.