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INTRODUCTION

2 This working Agreement is an expression of the mutual confidence and
3 understanding existing between the Michigan Corrections Organization, Service
4 Employees International Union, Local 526M, Change to Win (CTW), and the
5 State of Michigan. It is a framework which defines the rules, rights, and
6 obligations affecting the relationship of the parties in their daily association, one
7 with the other. It recognizes the importance of the principle of honesty, purpose,
8 and the dignity of the individual.

9 It should be studied carefully so that all who are affected by it know what is
10 expected of the worker and what is expected of management. Cooperative
11 attitudes and cooperative actions make for the kind of teamwork which is
12 essential to the success of our Labor/Management partnership.

13 It is intended that both parties in signing this contract have each pledged their
14 solemn effort to making it work and produce for the betterment of the interests of
15 all concerned.

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ARTICLE 1

PREAMBLE AND PURPOSE

This Agreement is made and entered into by and between the State of Michigan and its principal Departments and Agencies (hereinafter referred to as the "Employer"), through the Office of the State Employer, and the Michigan Corrections Organization, Service Employees International Union, Local 526M, CTW, as exclusive representative of employees employed by the State of Michigan (as set forth specifically in the recognition clause) hereinafter referred to as the "Union".

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

1. Implements the provisions of the Civil Service Rules and Regulations, as explicitly waived, amended, or superseded by the Civil Service Commission or other appropriate authority;
2. Promotes harmonious relations between the Employer and the Union;
3. Provides for an equitable and peaceful procedure for the resolution of differences over matters addressed herein;
4. Establishes conditions of employment which are subject to good faith negotiations between the parties;
5. Recognizes the continuing joint responsibility of the parties to provide efficient services to the public.

The Agencies and Departments, and the corresponding Chapters of the Union, are set forth in Appendix A of this Agreement. Additions or deletions to such schedule may be made by either party.

This Article shall not be the subject of a grievance except when cited in conjunction with another Article of this Agreement.

1 This Agreement shall not automatically cover other classifications that may be
2 assigned to the Security Unit by the State Personnel Director after the effective
3 date of this Agreement, unless the incumbents in such newly assigned
4 classification are already covered by this Agreement, or unless the parties
5 expressly agree to such coverage during the term of this Agreement. The Union
6 shall have the right to negotiate the wages, hours, and other terms and
7 conditions of employment, which are proper subjects of bargaining, for newly
8 assigned classifications to which these contract terms are not automatically
9 applicable pursuant to the above.

10 **Section B. New or Abolished Classifications.**

11 The parties will review all abolishments of existing Bargaining Unit classifications
12 as well as all new classifications consisting of a significant part of the duties of
13 existing Bargaining Unit classifications. The Employer shall not request that such
14 positions be reclassified, reallocated, or retitled for the sole purpose of removing
15 them from the Bargaining Unit except upon agreement of the Union, nor for the
16 purpose of undermining the status of the Union as exclusive bargaining agent.

17 Nothing herein shall prohibit downgrading a position for training because a
18 register of certified candidates for the higher level is unavailable. The provisions
19 of this Agreement shall no longer apply to an employee in such position when it
20 is returned to the level outside the Bargaining Unit from which it was
21 downgraded.

22 Nothing herein shall prohibit either of the parties from exercising its unit
23 clarification rights under the provisions of the Civil Service Rules and
24 Regulations.

25 **Section C. Integrity of the Bargaining Unit.**

26 As provided in this Agreement, Bargaining Unit work will normally be performed
27 by Bargaining Unit employees and the Employer will not assign work for the sole
28 purpose of reducing or eroding the Bargaining Unit. Consistent with Article 4,
29 Section 1., the State may continue to assign tasks performed in part by
30 Bargaining Unit members to persons outside the Bargaining Unit where such

1 assignment is an ongoing customary practice at that work location, or is due to
2 improvements in work routines or systems, technological innovations, or similar
3 efficiency measures, but shall not be done for the purpose of undermining the
4 status of the Union as exclusive bargaining agent.

5 The Employer may utilize intern programs, work experience programs, resident
6 programs, volunteer programs, and/or seasonal programs of the kind currently
7 employed in facilities in this Bargaining Unit. The primary purpose of such
8 programs shall be to supplement ongoing activities or to provide training
9 opportunities. Non-employee participants in such programs shall not be used to
10 avoid recall of Bargaining Unit employees on layoff.

11 The Employer recognizes that the integrity of the Bargaining Unit is of significant
12 concern to the Union. In accordance with Section A. of Article 14 (Layoff and
13 Recall Procedure), the Employer shall inform the Union of the economic or
14 programmatic reasons for changes in work routines or systems that result in
15 layoff or attrition of positions.

16 **Section D. Work Performed by Supervisors.**

17 ~~Supervisory employees shall be permitted to perform work within the Bargaining~~
18 ~~Unit only to the extent that such work is authorized by a secondary agreement, or~~
19 ~~letter of understanding, or is a normal part of their duties as provided by Civil~~
20 ~~Service classification specifications, provided that this Section shall not diminish~~
21 ~~the custody and security responsibilities of any employee.~~

22 ~~Except as provided in a secondary agreement or letter of understanding,~~
23 ~~supervisory employees above the first level of supervision will not perform~~
24 ~~Bargaining Unit work except in cases of emergency, or in cases of instruction or~~
25 ~~training of employees, including demonstrating the proper method of~~
26 ~~accomplishing the tasks assigned.~~

27 ~~The Department of Corrections shall only have the right to assign first line~~
28 ~~supervisors to a Bargaining Unit position when the number of Bargaining Unit~~
29 ~~employees scheduled for the shift who report for work is less than the authorized~~
30 ~~number of Bargaining Unit positions to start the shift, as determined by the~~

1 ~~custodial staff assignment sheet (CSAS), and the total number of Corrections~~
2 ~~Shift Supervisors 11, 12, and 13's present on the shift exceeds the total number~~
3 ~~of authorized supervisory assignments for the shift, as reflected in the CSAS in~~
4 ~~effect at that specific point in time, as approved by the department official~~
5 ~~designated by the director as having such authority and responsibility.~~

6 ~~However, not more than one first line supervisor may be assigned to a~~
7 ~~Bargaining Unit position on a shift if the total number of Corrections Shift~~
8 ~~Supervisors 11, 12, and 13's who are not on a layoff or leave of absence or~~
9 ~~workers' compensation exceeds the authorized supervisory complement~~
10 ~~(rounded up to the next whole number) for the shift as determined by the CSAS.~~

11 ~~This Section is not intended to restrict first line supervisors from performing~~
12 ~~Bargaining Unit work in the event of emergencies, providing instruction or training~~
13 ~~to employees, or demonstrating the proper method of performing assigned tasks.~~
14 ~~Providing relief for breaks or meals for Bargaining Unit employees will be allowed~~
15 ~~if no Bargaining Unit employees are available to provide such relief.~~

16 ~~When a person must be called in to do Bargaining Unit work, it shall be a~~
17 ~~Bargaining Unit employee. The number of positions in the Bargaining Unit shall~~
18 ~~not be reduced as a result of such supervisory assignments. For purposes of this~~
19 ~~Section, the term first line supervisor shall mean Corrections Shift Supervisor 11,~~
20 ~~or such title given the classification by the Civil Service Commission; the term~~
21 ~~authorized supervisory complement means the number of authorized supervisory~~
22 ~~assignments plus the relief factor for such supervisory assignments.~~

23 ~~The Employer recognizes that the integrity of the Bargaining Unit is of significant~~
24 ~~concern to the Union and will, consistent with available resources, attempt to~~
25 ~~maintain that integrity.~~

26 ~~In the Department of Community Health, first line supervisors may continue to be~~
27 ~~assigned in accordance with current practice to perform Bargaining Unit work in~~
28 ~~order to maintain minimum security level staffing and to fill in for the unscheduled~~
29 ~~absence of a Bargaining Unit employee until such time as a Bargaining Unit~~
30 ~~employee is at work and assigned to fill such position.~~

1 ~~It is Management intent that a supervisor assigned to a Bargaining Unit position~~
2 ~~shall be expected to fill the vacant assignment and perform the full range of~~
3 ~~duties normally assigned to such position.~~

4 ~~Local difficulties in administration of this Section, when caused by staffing and~~
5 ~~scheduling constraints, may be addressed at Labor-Management Meetings at the~~
6 ~~request of either party.~~

7 Effective January 1, 2016 the Civil Service Commission rule regarding working
8 out of class was modified, and as a result language was removed from this
9 Article of the collective bargaining agreement. Disputes regarding working out of
10 class may be raised to Civil Service through the appeals process established in
11 Civil Service Rules and Regulations. The Employer recognizes that the integrity
12 of the Bargaining Unit is of significant concern to the Union and will, consistent
13 with available resources, attempt to maintain that integrity.

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15 **Section E. Aid to Other Unions.**

16 The Employer agrees and shall cause its designated agents not to aid, promote,
17 or finance any other labor or employee organization which purports to engage in
18 employee representation of employees in this Bargaining Unit, or make any
19 agreements with any such group or organization for the purpose of undermining
20 the Union. Nothing contained herein shall be construed to prevent any authorized
21 representative of the Employer from meeting with any professional or citizen
22 organization for the purpose of hearing its views, except that as to matters
23 presented by such organizations which are mandatory subjects of negotiation,
24 any changes or modifications shall be made only through negotiations with the
25 Union.

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

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ARTICLE 3
DEFINITIONS

Section A. Appointing Authority.

For purposes of this Agreement, the Appointing Authority shall be defined as the single Executive heading a principal Department or those persons designated by them as being authorized and responsible to administer personnel and labor relations functions of the Department.

Section B. Work Location.

Work location shall be defined as all the premises of a Department in a county, except that each of the following shall be considered a separate work location:

A building or group of buildings which constitute a facility, correction center, or camp in the Department of ~~Community Health~~Health and Human Services or the Department of Corrections.

It is understood that each of the agencies listed in Appendix A of this Agreement is a separate work location. It is also understood that, except as may be agreed differently between the Department of Corrections and the Union:

- CMOs and CMUOs at Duane Waters ~~Hospital~~Health Center are a work location separate from the Egeler Facility work location.

Section C. Probationary Employee.

The term "probationary employee" as used in this Agreement relates to all employees who have not satisfactorily completed the required initial probationary period of hours worked in the state classified service, except as otherwise specified.

Section D. Secondary Negotiations.

As used in this Agreement, "Secondary Negotiations" is recognized as having that meaning provided in the Civil Service Rules and Regulations. No secondary negotiations on any subject shall take place except as specifically authorized by an Article of this (Primary) Agreement, or by mutual agreement of the Union and

1 the Office of the State Employer. It is understood that no provision of a
2 secondary agreement shall take precedence over any provision of this (Primary)
3 Agreement.

4 Any agreements reached in secondary negotiations shall not be final or
5 enforceable unless and until approved by the Office of the State Employer, the
6 Union, and the Civil Service Commission. Secondary agreements shall terminate
7 simultaneously with this (Primary) Agreement unless extended by mutual
8 agreement of the parties and approved by the Civil Service Commission. Should
9 the parties fail to agree on any subject referred to or permitted in secondary
10 negotiations by this Agreement or the mutual agreement of the Union and the
11 Office of the State Employer, such subjects may be submitted to Impasse
12 resolution procedures as provided in the Civil Service Rules and Regulations.

13 **Section E. Letter of Understanding.**

14 As used in this Agreement, a Letter of Understanding is a written understanding
15 and/or agreement entered into between the Union and the Office of the State
16 Employer and approved by the Civil Service Commission which interprets,
17 applies, supplements, modifies or amends one or more provisions of Civil
18 Service Rules and Regulations (the subject matter of which is not a prohibited
19 subject of bargaining), this Agreement or a secondary agreement; they are
20 enforceable only as to their terms. Local agreements (such as mutually approved
21 minutes of labor/management meetings), while instructive as to those parties
22 wishes, expectations, and intent, are not Letters of Understanding.

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ARTICLE 4

MANAGEMENT RIGHTS

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 but subject to applicable Civil Service Rules. Any term or condition of employment other than the wages, benefits and other terms and conditions of employment specifically established, continued or modified by this Agreement shall remain solely within the discretion of the Employer to determine, modify, establish or eliminate.

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 in conditions of employment shall be subject to negotiation requirements. Such negotiations shall not be required where the action of the Employer is in compliance with another Article of this Agreement. However, this shall not preclude the parties from discussing issues and mutually agreeing on the method and/or means of implementing the provisions of this Agreement.

- 1 2. Utilize personnel, methods and means in the most appropriate and efficient
2 manner as determined by the Employer.
- 3 3. Determine the size and composition of the work force, direct the work of the
4 employees, determine the amount and type of work needed and, in
5 accordance with such determination, relieve employees from duty because of
6 lack of funds or lack of work.
- 7 4. Make work rules which regulate performance, conduct, and safety and health
8 of employees, provided that changes in such work rules shall be reduced to
9 writing and furnished to MCO for its information as soon as possible, but prior
10 to their implementation.
- 11 5. Such other rights normally consistent with the Employer's duty to furnish State
12 services.

13 It is agreed by the parties that none of the management rights noted above or
14 any other management rights shall be subjects of negotiation during the terms of
15 this Agreement; provided, however, that such rights must be exercised
16 consistently with the other provisions of this Agreement. Any claim or complaint
17 by the Union of failure or refusal of the Employer to bargain in good faith over the
18 modification and remedy of a substantial adverse impact from a change in a
19 condition of employment shall be subject exclusively to the procedures of the
20 Civil Service Rules and Regulations.

21 The parties recognize that prohibited subjects of bargaining have been, and
22 during the term of this Agreement will continue to be, defined exclusively by the
23 Civil Service Commission; that nothing herein is intended to regulate or interpret
24 matters determined currently or in the future by the Civil Service Commission to
25 be prohibited subjects of bargaining; and that the Civil Service Commission has
26 the sole and exclusive jurisdiction to regulate and interpret prohibited subjects of
27 bargaining.

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ARTICLE 5

UNION ~~SECURITY~~DUES and FEES

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

Section A. Dues Deductions.

Upon receipt of a completed and signed authorization from any of its employees covered by this Agreement, the Employer agrees to deduct from the pay due such employee those dues required as the employee's membership in the Union.

Such authorization shall be effective only as to membership dues becoming due after the delivery date of such authorization to the Personnel Office of the employee's Appointing Authority. 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 same after deductions for Federal Social Security (FICA); 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, if any. Membership dues 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 within the Bargaining Unit from one payroll office to another within the Department, or from one Department to another, shall not be canceled as a result of such transfer within the Bargaining Unit. When an employee returns from a leave of absence, layoff of less than 180 days, or temporary promotion, the authorization shall be reactivated without further action on the part of the employee. An authorization of an employee who is permanently appointed to a position outside the Bargaining Unit shall be canceled and no longer honored upon the effective date of such movement outside the Bargaining Unit.

1 Upon written notification and documentation provided by the Union, the Employer
2 will collect any delinquent dues or voluntary representation fees in accordance
3 with any payment schedule that may have been agreed upon by the employee
4 and the Union.

5 **Section B. Revocation.**

6 Such membership dues or voluntary representation fee deduction authorization
7 may be revoked by the employee at any time by furnishing written notice of such
8 revocation to the Personnel Office of the employee's payroll center or upon
9 expulsion from membership by the Union. The Employer shall forward such
10 notice to the Union within 14 calendar days.

11 **Section C. Maintenance of Membership.**

12 All employees covered by this Agreement who have submitted a valid individual
13 voluntary Membership Dues Deduction or Voluntary Representation Fee
14 Authorization Form to the Employer shall honor such authorization until
15 exercising their opportunity to terminate the authorization.

16 **Section D. Representation Fee Deductions.**

17 An employee may choose to pay a voluntary representation fee to the Union, if
18 one is available. Such voluntary representation fee shall be paid in an amount
19 not to exceed regular bi-weekly dues uniformly assessed against all members of
20 the Union, representing only the employee's proportionate share of the Union's
21 cost germane to collective bargaining, contract administration, grievance
22 administration, and any other cost necessarily or reasonably incurred for the
23 purpose of performing the duties of an exclusive representative of the employees
24 in dealing with the employer on labor-management issues. Such voluntary
25 representation fee payment shall be fulfilled by the employee signing, dating and
26 submitting to the Employer the Authorization for Voluntary "Deduction of
27 Representation Fee" form. This Section shall not take effect until the Union
28 notifies the Employer in writing of the amount of this voluntary representation fee.
29 Such notification may be made on or after the effective date of this Agreement.

1 **Section E. Remittance and Accounting.**

2 Deductions for any biweekly pay period shall be remitted to the designated Union
3 official of MCO, SEIU Local 526-M, CTW, with an alphabetical list of names, by
4 Department and Agency, of all active employees from whom deductions have
5 been made, and the amount deducted, indicating whether it represents union
6 dues or voluntary representation fee, no later than ten calendar days after the
7 close of the pay period of deduction.

8 **Section F. Legal Requirements.**

9 The parties understand and agree that the provisions set forth in Article 5 shall
10 only be applied in accordance with applicable law.

11 **Section G. Bargaining Unit Information Provided to the Union.**

12 The Employer agrees to furnish a biweekly transaction report to the Union in
13 electronic form, listing employees in this unit who are hired, rehired, reinstated,
14 transferred into or out of the Bargaining Unit, transferred between agencies
15 and/or departments, promoted, reclassified, downgraded, placed on leaves of
16 absence of any type including disability, placed on layoff, recalled from layoff,
17 separated (including retirement), added to or deleted from the Bargaining Unit, or
18 who have made any changes in Union deductions. This report shall include the
19 employee's name, identification number, employee status code (appointment
20 type), job code description (class/level), personnel action and reason, effective
21 start and end dates, and process level (department/agency).

22 The Employer will provide a biweekly demographic report to the Union in
23 electronic form, containing the following information for each employee in the
24 Bargaining Unit: the employee's name, identification number, street address, city,
25 state, zip code, telephone number if recorded in HRMN, job code, sex, race, birth
26 date, hire date, process level (department/agency), TKU, Union deduction code,
27 deduction amount, employee status code (appointment type), position code
28 (position type), leave of absence/layoff effective date, continuous service hours,
29 county code, worksite code, unit code and hourly rate.

OSE/MCO, Article 5 Date: _____, Time: _____

- 1 The parties agree that this provision is subject to any prohibition imposed upon
- 2 the employer by courts of competent jurisdiction.
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ARTICLE 6
UNION RIGHTS

Section A. Bulletin Boards.

The Employer agrees to maintain space for Union bulletin boards under the conditions upon which it was previously established to enable employees of the Bargaining Unit to see materials posted thereon by the Union. The size of new bulletin boards will normally be not more than eight square feet. Additions and/or changes to bulletin boards at currently existing work locations, and their location at newly opened facilities, may be established in local Labor-Management meetings, or, if necessary, secondary negotiations. In the event new bulletin boards are mutually agreed upon, the Union shall pay 100% of the materials and installation cost of such new boards.

All materials shall be signed, dated and posted by the President of the Local Chapter or his/her designee. Materials originally prepared by MCO or the Chapter shall be provided upon posting to the warden, facility director, or designee.

No partisan political literature, nor materials ridiculing individuals by name or obvious direct reference, or defamatory to the Employer or the Union shall be posted. The bulletin boards shall be maintained by the President of the Local Chapter or his/her designee, and shall be for the sole and exclusive use of the Union.

Section B. Distribution Service.

The employing Departments agree to continue current practices regarding use of the State Mail System for grievance administration, subject to any modifications in such practice as may be required in accordance with Article 9.

The Employer shall be held harmless for the delivery and security of such distributions, including mailings directed to local Union officials from outside the Agency.

1 No partisan political literature, nor materials ridiculing individuals by name or
2 obvious direct reference, or defamatory to the Employer or the Union, shall be
3 distributed.

4 At the Department of ~~Community Health~~Health and Human Services Center for
5 Forensic Psychiatry, the Agency will supply the Union with a mail box, the
6 structure and location of which shall be the same as other mail boxes at the
7 Agency. The Agency will also provide a distribution tray immediately adjacent to
8 the Union bulletin board to facilitate the distribution of bulk mail.

9 In the Department of Corrections, bulk distribution of Union material will be
10 allowed at each work location. Distribution methods and locations may be
11 discussed in Labor-Management meetings. The Union will be entitled to either a
12 shelf or a receptacle with the capacity to hold a sufficient supply of legal size
13 paper to distribute bulk materials. If requested, such shelf or receptacle will be
14 constructed and mounted by the Department. The Union will reimburse the
15 Department for the cost of the materials and labor for construction only. Such
16 receptacle shall be next to employee time clock or the Union bulletin board.

17 Department of Corrections work locations shall accept mail addressed to
18 authorized Union officials delivered through U.S. Mail or the United Parcel
19 Service. Union mail subject to security policies will be opened and inspected in
20 the presence of a designated Union official.

21 **Section C. Union Information Packet.**

22 The Employer agrees to furnish to new employees of the Bargaining Unit,
23 including employees transferring in and returning from a formal leave of absence,
24 a packet of informational materials supplied to the Employer by the Union. The
25 Employer retains the right to review the material supplied and to distribute
26 materials informing the employees of their rights, obligations, and benefits under
27 this Agreement, Dues and Service Fee Authorization Cards, Union officials'
28 names and jurisdictions, and materials concerning MCO and its affiliations.

1 **Section D. Union Presentation.**

2 During the first week of orientation of new employees, the Union shall be given
3 an opportunity to introduce (or have introduced) a Representative(s) who may
4 speak briefly (normally 20 minutes to 1 hour) to describe the Union's office
5 location, participation in negotiations and general interest, rights, policies and
6 obligations in representing employees. At least one Employer Representative
7 may attend said presentation as an observer, but shall not participate in and/or
8 interfere with the Union presentation. No partisan political material, nor materials
9 ridiculing individuals by name or obvious direct reference or defamatory to the
10 Employer shall be contained in such presentation. Violation of this prohibition
11 shall be cause for suspension and/or revocation of this right by the Employer.

12 Upon request and subject to supervisory approval, a Local Union representative
13 shall be given the opportunity to meet with the new employees on their shift(s) for
14 up to 30 minutes. The meeting will occur within the first week of their initial
15 assignment to a facility or an agreed upon alternate week. Such a meeting may
16 also take place where bargaining unit members are assigned to a new facility as
17 a result of a closure, reorganization or consolidation of facilities. No overtime or
18 equivalent time off shall be authorized.

19 **Section E. Union Office Space.**

20 Subject to its availability, the Employer agrees to provide reasonable office space
21 to the Union readily accessible to employees at work locations with 50 or more
22 Bargaining Unit employees. Current office space locations will be maintained
23 under the conditions upon which they were previously established. However,
24 changes to and/or addition of office space at currently existing work locations and
25 designation of locations at newly opened facilities, shall be discussed and may
26 be established in local Labor-Management meetings, or, if necessary, secondary
27 negotiations. Such office space shall be for the sole and exclusive use of the
28 Union, and shall be provided without lease or charge, excluding telephone,
29 unless required by applicable statute. Access and security will be in accordance
30 with the rules of the local authority. Stewards, Chief Stewards, and Chapter
31 Officers shall be allowed access to the office space during their duty or off-duty

1 hours as applicable, but will be required to comply with Employer's established
2 security procedures.

3 Satisfactory usage and reimbursement arrangements will be made at the facility
4 to permit Union officials at the facility to use photocopying equipment.

5 No partisan political activity shall be conducted in such facilities, and no partisan
6 political literature or material ridiculing individuals by name or obvious direct
7 reference or defamatory to the Employer, shall be prepared in or distributed from
8 such facilities.

9 The Employer reserves the right to withdraw approval for the Union's use of such
10 office space, upon 30 calendar days written notice to the Union, only due to
11 operational requirements, failure to pay statutorily required charges, misuse by
12 the Union or its Agents, or interference with state operations.

13 Where approval has been withdrawn due to operational requirements, and in
14 areas where the Union is not currently occupying office space accessible to
15 Bargaining Unit employees, Departments or Agencies will make good faith efforts
16 to locate and furnish alternative office space which affords the Union reasonable
17 geographic access to the largest feasible number of Bargaining Unit employees.

18 The availability, location, type, size and amount of office space provided to the
19 Union shall not be subject to the grievance procedure, but an allegation that
20 approval for use was withdrawn without cause may be grieved.

21 The Union agrees to indemnify and hold harmless the Employer (the State, any
22 of its departments, agencies, officers, employees or agents) against any and all
23 claims, suits, orders, judgments, attorney fees and costs brought or issued
24 against the Employer arising out of the Union's occupying office space under this
25 Article.

26 **Section F. Union Meetings on State Premises.**

27 The Employer agrees to furnish state conference and meeting rooms for Union
28 meetings upon prior request of the Union, subject to approval by the appropriate
29 local Employer Representative. Such approval shall not be arbitrarily withheld.

1 Such facilities shall be furnished without charge to the Union. Union meetings on
2 State premises shall be governed by operational and/or security considerations
3 of the local authority.

4 **Section G. Telephone Directory.**

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

7 **Section H. Access to Premises by Union Staff and Off-Duty Officials.**

8 The Employer agrees that non-employee staff representatives, and elected or
9 appointed Union officials, shall be permitted access to the premises of the
10 Employer during normal working hours upon advance or concurrent notice to the
11 appropriate Employer Representative. Access shall be for purposes such as, but
12 not limited to, participating in Labor-Management meetings, attending grievance
13 conferences scheduled by the Employer, touring the facility or required
14 administration of this Agreement. Meetings for interviewing grievants or for other
15 reasons related to the administration of this Agreement will normally be held in
16 non-security, non-work areas. Access during other than normal business office
17 hours shall only be upon advance notice and approval, but such approval shall
18 not be unreasonably denied.

19 The Union agrees that such access shall be subject to operational or security
20 measures established and enforced by the Employer, and shall not interfere with
21 the assigned work duties of an employee.

22 The Employer reserves the right to designate a private meeting place whenever
23 possible or to provide a representative to accompany the Union officer or
24 representative where operational or security considerations do not permit
25 unaccompanied Union access. However, this provision shall not be construed to
26 prevent Union access to lobby areas or to areas open to the general public. The
27 Employer or its agents shall not interfere with any of the access rights outlined
28 above. The Employer expressly reserves the right to limit the number of
29 representatives permitted on the premises at any one time, and to suspend such

1 access when necessary to maintain order and control in the work place, and
2 during emergencies or mobilizations.

3 Access authorized by this Section shall be expedited wherever possible.

4 **Section I. Union Identification.**

5 Union staff members will be issued temporary identification cards for use at all
6 Correctional facilities covered by this Agreement. Such identification shall be
7 valid for not more than the effective life of this contract. Such identification shall
8 be relinquished upon the termination of employment with MCO or upon the
9 request of the Departmental Director or designee. The bearer of such
10 identification shall be responsible for complying with sign-in and escort
11 regulations.

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ARTICLE 7

UNION BUSINESS AND ACTIVITIES

Section A. Time Off for Union Business.

To the extent that absence from work does not substantially interfere with the Employer's operations, properly designated Union representatives, regardless of shift assignment, shall be allowed time off without pay for legitimate Union business such as Union meetings, Union Executive Board or Executive Council Meetings, state or area-wide Union committee meetings, state or international SEIU or CTW meetings or conventions; the period of release without pay shall include the time for actual attendance, as well as necessary travel time to and from the function.

1. Notification to the Employer for Use of Leave. Except as may be mutually agreed to on a case by case basis, the Union President or his/her designee shall provide notice containing the name, Agency and Chapter of employees designated to attend such functions at least four business days in advance of the date(s) the employee will be taking time off for Union business. For purposes of this Article, business days are defined as Monday through Friday, excluding holidays. The parties understand that unusual circumstances may arise where leave is requested without the required notice, and agree to work to resolve any issues where possible. The written notice shall be provided to the Department Labor Relations Manager or designee for distribution.

No employee shall be entitled to be released, and the Employer is under no obligation to permit repurchase of annual leave pursuant to these provisions, unless designated by the Union President or his/her designee as provided above.

2. Use of Leave Credits. The employee may utilize any accumulated leave time (compensatory, deferred hours, annual,) in lieu of taking such time off without pay. Such time off shall not be detrimental in any way to the employee's record. When the employee elects to utilize annual leave credits, the

1 employee may "buy back" such credits without limitation or restriction subject
2 to the following regulations:

- 3 a. Employees shall be permitted annual leave absence from work for such
4 Union business up to a maximum of their accrued credits.
- 5 b. The employee/Union may reinstate such expended credits used in the
6 previous six months by payment to the Department at the employee's
7 gross salary and the Employer's share of the employee's insurance
8 premiums. This provision shall be administered in compliance with
9 applicable tax statutes.
- 10 c. Except as may be mutually agreed otherwise on a case-by-case basis,
11 employees/Union shall be allowed to exercise the option of reinstating
12 annual leave for employees at the end of each fiscal year quarter. The
13 required check to "buy-back" the last quarter shall be submitted no later
14 than August 30th. If the annual leave used for Union business causes the
15 employee's annual leave accruals to be insufficient to cover previously
16 approved annual leave, the employee/Union will be allowed to pay for
17 such reinstatement anytime during the quarter.

18 The Union agrees to furnish the Employer the name of the President's designee,
19 in writing, within 30 calendar days following the effective date, or date of
20 approval, of this Agreement, whichever occurs first.

21 **Section B. Loss of Benefits.**

22 Employees who have been granted leave without pay shall not continue to earn
23 annual leave, sick leave and length of service credits for such unpaid leave. The
24 parties agree to minimize time lost from work.

25 **Section C. MCO State-Wide Executive Council.**

26 The Union will furnish to the Office of the State Employer in writing the names,
27 Departments and Chapters of members of the Union's Executive Council within
28 five days after the designation of such members, or as soon thereafter as
29 practicable. Notification of any changes in membership of the Executive Council

1 shall be made in writing to the Office of the State Employer within five days after
2 such change.

3 Members of the Executive Council (not to exceed a total of two from any facility,
4 or three if mutually agreed on a case by case basis) of whose designation the
5 Employer has been properly notified shall be granted time off without loss of pay,
6 pursuant to Section E. of this Article, to attend meetings of the Executive Council.

7 **Section D. Leave for Union Representation Activities During Working**
8 **Hours.**

9 Except as specifically provided by other Articles of this Agreement, employees
10 shall be allowed time off without loss of pay during working hours to attend
11 grievance conferences and arbitration hearings, Labor-Management meetings,
12 disciplinary conferences, meetings of committees if such committees have been
13 established by this Agreement, or meetings called or agreed to by the Employer;
14 such paid time off shall include necessary and reasonable travel time to and from
15 the function when it occurs away from the employee's work location as provided
16 in other applicable articles of this Agreement. Such leave shall be limited to
17 employees who are entitled by the provisions of this Agreement to attend such
18 meetings by virtue of being Union Representatives, Stewards, witnesses and/or
19 grievants.

20 The departmental employer will honor directives issued by the Civil Service
21 Commission concerning administrative leave for required attendance at meetings
22 and hearings called and conducted by the Civil Service Commission. Leave
23 granted under this Section shall not be charged to the Union's Administrative
24 Leave Bank established in Section E. below. If an employee is not released to
25 attend such meetings in accordance with the provisions of this Agreement or in
26 the case of a justified emergency as claimed by the Appointing Authority, the
27 Union may request the appropriate authority to postpone and reschedule such
28 meeting. In those cases where the Union makes such request, the Employer
29 shall grant or concur in such request.

1 **Section E. Administrative Leave Bank.**

2 Subject to the operational needs of the Employer and with adequate prior notice
3 to the departmental employer, employees in this Bargaining Unit designated in
4 accordance with the provisions below shall be permitted time off without loss of
5 pay to attend MCO Executive Board Meetings, Executive Council meetings,
6 Union Conventions and/or Schools, or other valid Union business, subject to the
7 following conditions:

- 8 1. An Administrative Leave Bank is established based on one and two tenth's
9 (1.2) hours of Administrative Leave for each employee in the Bargaining Unit.
10 Such bank shall be computed and established on the basis of the number of
11 employees in the Bargaining Unit at the end of the pay period containing the
12 Agreement effective date and shall be recomputed each year of this
13 Agreement at the end of the first full pay period in January.
- 14 2. At the discretion of the Union, such administrative leave may be used in place
15 of the Union Administrative Leave of Absence in Section G. below.
16 Administrative Leave Bank hours which will not be used for a Union
17 Administrative Leave of Absence shall be allocated and distributed among
18 Departments in proportion to the percentage which Bargaining Unit members
19 at each represents to the entire Bargaining Unit.
- 20 3. Such Administrative Leave may be used within the contract year in which it
21 was granted with any remaining hours carried forward from one year to
22 another.
- 23 4. Such Administrative Leave shall be granted in two hour increments.
- 24 5. Upon the written request of the Union President or his/her designee, such
25 Administrative Leave may be used for the annual leave buy-back authorized
26 in Section A above. In such circumstance, the annual leave balance of the
27 employee, if otherwise eligible for annual leave buy-back, shall be re-credited
28 with the number of hours previously authorized for buy-back, and the
29 Administrative Leave Bank shall be charged an equal number of hours.

1 **Section F. Release and Utilization of Administrative Leave Bank.**

2 Except as may be mutually agreed to locally on a case by case basis, the Union
3 President or his/her designee shall provide notice containing the name and
4 Agency of employees designated or elected to attend such function at least four
5 business days in advance of the date(s) the employee will be taking time off.
6 Such notice shall be confirmed in writing to the named employee's Appointing
7 Authority not later than the first Monday following the end of the pay period in
8 which it was used.

9 No employee shall be entitled to be released and the Employer is under no
10 obligation to grant such time off without loss of pay pursuant to these provisions,
11 unless designated by the Union President or his/her designee as provided above.

12 Where an employee wishes to attend such function as listed above, and the
13 employee desires a change in schedule with another employee capable of
14 performing the work, the appropriate supervisor(s) will make a reasonable effort
15 to approve the voluntary change of schedule between the two employees
16 providing such a change will not result in overtime. Such approval shall not be
17 arbitrarily withheld.

18 In the event the Administrative Leave Bank has been exhausted prior to the
19 anniversary of any year, employees so designated may utilize annual leave in
20 accordance with the provisions of Section A. above.

21 **Section G. Union Administrative Leave Of Absence.**

22 Subject to the provisions of this Section, up to two employees designated in
23 writing by the Union President or Executive Director will be granted a paid Union
24 Administrative Leave of Absence. The Union shall indemnify the Employer for
25 any and all liability arising out of any act or omission of the employee, and for any
26 and all costs arising out of any injury, illness or disability to the employee which
27 may be compensable under the State's Workers' Compensation Act, during the
28 term of the Leave of Absence.

29 During the period of the Leave of Absence, the employee's status for pay,
30 benefits, insurance, retirement, FICA, and other benefits shall be treated as

1 though the employee is working in full 80-hour pay status. However, the
2 employee shall be considered as not subject to the direction and control of the
3 Employer.

4 The Employer shall be entitled to establish reasonable limitations and conditions
5 upon such leave and utilization of administrative leave from the bank established
6 in Sections E and F to protect the integrity of and public confidence in the
7 Departments' programs. The following limitations shall also apply to the leave of
8 absence:

- 9 1. The Union Administrative Leave of Absence shall be in increments of
10 consecutive full pay periods, or as otherwise may be agreed to by the parties.
- 11 2. Except as otherwise agreed by the parties, not more than one employee from
12 any work location shall be entitled to be on such Leave of Absence at any
13 given time.

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ARTICLE 8

UNION REPRESENTATION

Section A. Union Representatives and Jurisdictions.

Employees covered by this Agreement are entitled to be represented in the Grievance Procedure and for other purposes as provided in this Agreement, by a Steward, Chief Steward, or Chapter President. At the discretion and expense of the Union, an MCO Central Office Representative or Executive Board member may provide representation during grievance or disciplinary processes.

The Union is entitled to designate a reasonable number of Stewards and Chief Stewards in accordance with this Section. Stewards and Chief Stewards (and Alternate Stewards, if any) shall be employed or on leave of absence from a position in the Bargaining Unit and shall be representatives for all employees in the Bargaining Unit within their respective jurisdictional area.

1. Chief Stewards: The Union shall be entitled to designate Chief Stewards for the purpose of providing grievance representation at Step 1 and higher steps in more complex or contract interpretation disputes and, where designated in accordance with Article 11 of this Agreement, to participate in Labor-Management Meetings. Chief Stewards have jurisdiction within the Bargaining Unit in their department as designated below except as mutually agreed to by the parties:

Facilities: One Chief Steward per facility, ~~except as provided below in the following facility:~~

DOC-FOA:

Statewide: One Chief Steward.

~~Detroit Reentry Center: One Chief Steward~~

1 2. Stewards: The Union shall be entitled to designate a Steward for each
2 jurisdictional area of Bargaining Unit employment in the Steward's own
3 Department as follows:

4 Facilities: One Steward per shift at each Work Location with 125 or fewer
5 Bargaining Unit positions and one additional Steward for each 125 positions
6 thereafter. The chapter shall determine the jurisdictional area for the
7 additional Stewards except for those specifically designated below:

8 Egeler Correctional Facility: One CMO/CMUO Steward per shift at the Duane
9 Waters ~~Hospital~~Health Center; one additional Steward for the Transportation
10 Unit.

11 DOC-FOA: One Steward per Community Corrections Center or Residential
12 Re-entry Program if staffed with Bargaining Unit employees. Additional
13 Stewards, not to exceed one per shift, may be authorized in secondary
14 negotiations.

15 Camps: One Steward per Camp. Additional Stewards, not to exceed one per
16 shift, may be authorized in secondary negotiations.

17 Unique Operations: As may be mutually agreed upon and documented by
18 MCO Central and the Department.

19 12-Hour Pilot Facilities: One Steward per platoon not to exceed a total of four
20 per facility.

21 3. Alternate Stewards: The Union may also designate one alternate Steward for
22 each Steward listed above. The alternate Steward will have the same
23 jurisdictional area as his/her Steward, and will only be entitled to act as a
24 representative during the absence of the Steward from work.

25 4. Notice of Designation: The Union shall notify the Employer in writing of the
26 names of the Stewards and Chief Stewards and Alternate Stewards, with their
27 jurisdictional areas as described above, as soon as possible after the
28 effective date of this Agreement. The Union shall promptly notify the

1 Employer of any changes or additions to such list of designated Stewards and
2 Chief Stewards as soon as they are made.

3 In the event the Employer has a concern about the Union's designations and/or
4 jurisdictional areas, a representative of the Union and the Employer will meet in a
5 Special Conference at the request of the Employer to resolve such concerns.

6 **Section B. Release of Union Representatives.**

7 No Steward, Chief Steward or Chapter President shall leave work to engage in
8 employee representation activities without first notifying and receiving
9 authorization from his/her supervisor or designee. Such approval shall normally
10 be granted and under no circumstances shall it be unreasonably denied. In the
11 event that approval is not granted for the time requested by such designated
12 representative and the representation activity is within his/her jurisdictional area,
13 the Union, at its discretion, may either request that a different Union
14 Representative be released for such purpose or that the matter be postponed
15 and rescheduled. Such a request shall normally be granted and under no
16 circumstances shall it be unreasonably denied. In making such request, the
17 Union will provide timely representation so that the activity would not be
18 unreasonably delayed.

19 The designated Representative shall not contact or interrupt the employee while
20 at work without first notifying and receiving authorization from the employee's
21 supervisor.

22 In the Department of Corrections Centers, the Employer shall not be obligated to
23 release a Chief Steward from duty for any grievance conference at Step One
24 unless: (1) The designated Steward at the Center at which the conference is
25 being conducted cannot be released for operational reasons; and (2) such
26 Center is within the Chief Steward's jurisdictional area.

27 The Employer shall not be obligated to release a Steward, Chief Steward or
28 Chapter President for any grievance or disciplinary conference if the employee is
29 being represented in such grievance or disciplinary conference by a Union Staff
30 Representative.

1 At its discretion, and on a case by case basis, the Union may designate an MCO
2 Executive Council member to act in lieu of the Chief Steward. In such
3 circumstances, the MCO Executive Council member shall be entitled to enjoy the
4 same rights and privileges as provided herein for the Chief Steward, if the MCO
5 Executive Council member is employed in this Bargaining Unit. At its discretion,
6 the Union may also designate the Executive Council Member as the regular
7 Chief Steward.

8 Release from work authorized in accordance with this Article shall be without loss
9 of pay.

10 **Section C. Right to Representation.**

11 An employee shall be entitled to Union representation as provided for in this
12 Agreement.

13 **Section D. Union Negotiating Committees.**

14 Employees covered by this Agreement will be represented in primary and
15 secondary level negotiations conducted during the term of this Agreement in
16 accordance with this Section.

17 1. Primary Negotiations. The Union will designate a primary-level negotiation
18 team who, if state employees, shall be employed or on leave of absence from
19 a position in this Bargaining Unit. By mutual agreement between the parties to
20 such primary negotiations, the Union may designate up to seven alternates
21 who are employed in this Bargaining Unit to participate in such negotiations
22 based upon the issues scheduled on the negotiations agenda.

23 2. Secondary Negotiations. In the Department of Corrections, the Union shall be
24 entitled to designate up to seven secondary negotiation team members; in the
25 Department of ~~Community Health~~Health and Human Services, the Union shall
26 be entitled to designate up to three secondary negotiation team members.
27 Secondary level negotiation team members shall be employed or on leave of
28 absence from a position in this Unit in the Department to which such
29 secondary negotiations pertain.

1 3. Pay for Union Negotiation Committees. Not more than 12 primary level
2 negotiation team members, and not more than seven Department of
3 Corrections and not more than three Department of ~~Community Health~~Health
4 and Human Services Secondary Negotiation Team Members, shall normally
5 be entitled to be released from scheduled work to participate in negotiations.

6 Such release shall normally be granted and under no circumstances shall
7 unreasonably be denied. Such employees shall lose no normal pay, benefits, or
8 leave credits while attending mutually scheduled negotiation meetings, provided
9 that in primary negotiations not more than one employee from any facility; and
10 two from any facility at which a Statewide Executive Board member is employed
11 shall be entitled to be released from work to attend such negotiations without loss
12 of pay, benefits, or leave credits. Overtime, travel time and travel expenses are
13 not authorized. For purposes of this Section, properly designated Union
14 representatives from the afternoon or night shifts shall be permitted an equivalent
15 amount of time off from scheduled work on the upcoming or previous shift.

16 **Section E. Shift Preference.**

17 In the Department of Corrections and the Department of ~~Community~~
18 ~~Health~~Health and Human Services, Chapter Presidents, Chief Stewards, and
19 MCO State Executive Board members (if employed in the Bargaining Unit) will be
20 granted superseniority for the purpose of selecting the shifts and days off (where
21 appropriate) that would be the most convenient for such Union official to have the
22 necessary contact with management or in order to carry out responsibilities
23 under this Agreement. Work crew leader and transportation positions shall be
24 exempt from this superseniority provision, although nothing shall preclude Union
25 officials from using their actual seniority to attain such positions. This selection
26 will be made on the basis of the first available opening after the Union official
27 properly makes his/her selection known under Parts A and C of Article 15. The
28 30-day waiting period provided for in Article 15 shall not apply.

29 A Union official who uses superseniority for shift transfer or days off shall remain
30 on the shift transfer list for that shift or days off. If the Union official then qualifies
31 to stay on that shift or days by virtue of actual seniority, he or she shall be

1 considered to have successfully bid for that assignment at the end of his or her
2 term of office. A Union official who leaves office without qualifying by actual
3 seniority to remain on the shift or days off shall move to the shift (or days off,
4 where appropriate) that they came from prior to entering office, or other shift or
5 days off which their seniority qualifies them for upon the first available opening
6 (provided they are properly on the list for transfer under Article 15, Parts A and
7 C). Nothing in this article shall preclude such Union officials from bidding on a
8 preferred shift using the shift transfer list provided for in Article 15, based upon
9 their actual seniority.

10 Difficulties in administering this Section will be addressed and resolved in local
11 Labor-Management meetings.

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ARTICLE 9

GRIEVANCE PROCEDURE

Section A. General.

A grievance is defined as a written complaint alleging there has been a violation, misinterpretation or misapplication of any provision of this Agreement; alleging a violation of any condition of employment established or continued in this Agreement, or in any Employer rule, policy, law, procedure, or regulation, if such condition of employment is a mandatory subject of bargaining under the Civil Service Rules and Regulations; 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 pertaining to a condition of employment which is or would have been a mandatory subject of bargaining. A claim concerning an appointment to a position outside this Unit is not a grievance under this Agreement.

The parties recognize and affirm that the premise upon which the Security Unit contractual grievance procedure is predicated is the mutual good faith and commitment by both the Union and the Employer to determine, process, discuss, answer and, as appropriate, adjust and resolve all grievances promptly and within the parties' scope of authority. Implicit in this affirmation is the mutual duty of representatives of the Union and the Employer to make a sincere and determined effort to settle meritorious grievances, and to keep the grievance procedure free from non-meritorious grievances.

It is understood that officials designated respectively by the Union and the Employer to represent them at the various steps of the grievance procedure shall have the full authority to adjust grievances in accordance with the terms of the approved collective bargaining contract, and will be held accountable for exercising such authority in good faith. It is also understood that contractual grievance settlements and decisions entered at advanced steps in the grievance procedure will be implemented by the agency and Union officials involved in a

1 prompt and thorough manner, and within the scope of authority delegated to
2 them.

3 The grievance procedure provided herein, including the supplemental process
4 appended to this Article, is the exclusive procedure of the parties and
5 supersedes any previous procedure. The premises upon which this procedure is
6 predicated are good faith and the mutual responsibility of both the Union and the
7 Employer to determine, process, discuss, answer and, where appropriate, adjust
8 all grievances in a timely fashion and within the scope of the parties' authority.
9 This grievance procedure set out above shall not be used for the adjustment of
10 any dispute for which the Civil Service Rules or Regulations require the exclusive
11 use of a Civil Service forum or procedure. Disputes concerning prohibited
12 subjects of bargaining shall not be subject to this procedure, as this contract
13 does not make any guarantees with respect to such matters.

14 Grievance decisions or settlements reached at any step prior to an arbitration
15 award shall not be precedent setting or prejudicial with respect to any other case,
16 past, present or future and shall be inadmissible in any arbitration hearing, unless
17 expressly provided by its own terms. No party shall interfere with the right to
18 prompt, orderly, and timely grievance administration through abuse of this
19 procedure.

20 Only related subject matter shall be addressed in any one grievance. The
21 grievance shall contain the clearest possible statement of the grievance by
22 indicating the issue involved, the relief sought, the date the incident or alleged
23 violation took place, and the specific section or sections of this Agreement
24 involved. The grievance shall be presented to the appropriate management
25 representative on a form mutually agreed upon and supplied by MCO and the
26 Employer, and shall be signed and dated by the grievant(s) and/or the Steward.

27 It is expressly understood and agreed that the specific provisions of this
28 Agreement take precedence over policies, rules, regulations, conditions and
29 practices contrary thereto. No expansion or modification of this Agreement shall

1 be made except by written mutual agreement between the Employer and the
2 Union.

3 The parties agree that the universal principle of labor relations which provides
4 that employees shall work while grieving is to be applied in interpreting this
5 Contract.

6 Neither the Employer nor the Union will release names of grievants or details of
7 grievances in a manner which the party knows, or should expect, would
8 embarrass a grievant or a supervisor.

9 According to the terms of this Agreement, MCO retains jurisdiction over all
10 grievances including, but not limited to, adjusting, appealing or withdrawing.

11 However, the Employer expressly reserves the right to require an individual
12 employee to sign a release in conjunction with a grievance settlement if the
13 grievance alleges employment discrimination or other tortuous conduct on behalf
14 of the Employer.

15 Where an employee withdraws from a grievance as part of a settlement in a
16 lawsuit pertaining to the same facts giving rise to the grievance, such withdrawal
17 by the employee from the grievance shall not impair the right of the Union to
18 pursue the grievance principles to protect the collective interests of the
19 Bargaining Unit members as a whole.

20 When an individual grievant(s) or MCO is satisfied with the resolution of a
21 grievance offered by the Employer, processing the grievance will end. However,
22 when acting in the collective interests of Bargaining Unit members, the Union
23 may initiate and continue to grieve violation(s) concerning the application or
24 interpretation of this Agreement. Such grievance(s) shall identify, to the extent
25 possible, individual employees and/or classes with examples of employees
26 affected. MCO itself may grieve alleged violations of rights conferred solely upon
27 the Union by this Agreement; such grievance(s) shall be filed at the appropriate
28 step by a Chief Steward or Union officer designated by the Union to act in such
29 capacity.

1 Group grievances are defined as, and limited to, those grievances which cover
2 more than one employee and which pertain to like circumstances and facts for
3 the grievants involved. Group grievances, to the extent possible, shall name
4 employees and/or classifications with examples of employees covered and may,
5 at the option of the Union, be submitted at Step 2. Group grievances shall be so
6 designated at the first appropriate step of the grievance procedure.

7 **Section B. Initiation and Processing of Grievances.**

8 Any employee believing he/she has cause for grievance may orally raise the
9 grievance with his/her immediate supervisor when there is a reasonable belief
10 that the ability to resolve the complaint is within the scope of the supervisor's
11 authority. The supervisor shall make a good faith effort to resolve such complaint
12 within the scope of his/her authority. It is the intent of the parties to attempt to
13 resolve problems before they become written grievances.

14 All grievances shall be presented promptly, and filed in writing no later than 21
15 calendar days from the date the employee first became aware or, by the exercise
16 of reasonable diligence, should have become aware of the cause of such
17 grievance. The date on which a counseling, reprimand, less than satisfactory
18 rating or notice of suspension or discharge is given or mailed to the employee
19 shall be considered the first day of the 21-day time frame.

20 In the case of on-going administrative payroll errors, grievances shall be
21 presented within 21 days from when the error was reflected in the employee's
22 pay, or from when the employee becomes aware of the error, whichever is later.
23 Calendar days, for the purpose of this Article, are defined as consecutive periods
24 of 24 hours beginning at midnight on the first day and ending at midnight on the
25 last day.

26 Employees shall present grievances, either through the designated Union
27 Representative or directly themselves, at the appropriate initial step of the
28 grievance procedure. If the employee files the grievance directly, he/she must
29 obtain the appropriate form from the union (or personnel office), which will be
30 recorded pursuant to current practice. The employee shall be responsible to

1 supply the union with a copy of the original statement of grievance, if not
2 previously provided, as well as any answer that may have been received. There
3 shall be no further discussion on the written grievance until the appropriate Union
4 Representative has been afforded a reasonable opportunity to be present at any
5 grievance meeting(s) with the employee(s). Any settlement reached shall be
6 communicated to the Union and shall not be inconsistent with the provisions of
7 this Agreement.

8 Grievances which by nature are not capable of being settled at a preliminary step
9 of the grievance procedure may by mutual agreement be filed at the agreed upon
10 advanced step where the action giving rise to the grievance was initiated or
11 where the requested relief could be granted. The Union shall not be required to
12 file a grievance at a step below the level at which the action giving rise to the
13 grievance took place.

14 The parties recognize the authority of the Employer to suspend, demote,
15 discharge, or take other appropriate disciplinary action against employees only
16 for just cause. A non-probationary employee who alleges that such action was
17 not based on just cause may initiate a grievance regarding a demotion,
18 suspension, payment of a fine in lieu of suspension, forfeiture of leave credits, or
19 discharge taken by the Employer.;

20 1. In the Department of Corrections, grievances regarding any disciplinary action
21 ~~for a penalty determined by the director or his/her designee~~ shall be filed
22 directly to Step 2. ~~All other disciplinary action grievances shall be initiated in~~
23 ~~writing and filed to the Step 1 designee. The department agrees to notify the~~
24 ~~employee and Union if the director or his/her designee determined the~~
25 ~~disciplinary action.~~

26 2. In the Department of ~~Community Health~~Health and Human Services,
27 grievances regarding disciplinary suspension, demotion or discharge shall be
28 filed directly to Step 2.

1 There shall be no appeal beyond Step 2 on initial probationary service ratings or
2 separation of initial probationary employees which occur during or upon
3 expiration of the probationary period.

4 Counseling memoranda, reprimands and annual performance ratings are not
5 appealable beyond Step 2, but the Union may seek a redetermination in a
6 counseling memorandum or written reprimand grievance as provided below:

7 Redetermination on Counseling Memoranda and Written Reprimands: The
8 Union may seek a redetermination of a Step 2 denial of a grievance over
9 formal counseling or written reprimand by submitting the reasons and facts for
10 such appeal to the involved employee's Department Human Resources
11 Director or Designee(s) within 45 calendar days of receipt of the Step 2
12 grievance answer. Such appeal will be submitted in writing by the MCO
13 President or MCO Executive Director and will contain a request to re-evaluate
14 the denial, the specific rationale behind the request, any new facts not
15 available at previous steps, and the relief sought.

16 Upon receipt of such appeal, the Human Resources Director or Designee will
17 evaluate the facts and fairness of such formal counseling or written reprimand
18 based upon the information received in the appeal, any necessary further
19 investigation, and submit findings to the initiating party within 21 calendar
20 days (unless mutually extended) of receipt of appeal or conference, if
21 applicable.

22 No conference or meeting will be held on any formal counseling or written
23 reprimand appeal unless the parties mutually agree that the facts of such
24 case are too complex to be appealed only in writing and would better be
25 served by a meeting on the matter.

26 It is the intent of the parties that the Union will only appeal those cases where
27 it is apparent the facts of the case were not fully communicated at Step 2.

1 Nothing herein shall be construed to permit the appeal of any grievance
2 regarding a counseling memorandum or written reprimand beyond such
3 redetermination procedure.

4 Unsatisfactory service rating grievances of employees who have successfully
5 completed the initial probationary period may be appealed by MCO to Arbitration.

6 Immediately prior to a mutually scheduled meeting with management at each
7 step of the grievance procedure, the grievant and the designated MCO
8 Representative will be permitted a reasonable amount of time, normally not to
9 exceed one-half hour, without loss of pay for consultation and preparation for
10 such grievance meeting during their regularly scheduled hours of employment.
11 Overtime is not authorized.

12 One designated Steward or Chief Steward will be permitted to process a
13 grievance without loss of pay. In a group grievance two grievants and one
14 designated MCO Steward or Chief Steward shall be entitled to appear without
15 loss of pay.

16 If a grievant, designated Union Representative, or necessary witness is required
17 to attend a grievance conference or arbitration hearing scheduled away from
18 his/her work location and at a time outside their regular shift, such employee
19 shall be permitted to attend such meeting or hearing without loss of pay. Second
20 and third shift employees shall be allowed reasonable travel to and from the work
21 place and shall receive equivalent time off the following shift only, if such
22 employee's next shift is scheduled to commence within 16 hours from the
23 termination of the hearing or meeting. Travel expenses and overtime are not
24 authorized.

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

1 **Section C. Grievance Procedure.**

2 Any employee having a complaint is encouraged to discuss the complaint with
3 his/her immediate supervisor who will make a good faith effort to resolve the
4 complaint within the scope of his/her authority.

5 Step 1: If satisfactory resolution is not reached with the employee's supervisor,
6 the grievance must be filed in writing to the Step 1 official designated by the
7 Department. Such appeal shall be considered timely if filed within the 21-
8 calendar day time limit for initiation of a grievance. The parties, upon request of
9 either the Union or the designated official, will meet to discuss and resolve the
10 grievance if possible. The grievant shall be entitled to attend if such attendance is
11 requested by the Union or management official. A written answer will be returned
12 to the grievant and designated MCO Representative within 21 calendar days
13 from receipt of the written appeal to Step 1. The Union will provide written
14 confirmation to the Department of the appeal or withdrawal of each grievance
15 between Step 1 and arbitration.

16 Grievance meetings as provided for in this Step involving 2nd or 3rd shift
17 employees shall be held as conveniently as possible to the grievant's shift and
18 normally immediately precede or follow the grievant's shift by one hour.

19 Step 2: If satisfactory settlement is not reached at Step1, to be considered
20 further, within 45 calendar days from receipt of the Step 1 written answer (or the
21 date the answer was due if no answer was provided), the grievance shall be
22 appealed to the Departmental Appointing Authority (or designee) by the MCO
23 Central Office. In DOC where the grievance is regarding a disciplinary penalty
24 ~~determined by the director or his/her designee~~, and in DCH-DHHS the grievant
25 may be entitled to attend the Step 2 conference if such attendance is requested
26 by the Union or management official. The Departmental Representative may
27 meet with the designated MCO Representative(s) to attempt to resolve the
28 grievance; however, such meeting shall occur concerning suspension without
29 pay, unsatisfactory rating (for non-probationary employees only), discharge or
30 demotion. A Step 2 conference is discretionary, and is not mandatory, for a
31 grievance concerning a probationary employee who has received an

1 unsatisfactory service rating, but which does not involve the employee's
2 discharge. The written answer of the Step 2 official will be provided to the
3 grievant and the designated MCO Representative within 30 calendar days from
4 the receipt of the written appeal to Step 2. The above time limits may be
5 extended by mutual agreement of the parties.

6 Departmental Pre-Arbitration Appeal: If satisfactory settlement is not reached on
7 the basis of the Employer's Step 2 written answer or if no answer is provided
8 within the Step 2 time limits or agreed upon extension, to be considered further
9 the MCO Executive Board or its agent shall appeal the grievance to pre-
10 arbitration within 45 calendar days from receipt of the Step 2 written answer (or
11 the date the answer was due if no answer was provided), with a copy to OSE. A
12 designated representative of the Department where the grievance originated
13 shall meet with the designated MCO official to discuss the grievance. As
14 necessary and upon mutual agreement, an MCO Executive Board Member or
15 Chapter President may be designated by the President to attend as an Alternate,
16 provided that such Alternate is not the grievant. An effort shall be made at such
17 meeting(s) to arrive at a fair and equitable settlement to avoid the necessity of an
18 arbitration hearing. Such settlements, if reached, shall be confirmed in writing.
19 The Union shall provide a copy of all pre-arbitration settlements to OSE within 15
20 calendar days of receipt by the Union. For the purpose of this Section, the
21 Departmental Representative shall be other than the official who answered at
22 Step 2, except by mutual agreement. In the event more than one Departmental
23 Representative attends such meeting, one of the Departmental Representatives
24 may be the Step 2 official.

25 **Section D. Arbitration.**

26 If satisfactory settlement is not reached at the final Departmental Step, only the
27 MCO Executive Board or its agent may appeal the grievance to Arbitration within
28 90 calendar days from the date of transmittal of the pre-arb answer. The Union
29 may raise the issue of the transmittal date upon receipt of the answer if there is a
30 question regarding the mailing date. A copy of the arbitration demand shall be
31 served upon the departmental employer and the Office of the State Employer.

1 If an unresolved grievance is not timely appealed to Arbitration, it shall be
2 considered closed without prejudice or precedent in the resolution of other
3 grievances.

4 In the event a non-disciplinary contract interpretation or application grievance has
5 been properly filed for Arbitration, at the request of MCO, the departmental
6 employer or the Office of the State Employer, a conference between a
7 representative of the Office of the State Employer, the Department, and the
8 Union shall be held for the purpose of clarifying, stipulating and recording the
9 issues to be arbitrated including any dispute related thereto, and to attempt to
10 arrive at a fair and equitable settlement. All threshold issues shall be raised, if
11 known, prior to the arbitration hearing.

12 The Arbitrator shall be selected and the hearing conducted under the rules of the
13 American Arbitration Association (AAA). During the life of this Agreement, the
14 parties may mutually agree to use the Federal Mediation and Conciliation Service
15 for such purposes or a system where the Arbitrator is selected from a mutually
16 agreed upon panel of Arbitrators.

17 In addition, the parties agree to mutually explore an alternative grievance
18 resolution process involving the ~~Department of Civil Service~~Civil Service
19 Commission, which process would include the following elements: The scope of
20 the procedure would be limited to only those cases which the parties have
21 mutually agreed to submit to such procedure; only those cases involving
22 disciplinary suspensions will be eligible for this procedure; the decision of the
23 Civil Service Hearing Officer must be rendered within 14 calendar days; the
24 decision shall include no explanation or rationale other than an indication of
25 whether the grievance is granted or denied; the decision of the Civil Service
26 Hearing Officer shall be final and binding on all parties.

27 The expenses and fees as billed by the Arbitrator shall be borne by the losing
28 party. The Arbitrator shall have the authority to prorate the cost where a decision
29 does not clearly state which party is the losing party. The filing fee shall be paid

1 by the losing party. The expenses of a hearing reporter shall be borne by the
2 party requesting the reporter unless the parties jointly agree to share such costs.

3 The parties may propose consolidation of grievance arbitration cases for
4 arbitration hearings where such cases concern similar issues. The parties will
5 continue to discuss expedited grievance arbitration or mediation procedure, as
6 well as the types of cases which will be subject to such expedited procedure.

7 The Arbitrator shall only have the authority to determine compliance with the
8 provisions of this Agreement. The Arbitrator shall be the judge of the relevance
9 and materiality of the evidence offered and conformity to legal rules of evidence
10 shall not be necessary. No monetary award may be made for attorney or witness
11 fees arising out of, or attributable to, the grievance appeal. The Arbitrator shall
12 not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any
13 way the provisions of the Civil Service Rules and Regulations and this
14 Agreement and shall not make any award which in effect would grant MCO or the
15 Employer any rights or privileges which were not obtained or preserved in the
16 contract provisions. The authority of the Arbitrator shall remain subject to and
17 subordinate to the limitations and restrictions on subject matter and personal
18 jurisdiction in the Civil Service Rules and Regulations.

19 Except as provided in Civil Service Rules and Regulations, the decision of the
20 Arbitrator will be final and binding on all parties to this Agreement and an
21 Arbitration decision shall not be appealable to the Civil Service Commission. The
22 written decision of the Arbitrator shall be rendered within 30 calendar days from
23 the closing of the record of the hearing. However, when the Arbitrator declares a
24 bench decision, such decision shall be rendered in writing within 15 calendar
25 days from the date of the arbitration hearing. A written copy of the decision shall
26 be provided, and, if available from either the arbitrator or AAA, in electronic
27 format (disc) and sent to both the Union and Employer representatives and to
28 OSE.

1 **Section E. Time Limits.**

2 Grievances not appealed within the designated time limits of the grievance
3 procedure will automatically result in the grievance being considered closed.
4 Grievances not answered by the Employer within the designated time limits at
5 any step of the grievance procedure shall be considered automatically
6 appealable to the next step. When the Employer does not provide the required
7 answer to a grievance within the time limit provided at Steps 1 or 2, the time
8 limits for filing at the next step shall be extended for 14 additional calendar days,
9 unless mutually extended further. The time limits at any step or for any
10 conference may be extended by written mutual agreement of the parties involved
11 at that particular step.

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

19 **Section F. Retroactivity.**

20 Settlement of any grievance may or may not be retroactive as the equities of the
21 particular case may demand as determined by the Arbitrator. In any case where
22 it is determined that the award should be applied retroactively, except for
23 administrative errors relating to the payment of wages, the maximum period of
24 retroactivity allowed shall be a date not earlier than 180 calendar days prior to
25 the initiation of the written grievance at the First Step. In cases of administrative
26 error, the employee shall be entitled to be made whole for up to 26 pay periods
27 from when the Employer was made aware of such error.

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

1 claims of back wages based on involuntary separation shall be limited to the
2 amount of base, holiday, and shift premium wages, excluding incidental overtime,
3 the employee would otherwise have earned, less any unemployment
4 compensation, workers' compensation, long-term disability benefits, social
5 security benefits, welfare payments or compensation from any employment or
6 other source received during the period for which the back pay is awarded;
7 however, earnings from approved supplemental employment shall not be
8 deducted.

9 **Section G. Documents and Witnesses.**

10 Upon written request, the MCO Central Office, or its designee, shall have access
11 to and normally receive specific written, taped, recorded or electronic exhibits not
12 previously provided or records available from the Employer not prohibited by law,
13 and pertinent to the grievance under consideration. Discretion permitted under
14 the Freedom of Information Act shall not be impaired by this Section. Documents
15 requested under this Section shall be provided in a timely manner. Disputes
16 regarding receipt of evidence under this section shall be addressed by MCO and
17 the Department. This does not preclude the Union from grieving if the dispute is
18 not resolved.

19 Upon request, prior to a scheduled Arbitration Hearing, all documents or other
20 materials not previously provided or exchanged which either party intends to use
21 as evidence will be forwarded to the other party. However, such response shall
22 not limit either party in the presentation of necessary evidence.

23 Arbitration Hearings will be held at the location which best minimizes time lost
24 from work. At least 14 calendar days before a scheduled Arbitration Hearing, the
25 Union shall provide the Employer a written list of the witnesses it plans to call and
26 who it requests to be relieved from duty. Nothing shall preclude the calling of
27 previously unidentified witnesses. Upon request the Employer shall also provide
28 a list of those it intends to call as witnesses.

29 Employees required to testify will be made available without loss of pay;
30 however, whenever possible, they shall be placed on call to minimize time lost

1 from work. Employees who have completed their testimony shall return promptly
2 to work when their testimony is concluded unless they are required to assist the
3 principal Union Representative(s) in the conduct of the case. The intent of the
4 parties is to minimize time lost from work.

5 In the event the arbitration hearing is held on the witness's workday at other than
6 the witness's scheduled work time, the properly designated union witness shall
7 be permitted an equivalent amount of time off (including reasonable and
8 necessary travel time if held away from the witness's work location) from
9 scheduled work on his/her upcoming or previous shift or, by mutual agreement,
10 on another day in the pay period. Employee requests to utilize available leave
11 credits for the remainder of the partial shift may be granted at the sole discretion
12 of the Employer, but should not be unreasonably denied.

13 **SUPPLEMENTAL GRIEVANCE PROCEDURE**

14 During the negotiations leading to the 1999 Agreement, the parties agreed to the
15 following provisions as a supplement to the general procedure in an effort to
16 expedite the resolution of grievances. Elements of this procedure may be
17 invoked as appropriate under the conditions listed below:

- 18 1. Where a backlog of grievances exists (10 or more) at a single Work Location
19 (or between several locations with a shared administration), the parties shall
20 timely arrange for a grievance resolution conference at the Work Location or
21 mutually agreed upon location. The parties must find a mutually acceptable
22 date within 30 calendar days of request by either party. Those in attendance
23 must possess the ability to resolve any issues, however the Union's internal
24 appeal procedure may continue. Nothing shall preclude the parties from
25 mutually agreeing to meet where a significant backlog does not exist.

- 26 2. For grievances timely filed to arbitration, the parties agree to establish an
27 expedited arbitration process. Only grievances in which the parties stipulate
28 to the factual issues shall be part of this process. Neither party shall call any
29 witnesses. Briefs, if filed, shall be mailed to the Arbitrator for exchange within
30 21 calendar days from conclusion of the arbitration, unless mutually agreed to

1 otherwise. The Arbitrator's decision shall only contain his/her decision and
2 rationale for the decision, and shall normally be issued within 14 calendar
3 days. It is the intent of the parties that multiple grievances may be scheduled
4 and heard on the same day.

5 3. Prior to the filing of the arbitration demand, the parties will schedule a
6 mutually acceptable preferred hearing date and alternate hearing date, and
7 notify AAA of the selected dates with the filing of the arbitration demand. It is
8 the parties' intent that these dates will normally be between 60 and 90
9 calendar days from the filing of the arbitration demand. The parties shall
10 mutually agree to a list of Arbitrators for use in this procedure.

11 4. To the extent possible, AAA shall provide the parties with a list of Arbitrators
12 who are available on the selected date(s).

13 The above procedures are subject to modification by the parties as mutually
14 agreeable and necessary to improve the process. Both parties will attempt to
15 make the grievance procedure a timely process so that resolution of issues is not
16 delayed. This supplemental procedure shall remain in effect for one year upon
17 Civil Service approval, at which time the parties may modify or discontinue this
18 process by mutual agreement.

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ARTICLE 10

DISCIPLINARY ACTION

Section A. General.

The Union recognizes the authority and responsibility of the Employer to take timely, and reasonable disciplinary action against employees for just cause. Discipline 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. For purposes of this Article, disciplinary action, or investigation to determine whether disciplinary action should be taken, is timely only when commenced within 21 calendar days following the date on which the Employer had reasonable basis to believe that such action or investigation should be taken. Disciplinary action includes: written reprimand; involuntary demotions; suspension without pay; forfeiture of accrued annual leave in lieu of suspension; payment of fines in lieu of suspension; unsatisfactory or follow-up interim rating and discharge. The suspension without pay of a probationary employee during or at the end of the pay period in which the initial probationary period expires, pending separation for unsatisfactory service, as well as the separation itself in such circumstances, shall not be considered disciplinary action for purposes of this Article.

A demotion will not be considered disciplinary action if it is a result of ~~the a status~~ employee failing to satisfactorily complete a required probationary period upon promotion or transfer; in conjunction with the layoff or "bump" of the employee; or the voluntary or contractually required transfer or reassignment of the employee to a position allocated at a lower level, if voluntary, or required by Civil Service merit-based rules, or this contract, if unaccompanied by disciplinary action of some other kind.

Placing an employee on "lost time" (leave without pay) for the period of an employee's unauthorized absence from work shall not be considered disciplinary action. However, if the employee has requested authorization to use accrued leave credits for such time and it is denied, the denial shall not be exempt from

1 the scope of the grievance procedure solely on the basis that the denial is not
2 disciplinary action.

3 The decision whether to offer an employee the option to forfeit accrued annual
4 leave, or assess the suspension, shall be in the sole discretion of the Employer,
5 and is not grievable.

6 Just cause for disciplinary action will include, but not be limited to:

- 7 a. Failure to carry out assigned duties and responsibilities required by the
8 Employer;
- 9 b. Conduct unbecoming a state employee;
- 10 c. Unsatisfactory service;
- 11 d. Violation of Employer work rules, policies, regulations or directives pertaining
12 to performance, conduct or safety.

13 **Section B. Investigation.**

14 The parties agree that disciplinary action must be supported by timely and
15 accurate investigation, but investigations shall not be unduly prolonged. The
16 Employer has the right to receive prompt, accurate and truthful answers to
17 questions put to the employee concerning any matter regulated by the Employer,
18 related to conduct or performance, or which may have a bearing upon the
19 employee's fitness, availability or performance of duty. The employee shall be
20 afforded 24 hours to respond without undue delay from the time he/she receives
21 the written questionnaire or request for written statement. This 24-hour period
22 does not apply to the requirement to submit a critical incident report.

23 1. Union Representation. Bargaining Unit members are entitled to be
24 accompanied by the designated Union Representative for his/her work area,
25 or other individual approved by the MCO Central Office in any of the
26 following:

- 27 a. In any disciplinary conference conducted pursuant to Section D. below.

- 1 b. When the employee's own conduct is the direct object of the investigation,
2 the employee shall have the opportunity to confer with a Union
3 Representative, before submitting a written statement or questionnaire.
4 The employee shall have 24 hours to submit his/her response. This 24-
5 hour period does not apply to the requirement to submit a critical incident
6 report.
- 7 c. In any investigatory interview, where the employee is the subject of the
8 investigation, the Employer shall advise the employee of his/her right to a
9 Union Representative. The employee may request a Union
10 Representative at any time subsequent to being advised of this right.
- 11 d. During the course of any other investigatory interview, if it is determined
12 that the employee being interviewed could become the subject of an
13 investigation, the interview will be stopped and the employee will be
14 offered the opportunity to obtain representation before the interview is
15 continued.
- 16 e. In addition to the above, employees may request Union representation in
17 any investigatory interview where:
- 18 i. The investigatory interview is recorded, videotaped, or a verbatim
19 transcribed record of the interview is created by the Employer; or
- 20 ii. The employee has been suspended or removed from the work
21 premises pursuant to Section C. below; or
- 22 iii. The employee has been suspended (with or without pay), or
23 reassigned from the employee's regular job assignment; or
- 24 iv. The employee has been specifically charged in writing with one or
25 more instances of misconduct; or
- 26 v. The employee is directed to report on his/her own conduct (as a
27 principal in an investigation) to a patient or resident abuse committee
28 or Fact Finder. If the employee is called as a witness during the course
29 of the investigatory interview, and it is determined that the employee

1 being interviewed could become the subject of an investigation, the
2 interview will be stopped and the employee will be offered the
3 opportunity to obtain representation before the interview is continued;
4 or

5 vi. The interview is attended by more than one supervisor or Employer
6 Representative, and the employee is not represented by a Union Staff
7 Representative (in the event that a Staff Representative is to attend,
8 the Employer shall be given as much advance notice as possible).

9 It shall be the responsibility of the Employer, upon the employee's request, to
10 secure the release of the local chapter Union Representative.

11 When an employee is entitled to be accompanied by the Union Representative at
12 a conference under this Article, the employee and the designated Union
13 Representative may be allowed time, not to exceed one-half hour, immediately
14 prior and contiguous to the scheduled conference, to permit them to confer about
15 the subject matter of the conference. Such time shall be without loss of pay.
16 Such one-half hour conference time shall not be required unless requested by
17 the employee or the Union Representative, nor shall it be required if the amount
18 of time elapsed between the time the employee received notice of the conference
19 and the start of the conference is 48 hours or more.

20 2. Role of the Union Representative. Union Representatives in attendance at
21 such interviews or conferences shall be:

- 22 a. Informed of the subject of the meeting,
- 23 b. Allowed to clarify or object to confusing questions,
- 24 c. Allowed to provide information to support the employee's case,
- 25 d. Allowed to assist the employee in presenting his/her evidence and/or
26 argument, and pointing out other relevant matters. The Employer may,
27 however, insist upon communicating directly to and with the employee
28 regarding the matters under discussion during the conference or interview.

1 None of the above is intended to circumvent the normal relationship between the
2 supervisor and employee as it pertains to discussions and counseling. The right
3 to Union representation shall not apply to conversations between an employee
4 and the supervisor for the purpose of giving instruction concerning work
5 performance, providing training or retraining, or correction of work habits or
6 techniques.

7 3. Questionnaires and Interviews.

8 a. Written Questionnaire.

9 i. When a written statement of any kind is requested from an employee,
10 the employee shall be given the request in writing and the employee
11 shall to the best of his/her ability provide an accurate and truthful
12 written statement on the matter being investigated, including answers
13 to any specific questions included in the request.

14 ii. The employee shall be given a copy of the questionnaire and, if
15 available, sign for its receipt.

16 iii. The questionnaire shall contain questions pertaining to the incident
17 under investigation. [Note: When a critical or unusual incident report is
18 required, the employee may be required to provide a narrative
19 statement regarding the incident without the necessity of specific
20 written questions. Such report shall be provided promptly and
21 accurately to the best of the employee's ability.]

22 iv. The employee shall be afforded a reasonable time to respond without
23 undue delay. When the employee is the subject of the investigation,
24 he/she shall have 24 hours to submit his/her response.

25 v. A copy of the written response shall be provided to the employee who
26 shall have 24 hours to review, amend, change or correct said
27 statement.

28 b. Oral Interview.

- 1 i. As soon as the document is available after the conclusion of the
2 interview, the employee shall have the opportunity to review the
3 questions and answers documented by the investigator.
- 4 ii. Once reviewed, the employee shall have the right to place his/her
5 initials on each page of the recorded answer or summary to affirm its
6 accuracy.
- 7 iii. If the employee finds that a recorded answer is inaccurate or
8 incomplete and the record is not modified by the investigator, the
9 employee shall be allowed to provide a written response to the specific
10 question of concern.
- 11 iv. The employee will be given a copy of the final interview document and
12 have 24 hours to amend his/her answers by providing a written
13 response to the specific question(s) he/she is amending.
- 14 v. If the interview is electronically recorded, the employee shall be
15 provided a copy of the recording or verbatim transcript when it
16 becomes available, and shall then have 24 hours to submit a
17 statement amending his/her statements reflected in the record of the
18 interview.
- 19 c. Any such statement amending responses to Employer questions shall, if
20 timely filed, become part of the record of the interview to the extent it
21 pertains to the subject matter of the interview, and the original statement
22 shall not be considered or used until the time period for submitting
23 amendments has elapsed.
- 24 4. Patient/Resident Abuse Committee or Fact Finding. Where, as a principal in
25 an investigation, an employee is directed to report on his/her own conduct to
26 a patient or resident abuse committee or Fact Finding investigation by an
27 appointed Fact Finder, making any determination which may result in
28 disciplinary action for the employee, the employee shall have the right to
29 appear, to have Union representation, to suggest witnesses to be interviewed

1 and to submit relevant documents. If a formal hearing is conducted in addition
2 to the above, the employee shall also be entitled to call and question any
3 witnesses. The employee and the Union, through the employee, shall receive
4 a copy of any findings, and have an opportunity to rebut the findings and
5 reports to his/her Appointing Authority, within five weekdays, before a
6 decision is issued concerning any disciplinary action.

7 When a recipient rights investigation or other preliminary investigation results
8 in a report or finding containing information detrimental to an employee's good
9 standing, or which would constitute a basis for disciplinary action, the right to
10 a subsequent disciplinary conference as provided by Section D. of this Article
11 shall still apply, at which the right to Union representation shall also apply.

12 5. Polygraph Examinations. The Employer shall not require or attempt to
13 persuade an employee to take a polygraph examination, lie detector test or
14 similar test of the employee's veracity in the course of a disciplinary
15 investigation, nor discipline or discriminate against an employee solely on the
16 basis that the employee refused or declined to take the examination/test.

17 6. Disciplinary Action. It shall be the policy of the Employer to not take
18 disciplinary action in the course of an investigation, except as provided in
19 Section C. below.

20 Whenever, as a result of an investigation, disciplinary action is or may be
21 appropriate, a disciplinary conference shall be held with the employee in
22 accordance with Section D. of this Article.

23 Whenever an investigation does not result in disciplinary action, the finding of
24 the investigation shall be communicated to the employee(s) under
25 investigation in writing.

26 **Section C. Investigative or Emergency Suspensions.**

27 1. Suspension for Investigation. The Employer may suspend an employee from
28 duty with or without pay for investigation. A suspension for investigation
29 without pay may be assessed against an employee when, based upon

1 preliminary investigation, the management official responsible for
2 administering the employee's work location forms a reasonable belief that
3 criminal activity may be involved.

4 A suspension without pay shall not exceed a total of seven calendar days. In
5 the event no disciplinary action has been taken by the end of the seven
6 calendar day period, the Employer shall either return the employee to active
7 employment status, or convert the suspension to a suspension with pay
8 (administrative leave) until the investigation is concluded and disciplinary
9 action taken.

10 If a disciplinary action suspension without pay is fewer days than the
11 suspension without pay for investigation, the employee shall be paid for the
12 difference in the regularly scheduled hours of work, including any overtime to
13 which the employee would have been entitled due to the observance of a
14 contractual holiday.

15 If no disciplinary action is taken, the employee shall be made whole.

16 Nothing in this Agreement shall prohibit the Employer from taking emergency
17 action to suspend and/or remove an employee from the work premises
18 where, in the judgment of the Employer, such action is necessary to maintain
19 order and discipline. Such emergency suspension/removal shall be
20 immediately superseded by a suspension for investigation when appropriate.
21 As soon as practical thereafter, the investigation and disciplinary conference
22 procedures provided herein shall be undertaken and completed.

23 Although placed on immediate suspension, any employee directed to leave
24 the premises immediately may, in the course of departure, consult with a
25 Steward on the matter if one is available without unreasonable delay.

26 2. Suspension to Maintain Program Integrity and Public Confidence.

27 Any employee indicted by a grand jury, or against whom a criminal charge has
28 been brought by a prosecuting attorney for conduct on or off the job, may be
29 immediately suspended from duty without pay. Such suspension may, at the

1 discretion of the Appointing Authority, remain in effect until the indictment or
2 charge has been fully disposed of by trial, quashing or dismissal. Nothing
3 herein shall prevent an employee from grieving the reasonableness of a
4 suspension under this Subsection, where the employee contends that the
5 charge does not arise out of the job or is not related to the job, except that
6 suspension for a felony charge shall not be appealable.

7 An employee who has been tried and convicted on the original or a reduced
8 charge and whose conviction is not reversed, may be disciplined or dismissed
9 upon proper notice without further charges being brought and such action
10 shall be appealable through the grievance procedure. The record from any
11 trial or hearing may be introduced by the Employer or the Union in the
12 grievance procedure, including arbitration. Under this circumstance a
13 disciplinary conference will be conducted only upon written request of the
14 employee. An employee whose indictment is quashed or dismissed, or who is
15 acquitted following trial, shall be reinstated in good standing and made whole
16 if previously suspended in connection therewith unless disciplinary charges, if
17 not previously brought, are filed within ten weekdays of receipt of confirmation
18 at the employee's Personnel Office of the results of the case, and appropriate
19 action in accordance with this Article is taken concerning the employee.

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

23 Further, the Employer reserves the right to take disciplinary action against an
24 employee who is charged with a criminal offense who, through a plea
25 arrangement, is neither convicted nor acquitted of the original or reduced
26 criminal charges, based on the Employer's investigation and determination
27 that the employee's conduct violated one or more work rules.

28 3. The obligation to "make whole" shall not require the Employer to compensate
29 or credit the employee for any period of time in which the employee was
30 hospitalized, incarcerated, or otherwise not available for and seeking work,

1 nor shall it require the Employer to compensate the employee for any non-
2 holiday overtime the employee might have been requested or ordered to
3 work, but for his/her suspension.

4 Disciplinary action, if taken by the Employer, is subject to the grievance
5 procedure. The Union retains the right to grieve the reasonableness of any
6 work rule pertaining to criminal conduct promulgated by the Employer.

7 **Section D. Disciplinary Conference.**

8 Whenever the Employer determines that disciplinary action is appropriate, a
9 disciplinary conference shall be promptly scheduled and held with the employee
10 pursuant to this Article.

11 Only upon mutual agreement between the employee and the convening
12 management official, or in an emergency, shall a disciplinary conference be
13 scheduled for the employee's regular day off. Subject to the same exceptions,
14 the disciplinary conference shall be scheduled for the employee's own shift, or, in
15 the case of a night shift employee, within one hour from the beginning or end of
16 the employee's shift. All disciplinary conferences shall be considered as the
17 employee's work time. Such conferences may be postponed or rescheduled by
18 mutual agreement between the parties. Such agreement shall not be arbitrarily
19 withheld.

20 The employee may waive entitlement to such disciplinary conference; in such
21 event no conference shall be required. The Employer is not required to postpone
22 a disciplinary conference for an employee on extended sick leave, leave of
23 absence, or who is incarcerated. The Employer shall advise such employee of
24 his/her right to submit a written statement in response to the statement of
25 charges and to have a Union Representative present at the conference to
26 represent his/her interests.

27 **Formal Notice of Charges and Conference.** Upon receiving the written notification
28 of the date, time and place of the disciplinary conference the employee shall be
29 given and be requested to sign for a copy of the written statement of charges,
30 which shall contain a description of the specific conduct or activity for which the

1 disciplinary action is being considered. Such statement shall be subject to
2 modification as a result of any new relevant information as may be brought forth
3 at the disciplinary conference. Notification of the disciplinary conference shall
4 also contain the range of possible disciplinary action and notification of the
5 employee's right to union representation. The formal notice of charges and of
6 conference shall be provided to the employee at least five days prior to any
7 scheduled conference. An MCO Chapter Union Representative shall be provided
8 a copy of the notice of disciplinary conference/statement of charges in a manner
9 to be agreed upon locally.

10 Together with the statement of charges, the employee and the Chapter
11 Representative shall also be given copies of any and all documents in the
12 Employer's possession pertaining to the charges, and the opportunity to view any
13 other evidence in a private location where a copy has not been provided.
14 Sensitive image evidence shall be provided to MCO Central Office who will be
15 responsible for maintaining its security. MCO chapter officials shall be allowed
16 access to photocopying equipment to make a copy of the disciplinary packet to
17 forward to MCO Central Office.

18 Waiver of Union Representative. At the beginning of the disciplinary conference,
19 if the employee is not accompanied by a Union Representative, and the
20 employee indicates s/he does not want Union representation, the employee will
21 be requested to sign a statement indicating s/he does not wish to have a Union
22 Representative. The Chapter Representative shall receive a copy of the signed
23 waiver and the results of the disciplinary conference.

24 Questions by the employee or the Union Representative will be answered at the
25 disciplinary conference to the fullest extent possible. Questions may be asked of
26 any individuals present at the conference. The response of the employee to the
27 charges, including the employee's own explanation of an incident, if not
28 previously obtained, mitigating circumstances and the employee's response to
29 action intended or recommended shall be received by the Employer. However,
30 the conference shall not be for the purpose of initiating or continuing an on-going

1 investigation. The Employer shall inform the Union of the results of the
2 disciplinary conference.

3 **Section E. Notice and Initiation of Disciplinary Action.**

4 Where disciplinary action has not been determined by the end of the conference,
5 normally within ten work days thereafter, the employee and the Chapter
6 Representative shall be notified in writing of the results of the conference,
7 extension of the investigation requested by either of the parties, and/or the
8 disciplinary action to be taken or recommended.

9 In all cases, disciplinary action, if forthcoming, shall be executed within 45
10 calendar days from the date of the disciplinary conference, excluding any
11 approved leave, or absence due to workers' compensation that makes the
12 employee unavailable on the 45th or subsequent contiguous day(s), or any
13 agreed upon extension. If the penalty is not executed within this time frame there
14 will be no disciplinary action taken against the employee nor reference made to
15 the matter in his/her personnel file.

16 Formal notification to the employee with a copy to the MCO Chapter President of
17 disciplinary action shall be in writing and shall spell out the charges and
18 reasonable specifications. The employee shall also be provided a copy of the
19 disciplinary conference summary, and may submit a document citing any
20 objections or omissions to the summary content which will be retained with the
21 summary. Where such notice involves loss of pay, it shall also advise the
22 employee of the right to appeal. If presented to the employee personally, the
23 employee shall sign for his/her copy; otherwise, the notice shall be sent to the
24 employee by certified mail, return receipt requested, or other verifiable mail
25 service, at the last address he/she provided the Employer.

26 Upon notification to the employee that a disciplinary suspension will be
27 assessed, the employee may exercise either of the following options in lieu of
28 serving the suspension time, or to offset the imposition of discipline for a
29 suspension without pay for investigation:

1 1. Pay a fine consisting of 85% of the employee's hourly wages for the number
2 of hours of the assessed disciplinary action. Fines will be made as a negative
3 pay adjustment prior to taxes if permitted by IRS Regulations. As necessary,
4 the Employer will distribute such fines across pay periods in order to comply
5 with Fair Labor Standards Act requirements.

6 2. Forfeit accrued annual or compensatory time credits at a rate of one hour for
7 each hour of the assessed disciplinary action.

8 Hours for either option above will be based on an eight-hour day for the number
9 of days of the assessed suspension, and the employee shall have until the end of
10 the next business day to select one of these options. Such time will not count
11 toward the 45-day time limit for assessing disciplinary action.

12 The director of a department or his/her designee within the central or regional
13 office may deny the request of an employee to exercise one of the above
14 disciplinary options in unusual circumstances such as situations involving public
15 notoriety or impact beyond the department.

16 **Section F. Resignation in Lieu of Disciplinary Action.**

17 When a decision is made to permit an employee to resign in lieu of dismissal, the
18 employee must submit a resignation in writing. Such written resignation shall be
19 held for 24 hours or eight business office hours, whichever is greater, after which
20 it shall become final and effective as of the time when originally submitted, unless
21 retracted during the 24-hour period. This provision applies only when a
22 resignation is accepted in lieu of dismissal and the employee has been advised
23 he/she will be dismissed in the absence of the resignation. Acceptance of such
24 resignation in lieu of dismissal shall be at the sole discretion of the Employer and,
25 when accepted, the resignation and matters related thereto shall not be
26 grievable.

27 **Section G. Outside Investigations.**

28 The parties recognize that the conduct of employees may, at times, be the
29 subject of investigations by outside agencies. It is not the parties' intent to hinder
30 any ongoing investigation; however, the parties mutually agree that these types

1 of investigations should be conducted discretely, and where possible and
2 practical, off the Employer's property and outside the employee's normal working
3 hours.

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ARTICLE 11

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 calendar days in advance of the scheduled meeting dates.

Appropriate subjects for the Agenda are:

1. Administration of the Agreement.
2. General information of interest to the parties.
3. Expression of employee's views or suggestions on subjects of interest to employees of the Bargaining Unit.
4. Recommendations on health and safety matters relating to the Bargaining Unit employees.

Department or Agency representatives will, when known, notify the Union of administrative changes decided upon by management, which may affect employees in the Bargaining Unit. 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 Labor-Management meetings. Such meetings shall not be considered negotiations, nor shall they be considered as a substitute for the grievance procedure.

The parties recognize that the assumption of positions and employees into the classified service is a prohibited subject of negotiations. However, the parties may discuss the application of provisions of the collective bargaining agreement to assist in the transition of positions and employees into the Classified Service.

1 **Section B. Representation.**

2 1. Departmental Level. For Departmental meetings, in the Department of
3 Corrections, the Union shall designate up to seven representatives who shall
4 be employed in the Department. The Union may designate not more than
5 seven additional representatives to participate in such meetings, based upon
6 the matters scheduled in the agenda. In all other Departments, the Union
7 shall be entitled to designate up to two representatives who shall be
8 employed in the Department. The Union may designate not more than two
9 additional representatives to participate in such meetings based upon the
10 matters scheduled in the agenda.

11 2. Agency Level.

12 a. In the Department of ~~Community Health~~Health and Human Services, the
13 Chapter President may designate up to three representatives to
14 participate in agency Labor-Management meetings. In addition to the
15 three representatives, the Chapter President may, on a case by case
16 basis, request not more than two additional representatives to participate
17 in such meetings, based solely upon the matters scheduled in the agenda.

18 The presence of such additional representatives shall be limited to the
19 discussion of agenda item(s) for which their attendance was requested.
20 Such items will normally be first on the agenda in order to minimize time
21 away from the job. All such representatives shall be employees in this
22 Bargaining Unit.

23 b. In the Department of Corrections, MCO shall be entitled to three
24 representatives at facility Labor-Management meetings. These
25 representatives will be without restriction as to shift. For facilities with a
26 Camp(s), MCO shall be entitled to an additional representative from the
27 affiliated Camp(s). In addition, up to two additional resource persons may
28 attend when requested at the time the agenda is submitted and the
29 agenda identifies the item(s) that the resource person(s) will be talking
30 about.

1 Corrections Center Labor-Management meetings will be held on a
2 Regional basis. MCO will be entitled to three representatives for each
3 Regional meeting.

4 The SAI program at Cassidy Lake shall be considered an agency for
5 purposes of Labor-Management meetings.

6 As mutually agreed on a case by case basis, additional representatives
7 may be added on non-pay status.

8 MCO paid staff may attend local Labor-Management meetings with prior
9 notice.

10 Informal Labor-Management meetings may be held at any Corrections
11 Center as necessary.

12 **Section C. Scheduling.**

13 1. Departmental Level. Departmental Labor-Management meetings shall be
14 scheduled upon request of either party, but not more frequently than
15 bimonthly, except as may be mutually agreed on a case by case basis.

16 2. Agency Level. Meetings at the Agency or facility shall be required no more
17 frequently than monthly unless mutually agreed otherwise. Where no items
18 are placed on the agendas at least seven days in advance of scheduled
19 meetings, such meetings shall not be required.

20 Facility Labor-Management meetings will be scheduled as close as possible to
21 ten days from the date the agenda was submitted to the facility head or his/her
22 designated representative. Such meetings will normally be held between the
23 hours of 8:00 a.m. and 4:30 p.m., at a time convenient for the representatives
24 attending the meeting (such as 1:00 or 2:00 p.m.). It will be management's
25 responsibility to publish and distribute minutes of the meeting as soon as
26 possible after the conclusion of the meeting (normally within 15 calendar days).
27 Upon mutual agreement either party may tape record the meeting.

1 **Section D. Pay Status of Union Representatives.**

2 1. Departmental Level. Up to the limit established in this Article, Union
3 Representatives to Departmental Labor-Management meetings shall be
4 permitted time off from scheduled work up to a maximum of eight hours per
5 meeting for necessary travel and attendance at such meetings. Properly
6 designated Union Representatives from the second and third shifts shall be
7 permitted an equivalent amount of time off from scheduled work on upcoming
8 or previous shift. Overtime and travel expenses are not authorized. Under no
9 circumstances shall more than ten Bargaining Unit employees attend
10 Departmental meetings without loss of pay.

11 Designated representatives employed in the Upper Peninsula may, at the
12 discretion of the Union, charge travel time to and from such meetings, not to
13 exceed one shift per meeting, to the Administrative Leave Bank established by
14 Article 7, Section E., of this Agreement.

15 2. Agency Level. Representatives from the morning and day activity shifts will
16 attend the Labor-Management meetings without loss of pay.

17 a. In the Department of ~~Community Health~~Health and Human Services,
18 representatives from the afternoon or midnight shifts shall be permitted an
19 equivalent amount of time off from scheduled work on their upcoming or
20 previous shift.

21 b. In the Department of Corrections, second and third shift representatives
22 will be entitled to compensatory time equal to the time in attendance at the
23 meeting. This compensatory time will be recorded and used in the same
24 manner as the compensatory time in Article 17, Section C, of this
25 Agreement.

26 Resource representatives from the second and third shifts are entitled to
27 compensatory time equal to the period of time from the start of the meeting until
28 their item(s) has been covered.

1 Compensatory time may be used on the same day as the meeting if the duration
2 of the meeting substantially interferes with the representative's ability to properly
3 carry out his/her duties and responsibilities or if the representative is at his/her
4 compensatory time cap.

5 **Section E. Office of the State Employer.**

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

9 **Section F. Staffing Level Consultations.**

10 The Departments agree to continue to consult with the Union concerning
11 maintaining or revising recommended/authorized staffing levels in specific work
12 settings in order to insure adequate safety of Bargaining Unit employees. The
13 Departments will afford Chapter Presidents the opportunity to submit their
14 suggested improvements for safe staffing levels through the respective wardens
15 or facility administrators to the Department Director, in conjunction with the
16 annual budget requests.

17 **Section G. Departmental Efficiency Advisory Committees.**

18 The parties will continue the Department of Corrections Efficiency Advisory
19 Committee. The Efficiency Advisory Committee shall consist of two
20 representatives appointed by the Michigan Corrections Organization, two
21 representatives appointed by the Director of the Department of Corrections, and
22 one representative appointed by the Director of the Office of the State Employer.
23 The purpose of the Efficiency Advisory Committee shall be to exchange
24 information and views regarding current and proposed staffing levels, mix of
25 various custody and security classifications and levels, and the distribution of
26 tasks and responsibilities among positions, and groups of positions, to identify
27 situations in which staff functions and levels might be redeployed to maximize the
28 safe and efficient delivery of state services within the Department of Corrections.

1 The issue of a departmental efficiency advisory committee in the Department of
2 ~~Community Health~~Health and Human Services may be addressed in secondary |
3 negotiations at the request of either party.

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ARTICLE 12

HEALTH AND SAFETY

Section A. General.

The Employer will make every reasonable effort to provide a place of employment free from known health and safety hazards. While the parties recognize that certain health and safety hazards are inherent in a correctional or other custody environment, the Employer shall take steps to eliminate or minimize, and to avoid aggravating, such inherent hazards. Matters pertaining to health and safety conditions may be discussed at the appropriate level Labor-Management meeting in accordance with Article 11 of this Agreement. Any existing Safety/Health Committees shall continue as an alternative to the Labor-Management meeting process, unless terminated by mutual agreement. It is the expressed policy of the Employer to resolve health and safety problems. The Union agrees to cooperate in such efforts to the extent possible.

The Department of Corrections Joint Committee on Health and Safety is continued, consisting of three representatives of the Union appointed by the Union and three representatives of the department, appointed by the department. Each party will make a good faith effort to appoint at least one member who has professional training or employment responsibilities in the area of workplace health or safety.

The Joint Committee on Health and Safety shall meet at least quarterly at mutually agreeable times and places. An agenda shall be established in advance of each meeting. Minutes will be prepared by the department for each meeting and a copy provided to all members. Meetings shall be open to such other representatives of the parties as the committee members deem appropriate.

The charge of this committee shall be to identify and examine health and safety issues which impact upon Bargaining Unit members in the Department of Corrections. In conjunction with its charge, the committee shall be afforded access, when requested, to workplace injury, accident and illness reports

1 involving Bargaining Unit employees, and will work cooperatively with health and
2 safety programs initiated under the authority of the state's Disability Management
3 Program. The committee shall make recommendations to the Department
4 Director on such matters as indoor air quality, first aid and life saving devices,
5 personal protective and communication devices, physical facilities security,
6 training, and any other related matters pertaining to the health and safety of
7 Bargaining Unit members.

8 Committee members appointed by the Union shall be permitted time off the job
9 without loss of pay for travel to and from and attendance at committee meetings.

10 The 1997 Secondary Agreement regarding joint committees on health and safety
11 shall remain in effect between MCO and the Department of ~~Community~~
12 Health and Human Services unless altered through secondary
13 negotiations.

14 All employees shall be required to comply with safety/health rules and
15 regulations established by the Employer. If an employee has justifiable reason to
16 believe that his/her safety is endangered due to an alleged working condition or
17 equipment which is abnormally hazardous, even in a custody and security
18 setting, the employee shall inform the supervisor who shall have the
19 responsibility to determine what action, if any, should be taken.

20 If the employee is not satisfied with the action taken by the supervisor, the
21 employee shall be entitled to notify the highest ranking Union official at the work
22 site, who may contact the highest ranking shift supervisor on duty.

23 **Section B. First Aid Equipment.**

24 First aid equipment shall be provided at various locations in the work place.
25 Current policy concerning first aid treatment shall continue.

26 **Section C. Tools and Equipment.**

27 The Employer agrees to furnish and maintain in safe working condition all tools
28 and equipment required by the Employer to carry out the duties of each position.
29 Employees are responsible for reporting to the Employer any unsafe condition or

1 practice and for properly caring for the tools and equipment furnished by the
2 Employer. Employees shall not use such tools and equipment for personal use.

3 **Section D. Protective Clothing and Equipment.**

4 The Employer will furnish protective clothing and equipment in accordance with
5 applicable standards established by the Michigan Departments of Licensing and
6 Regulatory Affairs or ~~Community Health~~Health and Human Services. The
7 Employer reserves the right to require the use of such protective clothing and
8 equipment.

9 In the Department of Corrections, the issues of requiring, supplying, and training
10 in the use of "gas masks", as required by such safety standards, shall be subject
11 to secondary negotiations.

12 **Section E. Confidentiality of Employee Health Records.**

13 To insure strict confidentiality, only authorized Representatives of the Employer
14 who have a professional or management need to know, or authorized Union
15 Representatives with the employee's written permission, shall possess or have
16 access to any employee medical records, including records prepared by a private
17 physician, rehabilitation facility, or other resource for professional assistance.
18 The Employer shall not be prohibited from releasing medical records or reports
19 made or obtained by the Employer where such release is required to process a
20 grievance which involves the use or interpretation of such reports or records by
21 the Employer; or to respond to a legal action or arbitration, or to a claim or
22 complaint filed with a government agency by an employee.

23 **Section F. Buildings.**

24 The Employer will provide and maintain all state-owned buildings, facilities, and
25 equipment in accordance with the specific written order(s) of the Michigan
26 (MIOSHA) Departments of Licensing and Regulatory Affairs and/or ~~Community~~
27 ~~Health~~Health and Human Services. Where facilities are leased by the Employer,
28 the Employer shall make a reasonable attempt to assure that such facilities
29 comply with the order(s) of the Michigan Departments of Licensing and
30 Regulatory Affairs and/or ~~Community Health~~Health and Human Services.

1 **Section G. Medical Examinations.**

2 Whenever the Employer requires an employee to submit to a medical
3 examination, psychiatric evaluation or medical test, including X-rays or
4 inoculations, by a licensed medical practitioner selected by the Employer, the
5 Employer will pay the entire cost of such services, provided that the employee
6 uses the services provided and approved by the Employer. An employee who is
7 required by the employer to take a medical examination and who objects to the
8 examination by the state-employed or retained physician/health provider may be
9 examined by a mutually approved personal physician/health provider, in which
10 case the employer will pay the entire cost of such service not covered by the
11 health insurance program in which the employee is then enrolled. In the absence
12 of mutual agreement, the parties will select a physician/health provider from
13 recommendations by a county or local medical society, by alternate striking from
14 a list if necessary. This Section does not apply in circumstances in which the
15 employer requires the employee to supply evidence of medical/psychological
16 examination and/or evaluation in conjunction with an employee's request for a
17 medical or FMLA leave of absence, sick leave authorization, or an
18 accommodation under the ADA or applicable state statute. Employees required
19 to take a gynecological examination may be examined by a physician mutually
20 acceptable to the Employer and the employee.

21 **Section H. Contagious Conditions/Communicable Diseases.**

22 When the Employer suspects a contagious condition exists, the Employer shall
23 take action without undue delay to provide a healthful place of employment. In
24 accordance with current State Statute and Departmental policy, when a source of
25 possible contagion becomes known, or is suspected by agency or departmental
26 medical personnel responsible for advising the employer on occupational health
27 matters, the Employer will isolate such source, if possible, and notify the Union of
28 the possible contagion, the isolation steps taken (if appropriate), and those
29 further precautions which (from a medical standpoint) will be required to avoid
30 further contagion. The Employer shall provide necessary supplies and equipment

1 for such precautions and will furnish medical examinations where such
2 examinations are deemed necessary by Departmental medical staff.

3 When the Employer requires tests for Tuberculosis the Employer shall pay for
4 such tests, provided the employee receives such tests from the provider
5 designated by the Employer. Notice of scheduled Tuberculosis testing will be
6 provided to employees at least two weeks in advance. If the employee chooses
7 to obtain testing from his/her own health care provider, the Employer will not be
8 responsible for payment for such testing.

9 Subject to applicable ~~Community Health~~Health and Human Services and Civil
10 Rights considerations, the Employer will administer a program to identify cases of
11 contagious diseases. This program will include a system that identifies generic
12 disease categories such as blood borne infectious diseases and gives
13 precautions designed to minimize, if not prevent, employee contagion.

14 The Employer will establish and/or continue a contaminated waste disposal
15 system which includes identification of contaminated waste and ensures that all
16 contaminated waste, clothing, one-way CPR valves, linens, etc. are properly
17 handled.

18 The Department of Corrections will continue to issue a "belt pack", consisting of
19 protective gloves and a protective mask device for use when performing CPR, to
20 each employee whom the department expects to have need for such items. Such
21 items will be replaced as recommended by the respective manufacturer.
22 Protective garments such as gloves, gowns, aprons, masks, etc. shall be readily
23 accessible to an employee who faces exposure to a blood borne infectious
24 disease from a patient or prisoner.

25 In accordance with applicable departmental policies, if an employee's clothing or
26 shoes are soiled by bodily fluids or other infectious or hazardous material, the
27 employee will immediately be relieved of duty and directed and allowed sufficient
28 time to change clothes and, if necessary, shower. If a shower and/or replacement
29 uniform are not available on site, the employee will be provided appropriate
30 replacement attire and authorized to leave the workplace on administrative leave

1 to clean up and change clothing. The employee shall return to work in a timely
2 manner.

3 The parties recognize the importance of protecting employees in the Security
4 Bargaining Unit from occupational exposure to blood-borne diseases such as
5 human immunodeficiency virus (HIV) and Hepatitis. The Departments of
6 Corrections and ~~Community Health~~Health and Human Services will adhere to the
7 recommendations promulgated by the U.S. Departments of Labor and Health
8 and Human Services in the Joint Advisory Notice (JAN): Protection Against
9 Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency
10 Virus (HIV) (Federal Register, October 30, 1987) which is herein incorporated by
11 reference. In complying with the "JAN", the word "should" will be interpreted as
12 "shall", with the exception of the categorization of all working conditions and the
13 tasks that workers are expected to encounter as a consequence of employment.
14 The Department will apply these recommendations to Security Unit employees
15 as well as health care workers.

16 The employer shall make a Titer Test available to employees during the 60-day
17 period following completion of the series of Hepatitis B shots.

18 A variety of testing opportunities involving communicable diseases will continue
19 to be available to employees in accordance with Departmental policy. When an
20 occupational exposure to blood or other potentially infectious materials occurs,
21 the Department will initiate post exposure prophylaxis and offer to begin
22 medication within the stated time frames.

23 Departments will follow all of their exposure control plans, protocols, policies and
24 procedures. Personnel identified in Departmental documents addressing
25 communicable diseases shall fulfill their outlined responsibilities. In addition,
26 Departments shall carry out any monitoring responsibilities referenced in such
27 documents regarding the performance of designated treatment centers. Medical
28 costs associated with an occupational exposure will be borne by the Employer.

1 Upon approval of a revised Policy Directive in the Department of Corrections
2 addressing the control of communicable bloodborne diseases, the Michigan
3 Corrections Organization may reopen negotiations on this topic.

4 The departments will also adhere to applicable Federal and Michigan statutes
5 and administrative rules relating to protection from health hazards in the
6 workplace.

7 The departments will ensure that their respective plans and policies, and their
8 successors, established pursuant to applicable Federal and State Occupational
9 Safety and Health Statutes and Implementing Regulations, are enforced and that
10 other measures established by OSHA/MIOSHA are followed.

11 An ad hoc committee will timely meet following approval of the agreement and
12 discuss the effectiveness of the current Hepatitis vaccination program,
13 communicable disease procedure, methods of employee notification and
14 information sharing, associated training, including training on how to handle
15 infected prisoners, and recommend any additional effectiveness measures to be
16 taken. As issues involving Hepatitis arise, the parties shall meet upon the request
17 of either party to discuss the issue and make recommendations. This ad hoc
18 committee shall meet within 30 days of approval of this Agreement to discuss
19 precautions and preventive measures for antibiotic resistant organisms.

20 **Section I. Foot Protection.**

21 The Employer reserves the right to require the wearing of foot protection by
22 employees. In such cases, the Employer will provide a safety device or, if the
23 Employer requires the employee to purchase approved safety shoes, the
24 Employer will pay an allowance, not to exceed the established contract price
25 approved by the State Purchasing Division, during January of each year.

26 **Section J. Safety Inspection.**

27 When the Michigan Department of Licensing and Regulatory Affairs or
28 ~~Community Health~~Health and Human Services, or a State, County, City or
29 Township Fire Marshal inspects a state facility pursuant to MIOSHA, a Union
30 official (if on duty at such work site) shall be notified by the Employer and,

1 consistent with the operational needs of the Employer, be released from work
2 without loss of pay to accompany the inspector. The Union shall have a right,
3 consistent with the above, to accompany other inspections conducted for the
4 protection of the work force and as a result of a Labor-Management agenda item.
5 The Employer agrees to provide the Union with a copy of any inspection report
6 left with or returned to the Employer.

7 **Section K. Damage to Personal Items.**

8 The Employer or Insurance Carrier will pay the cost of repairing or replacing eye
9 glasses, watches, dentures, articles of clothing or other personal items damaged
10 in the line of duty in accordance with applicable regulations of the State
11 Administrative Board (Procedure 0620.02, issued January 6, 1997), and unless
12 otherwise reimbursed.

13 Claims shall be processed as expeditiously as possible and reimbursement for
14 valid claims shall not be unduly delayed.

15 A claim that the employing department has violated the applicable Administrative
16 Procedure shall be grievable in accordance with Article 9 of this Agreement. An
17 appeal from a State Administrative Board decision on a claim filed pursuant to
18 the applicable Administrative Procedure shall not be grievable under this
19 Agreement.

20 Within budgetary and space limitations, the Employer agrees to attempt to
21 provide reasonable secure storage space for wearing apparel and authorized
22 personal property of employees. Locations and a timetable will be taken up in
23 Labor-Management Meetings.

24 Where job duties require, and State Accounting Regulations and budget limits
25 permit it, the State will make a reasonable effort to honor an employee's request
26 to advance the employee some reasonable portion of the cost for replacement
27 glasses, if there is no question that the employee will be eligible for
28 reimbursement.

1 If the employee's claim is subsequently denied, or granted in an amount less
2 than the amount advanced, the employee shall reimburse the department
3 accordingly.

4 **Section L. Compliance Limitations.**

5 If the Employer is unable to meet the requirements of any section of this Article
6 due to lack of funds or some other reason beyond the Employer's control, the
7 Employer shall make a positive effort to undertake corrective action or seek other
8 alternatives. Grievances alleging failure to comply with Section A. of this Article
9 and posing a clear and present danger to the health or safety of employees, if
10 filed, shall be filed initially at Step 2 of the grievance procedure.

11 **Section M. Evacuation and Mobilization Plans.**

12 Upon the Union's request, each Agency or work location shall provide to the
13 Union for review and comment a copy of nonconfidential portions of existing
14 emergency evacuation and mobilization plans. The Local Chapter president shall
15 be entitled to make input into the annual mobilization plan review at the facility.
16 Such input shall be on a confidential basis. The Union shall be entitled to consult
17 with the Employer and make recommendations on the content of mobilization
18 training. The Local Chapter President shall also be entitled to participation in the
19 facility's post-mobilization critique if one is conducted.

20 **Section N. Drug and Alcohol Testing.**

21 1. Testing. The Employer may require an employee to submit to urinalysis drug
22 screening and/or alcohol breath testing under the circumstances set forth
23 below in Subsections a. through e.

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

- 1 a. Preappointment Testing: An employee not occupying a test-designated
2 position shall submit to a urinalysis drug screening if the employee is
3 selected for a test-designated position. The employee shall not perform
4 any duties of a test-designated position until the employee has submitted
5 to and passed a drug screening. If the employee fails or refuses to submit
6 to the drug test, interferes with a test procedure, or tampers with a test
7 sample, the employee shall not be appointed or otherwise placed in the
8 test-designated position and will be ineligible for appointment to or
9 placement in a test-designated position for a period of three years. Also,
10 the employee may be disciplined if the employee fails a drug test, refuses
11 to submit to the drug test, interferes with a test procedure, or tampers with
12 a test sample.
- 13 b. Random Testing: An employee in a test-designated position may be
14 selected at random from a pool comprised of test-designated positions
15 covered by this Agreement. The number of urinalysis drug screenings
16 performed at random each calendar year may not exceed 15% of the
17 number of test-designated positions in the pool. The number of alcohol
18 breath tests performed at random each calendar year may not exceed
19 15% of the number of test-designated positions in the pool.
- 20 c. Reasonable Suspicion Testing: An employee may be required to submit to
21 urinalysis drug screening or alcohol breath testing based on reasonable
22 suspicion. Reasonable suspicion means a belief, drawn from specific
23 objective facts and reasonable inferences drawn from those facts in light
24 of experience, that an employee is using or may have used drugs or
25 alcohol in violation of this Agreement or a departmental work rule. By way
26 of example only, reasonable suspicion may be based upon any of the
27 following:
- 28 (1) Observable phenomena, such as direct observation of drug or alcohol
29 use or the physical symptoms or manifestations of being impaired by,
30 or under the influence of, a drug or alcohol.

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

3 (3) Evidence that an individual has tampered with a drug test or alcohol
4 test during employment with the state of Michigan.

5 (4) Evidence that an employee is involved in the use, possession, sale,
6 solicitation, or transfer of drugs or alcohol while on duty, while on the
7 employer's premises, or while operating the employer's vehicle,
8 machinery, or equipment.

9 The basis of support for the reasonable suspicion drug screening or
10 alcohol test will be documented by a trained supervisor. An employee
11 shall not be required to submit to a reasonable suspicion drug screening
12 or alcohol test without the individualized expressed approval of the
13 employer designated drug and alcohol testing coordinator (DATC) or
14 his/her designee.

15 d. Post Accident Testing: An employee in a test-designated position shall
16 submit to a drug test or an alcohol test if there is evidence that the
17 employee in the test-designated position may have caused or contributed
18 to a serious work accident. A serious work accident is defined as an on-
19 duty accident resulting in death, or serious personal injury requiring
20 immediate medical treatment, that arises out of any of the following:

21 (1) The operation of a motor vehicle

22 (2) The discharge of a firearm

23 (3) A physical confrontation

24 (4) The provision of direct health care services

25 (5) The handling of dangerous or hazardous materials

26 e. Follow-up Testing: An employee shall submit to unscheduled follow-up
27 drug and/or alcohol testing if, within the previous 24-month period, the
28 employee voluntarily disclosed drug or alcohol problems, entered into or

1 completed a rehabilitation program for drug or alcohol abuse, failed or
2 refused a preappointment drug test, or was disciplined for violating the
3 provisions of this Agreement and Employer work rules.

4 The Employer may require an employee who is subject to follow-up testing
5 to submit to no more than six unscheduled drug or alcohol tests within any
6 12 month period.

7 2. Test-Designated Positions. For purposes of this Section, test-designated
8 positions are:

9 a. A safety-sensitive position in which the incumbent is required to possess a
10 valid commercial driver's license or to operate a commercial motor
11 vehicle, an emergency vehicle, or dangerous equipment or machinery.

12 b. A position in which the incumbent possesses law enforcement powers or
13 is required or permitted to carry a firearm while on duty.

14 c. A position in which the incumbent, on a regular basis, provides direct
15 health care services to persons in the care or custody of the state or one
16 of its political subdivisions.

17 d. A position in which the incumbent has regular unsupervised access to and
18 direct contact with prisoners, probationers, or parolees.

19 e. A position in which the incumbent has unsupervised access to controlled
20 substances.

21 f. A position in which the incumbent is responsible for handling or using
22 hazardous or explosive materials.

23 Additional test designated positions in other classifications whose duties are
24 not as provided in Subsections a. through f. above shall be subject to the
25 provisions of this Article pursuant to secondary negotiations.

26 New classifications, or levels added to existing classifications, may include
27 duties consistent with those identified for test-designated positions in
28 Subsections a. through f. above. The Employer shall meet with the Union to

1 review the new classification or level prior to requiring an employee in the
2 new class to submit to testing under this Section.

3 3. Drug and Alcohol Testing Protocol.

4 a. Protocol. The Employer will adopt the U.S. Department of Health and
5 Human Services Mandatory Guidelines for Federal Workplace Drug
6 Testing Programs as the protocol for drug testing and the U.S.
7 Department of Transportation Procedures for Transportation Workplace
8 Drug and Alcohol Testing Programs for alcohol testing.

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

12 b. Definitions. The parties agree to incorporate in this Agreement the
13 definitions contained in the U.S. Department of Workplace Drug Testing
14 Programs, as may be amended, and in the U.S. Department of
15 Transportation Procedures for Transportation Workplace Drug and Alcohol
16 Testing, as may be amended. In addition, the parties agree to define
17 credible source as, "one who is trustworthy and entitled to be believed.
18 One who is entitled to have his/her oath or affidavit accepted as reliable,
19 not only on account of his/her good reputation for veracity, but also on
20 account of his/her intelligence, knowledge of the circumstances, and
21 disinterested relation to the matter in question. One who is competent to
22 testify".

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

28 5. Review Committee for Drug and Alcohol Testing. A committee consisting of
29 three representatives of the SEIU Coalition and three representatives of the

1 Employer will meet, upon request of either party, to review testing data and
2 discuss problems related to the administration of the testing program. The
3 committee may vote on matters it discusses. The committee's
4 recommendations, if any, will be submitted to the Employer for its
5 consideration. Recommendations voted on by the committee will be reported
6 as without recommendation if based on a 3-3 tie vote and as a unanimous
7 recommendation for any vote other than 3-3.

8 Upon written request, but not more than twice a year, the Employer will
9 provide the name and ~~Social Security~~Employee identification number of all
10 Bargaining Unit employees who were actually tested for the previous time
11 period, including the test date.

12 6. Required Treatment. In the event of a positive test, and in the further event
13 that a sanction less than discharge is imposed, the employee shall be
14 referred to a substance abuse professional for assessment and, if necessary,
15 treatment.

16 7. Self-Reporting. An employee who voluntarily discloses to the Employer a
17 problem with drugs or alcohol shall not be disciplined for such disclosure if,
18 and only if, the problem is disclosed before the occurrence of any of the
19 following:

20 a. For reasonable suspicion testing, before the occurrence of an event that
21 gives rise to reasonable suspicion that the employee has violated this
22 Agreement or a department work rule.

23 b. For preappointment testing, follow-up testing, and random testing, before
24 the employee is notified he/she has been selected to submit to a drug test
25 or alcohol test.

26 c. For post-accident testing, before the occurrence of any accident that
27 results in post-accident testing.

28 After self-reporting, the Employer shall permit the employee an immediate
29 leave of absence, subject to the provisions of Article 19, Leaves of Absence

1 Without Pay, to obtain medical treatment or to participate in a rehabilitation
2 program. In addition, the Employer shall remove the employee from the duties
3 of a test-designated position until the employee submits to and passes a
4 follow-up drug or alcohol test. The Employer may require the employee to
5 submit to further follow-up testing as a condition of continuing or returning to
6 work.

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

14 8. Confirmation Alcohol Testing. If an employee is tested for alcohol and is
15 determined to have a blood alcohol level equal or greater than 0.02% in both
16 the initial evidentiary breath test (EBT) and the confirmation evidentiary
17 breath test, at the employee's option and at the employee's full cost, the
18 employee may elect to have a second confirmation test carried out by
19 drawing a sample of blood and submitting it for testing at an approved
20 laboratory. This option is only available if the testing site where the two
21 positive breath tests were conducted is equipped to draw the blood and either
22 directly provide for its testing for level of blood alcohol or transport the sample
23 to a laboratory which is certified to test the sample for level of blood alcohol.
24 The protocol for such confirmation blood testing for alcohol (including but not
25 limited to chain of custody, security, integrity and identity of sample,
26 transportation to testing laboratory if required, reporting of results, etc.) shall
27 be determined prior to initiation of alcohol testing under this Section and shall
28 be a topic for discussion in the committee established in this Section. The
29 employee shall remain off the job until the results of the second confirmation
30 test are provided to the Employer and may use available leave credits, if
31 desired.

1 9. Positive Drug Test Results. Upon written request the Employer will provide to
2 the Union at no cost the initial screening positive drug test results (litigation
3 package) on employees who test positive.

4 **Section O. Personal Protective Devices.**

5 The issue of providing, testing, developing and upgrading personal protective
6 devices for members of the Bargaining Unit may be addressed in departmental
7 Labor-Management meetings.

8 **Section P. Staffing Safety.**

9 The Employer intends to staff unit work assignments at safe levels. If an
10 individual assignment is closed down or on-shift training is conducted, it shall be
11 done in a manner which does not diminish the safety of Bargaining Unit
12 employees in other unit assignments which remain active. If an alleged violation
13 of this Article is grieved, the burden of proof that staff safety is diminished will
14 rest with the Union.

15 **Section Q. Isolated Single Person Assignments.**

16 This confirms that it is the joint intent and expectation of the Michigan
17 Departments of Corrections (MDOC) and Health and Human Services (MDHHS),
18 ~~and~~ the Michigan Corrections Organization (MCO), and the Office of the State
19 Employer (OSE) that the safety of Security Unit employees will be given
20 maximum attention and consideration as such employees are placed in
21 assignments. Within the legislative appropriations available to MDOC/MDHHS,
22 all reasonable efforts will continue to be undertaken to assure that Security Unit
23 employees are not placed in assignments which appear to pose a higher-than-
24 normal risk of inmate/patient physical assault on the employee unless, through
25 the exercise of his/her own due diligence and care, the Security Unit member
26 would be within the general view and/or voice-range of another ~~MDOC~~-employee
27 at virtually all times.

28 The standard for determining whether or not an assignment would pose a higher-
29 than-normal risk of physical assault by an inmate/patient may be developed and
30 adopted by MCO and MDOC/MDHHS jointly, but in the absence of such mutually

1 accepted standard, shall be whether past and/or present events and
2 circumstances (such as previous physical assaults ~~by inmates~~), and reasonable
3 and informed inferences drawn there from, would suggest the Unit member
4 would be vulnerable to inmate patient assaults.

5 The MDOC/MDHHS and MCO will continue to work jointly and cooperatively to
6 identify situations where Security Unit members are working in isolated single-
7 employee assignments. Moreover, the MDOC/MDHHS and MCO will discuss
8 (and attempt to reach agreement on) as many principles as possible concerning
9 the criteria to be considered by the MDOC/MDHHS in determining when the
10 Security Unit member, while working in general view and/or voice-range of
11 another employee, should be furnished with other personal safety devices and
12 measures.

13 ~~In the Department of Community Health, the parties will discuss (and attempt to~~
14 ~~reach agreement on) the safety aspects of employees working in isolated single-~~
15 ~~employee assignments.~~

16 The MDOC/MDHHS will continue to affirmatively seek legislative appropriations,
17 through the established executive and legislative branch procedures, sufficient to
18 fund staffing in current and additional ~~MDOC~~ positions which will minimize the
19 occasions when Security Unit members are placed in higher than usual risk
20 single-employee assignments.

21 **Section R. Social Security Numbers and Personal Information.**

22 When personal information is requested of an employee by the Employer, such
23 information shall be held in confidence and in a secure location by the Employer.
24 If unauthorized persons do obtain Social Security Numbers or personal
25 information, the Employer will take immediate steps to contain and retrieve the
26 information, including steps to prevent further unauthorized access.

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ARTICLE 13
SENIORITY

Section A. Layoff and Recall.

For the purposes of bumping, layoff and recall, seniority shall have that definition provided for in Section C. of this Article and Article 14, Sections D.4 and D.5.

Section B. Fringe Benefit Computation.

For purposes of computing eligibility for any fringe benefit, seniority shall have that definition provided in the Article of this Agreement which establishes or continues such fringe benefit.

Section C. General.

For all other purposes stated in this Agreement, seniority shall consist of the total length of service in any and all Bargaining Unit classes, provided there is no break in continuous state service. No hours paid in excess of 80 in a biweekly pay period shall be credited. No hours shall be credited for time in non-career appointments, lost time or unpaid suspensions (if not made up through overtime in the same pay period), suspension, leave of absence without pay (other than military leave of absence for up to 10,400 hours in accordance with Federal statute), or layoff. Upon request of the Union an employee granted a military leave of absence shall also be credited with bargaining unit seniority for non-paid time spent receiving medical care resulting from service in the military, even if not recalled to military duty.

1. **Workers' Compensation.**

Employees off work due to injury or illness compensable under Workers' Compensation shall continue to accumulate seniority for the full period of illness or injury or disability precisely as though they had been working an 80-hour pay period.

2. **Ionia State Hospital and Riverside Mental Health Seniority.**

1 All experience earned at the Ionia State Hospital or Riverside Mental Health
2 Facility will be counted as continuous service in the class series that the
3 employee was in, on the effective date of the initial contract, which was
4 February 1, 1981.

5 3. Seniority Earned Prior to February 1, 1981.

6 Employees who had time in Security Unit classes prior to February 1, 1981
7 will not have that time deducted from their current seniority.

8 4. Seniority Tie-Breaking.

9 In the event two or more employees have the same seniority, seniority of the
10 one as against the other shall be determined by giving the greater seniority
11 credit to the employee with the highest New Employee School graduation
12 score.

13 To break ties which exist thereafter, and when one or more of the employees
14 in the seniority tie does not have a New Employee graduation score, the last
15 four digits of the Social Security number shall be used to break such ties, with
16 preference going to the employee with the lowest number.

17 5. Breaks in Service.

18 An employee's continuous service record shall be broken and not bridged
19 when the employee separates from state classified service.

20 An employee who returns to a career position within the Bargaining Unit after
21 a break in service shall have his/her total previous Bargaining Unit seniority
22 hours credited upon request to his/her facility personnel office.

23 **Section D. Application.**

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

27 When the Employer becomes responsible for a function previously administered
28 by another government agency, a quasi-public, or a private enterprise, the

1 seniority of employees who become Bargaining Unit members as a result of this
2 change shall be their date of appointment into state service unless the legislation
3 or an Executive Order causing such appointment, or Civil Service Commission
4 action, specifies differently. Such seniority will be changed only where the
5 employee is separated by reason other than layoff, suspension or approved
6 leave of absence.

7 **Section E. Seniority Information.**

8 The Employer will prepare seniority lists structured by Department, Work
9 Location, and classification, (each level within a series is a separate
10 classification) showing the Bargaining Unit seniority (as defined in Section C. of
11 this Article) of all Bargaining Unit employees on the payroll on the preparation
12 date. The seniority lists for a work location shall be prepared at the end of the
13 first pay period that reflects the seniority earned and credited through the end of
14 the last full pay period in July and at the end of the first pay period that reflects
15 the seniority earned and credited through the end of the last full pay period in
16 January and will be made available for review by employees. A copy of the
17 current seniority list shall be furnished to the Union.

18 Any employee or the Union shall be obligated to notify the Employer of any error
19 in the current seniority list within 30 calendar days of the date such list was made
20 available for review by the employees or provided to the Union, whichever is
21 later. If no error is reported within such reporting period, the list will stand as
22 prepared and will thereupon become effective. Any error timely reported shall be
23 corrected promptly.

24 Current seniority shall be updated and recomputed where necessary to: Add or
25 remove the name of an employee transferring into or out of the work location
26 and/or classification, as applicable; resolve a dispute arising from lost time
27 incurred subsequent to the publication of the then-current seniority list; and
28 determine the relative seniority of employees for purposes of implementing a
29 layoff, in which case the pay period ending closest to, but before, the date of
30 notice of layoff to the Union shall be used.

1 **Section F. Probationary Employees.**

2 For purposes of this Article, probationary employees shall be granted no seniority
3 rights. Upon successful completion of the probationary period, such employees
4 shall have credited to them the number of hours which they accumulated during
5 their probationary period. However, this provision does not prohibit departments
6 and agencies from rank ordering probationary employees--only among
7 themselves--within the work location, layoff unit and classification.

8

1 **ARTICLE 14**

2 **LAYOFF AND RECALL PROCEDURE**

3 **Section A. Application of Layoff.**

4 MCO recognizes the right of the Employer to lay off or to temporarily reduce the
5 hours of employment consistent with this Agreement, including the right to
6 determine the extent and effective date of such reductions. Upon Union request
7 to negotiate and a showing by the Union that such reductions do or will pose a
8 clear and present threat to the safety of Bargaining Unit employees, the
9 Employer will enter into negotiations over the modification and remedy of such
10 resulting substantial adverse impact upon the employees of the Bargaining Unit.
11 Bumping, layoff and recall of Bargaining Unit employees shall be exclusively
12 governed by and in accordance with the provisions of this Agreement and this
13 Article, with the exception that they shall not apply to:

14 1. Temporary (Emergency) layoff of less than 20 cumulative calendar days; in
15 such cases, employees will be laid off by inverse seniority within classification
16 and work location and recalled by seniority. Temporary layoffs shall not
17 exceed six days per fiscal year during the term of this Agreement.

18 This temporary layoff will only be used for emergency situations, defined for
19 this Article as follows:

- 20 (a) Unanticipated loss of funding which the Department or Agency does not
21 expect to obtain or make up within the temporary layoff period; or
- 22 (b) Natural disaster, lack of utilities or civil disruption that makes premises at a
23 work location inaccessible or unusable, subject to the provisions of Article
24 33, Compensation Policy Under Conditions of General Emergency.

25 Prior to implementing temporary layoffs, the Employer will afford the Union the
26 opportunity to raise and discuss other cost-savings measures as alternatives to,
27 and/or alternative methods for, such temporary layoffs, but such discussions
28 shall not be cause for delay in implementation.

1 The following provisions shall apply in the event a temporary layoff is
2 implemented:

3 • Seniority: An employee who is temporarily laid off will not lose continuous
4 service hours credits for purposes of seniority and fringe benefit accruals. A
5 temporarily laid off employee will not be paid base wages, shift differential,
6 overtime, on-call, hazard, or any similar pay or premiums.

7 • Notice Requirements:

8 Notice to Union: The department or agency will give the Union at least 15
9 calendar days written notice of the date or dates on which the Employer plans
10 to implement temporary layoffs of all or some Bargaining Unit employees.
11 This notice will identify the work locations where the department/agency
12 intends to implement a temporary layoff and the effective dates of the
13 temporary layoffs;

14 Notice to Employees: The department or agency will give notice to the
15 employees to be laid off at least seven calendar days before the first day of
16 layoff. Such notice may be in the form of individual written notice to
17 employees, posting at the worksite, or other method of notice as determined
18 by the Employer. The department or agency is not required to give the Union
19 concurrent notice containing information such as employee names,
20 classification, seniority, work location, shift assignments or other detailed
21 information; however, the department or agency shall provide the Union with
22 a concurrent copy of whatever notice is provided to Bargaining Unit
23 employees.

24 Exempt Work Location Notice: If a work location is completely exempt from
25 temporary layoff, the department or agency will post a notice so stating at
26 least seven calendar days before the first day of temporary layoffs at other
27 work locations.

28 2. Voluntary Indefinite Layoffs, as provided in Section C. of this Article.

- 1 3. Exceptions agreed to in writing in letters of understanding by the Union, the
2 departmental employer, the Office of the State Employer, and approved by
3 the State Personnel Director and/or the Civil Service Commission.
- 4 4. The expiration of a limited term appointment. An employee with status
5 acquired in a limited term appointment and separated because of the
6 expiration of that appointment may be reinstated within three years in any
7 vacancy in any Department in the same classification as that from which the
8 employee was separated. Such reinstatement may precede employment of
9 any person from a promotional list and any person with less seniority on a
10 layoff list. This Section shall not apply in the case of a continuing state
11 classified employee who accepted an appointment to a limited term position
12 under the same Appointing Authority at a higher level; in this situation, not
13 more than six months (1040 hours) of service earned in the limited term
14 position shall be considered Unit seniority and shall be applied at the former
15 (lower) level upon expiration of the limited term position.

16 When the Employer determines there is to be a layoff of more than 20 calendar
17 days, employees who are scheduled to be involuntarily laid off shall be given
18 written notice not less than 15 calendar days prior to the effective date of layoff.
19 The Employer will, when layoffs are being planned, inform MCO as soon as
20 practicable and, upon request, discuss the potential impact upon Unit employees
21 caused by such layoff. The Employer shall furnish MCO concurrent written notice
22 of the name, seniority, classification, and current work location of employees
23 scheduled to be laid off.

24 **Section B. Reduction in Hours; Other Alternatives.**

25 In the event the Employer plans a temporary reduction in hours of employment
26 for full time employees, other than a temporary layoff of less than 20 calendar
27 days, the parties will discuss such plans and, upon mutual agreement only, such
28 plans may be implemented. Other alternatives to layoff shall be subject to the
29 same mutual agreement requirements.

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

6 **Section C. Voluntary Indefinite Layoffs.**

7 When the Employer elects to reduce the workforce, employees within the
8 affected classifications and Layoff Units may request, in writing, preferential
9 layoff out of line seniority. If granted, the Employer shall not contest the
10 employee's eligibility for unemployment compensation. Employees shall be
11 placed on recall lists in accordance with this Article.

12 In the event such employee is disqualified from collecting unemployment
13 compensation benefits solely due to the voluntary preferential nature of the
14 layoff, upon the employee furnishing satisfactory written documentation of such
15 denial to the Employer, the Employer shall immediately cancel such layoff and
16 shall recall the employee, subject to the 15 day layoff notice period required by
17 this Agreement.

18 **Section D. General Layoff Procedures.**

19 1. Layoff Unit shall be defined as Work Location as defined in Article 3. In the
20 event of closure of or a significant reduction at a work location the Layoff Unit
21 shall be determined by the mutual agreement of the parties unless altered
22 through secondary negotiations.

23 If operations at a work location are significantly reorganized, consolidated or
24 Bargaining Unit work is transferred to a new or different existing facility (whether
25 causing layoffs or not) at the original work location, any dispute regarding how
26 the Sections of this Article are to be applied to such circumstances will be subject
27 to departmental Labor-Management meetings and/or the conference procedure
28 provided in Article 11, Section E. of this Agreement. Any agreements reached in
29 such meetings shall be in writing. Such meetings shall not operate to delay

1 implementation of these provisions. For purposes of this Subsection, the term
2 “significantly reorganized” shall be determined in secondary negotiations.

3 2. Within a Layoff Unit, layoff shall be by Civil Service classification within a
4 series as defined in Section E.

5 3. Employees within the affected Layoff Unit shall be laid off in inverse seniority
6 order, as defined in Article 13 C. and Subsection D.4 and D.5 of this Article.

7 However, the Employer may lay off and recall by out-of-line seniority because of:

8 a. Gender, as provided by law or court order;

9 b. ~~Department of Civil Service~~Civil Service Commission approved selective
10 certification;

11 c. Voluntary layoffs;

12 The exceptions listed in a. and b. above shall only be made where there is a valid
13 occupational requirement and no alternative exists for preferring the less senior
14 employee.

15 The Employer shall give notice of such intent to the Union and, in accordance
16 with Civil Service Rules and Regulations, shall meet and confer with MCO about
17 the impact of such determination.

18 4. When an employee is transferred or promoted out of the Bargaining Unit, the
19 employee shall retain the Bargaining Unit's seniority accumulated up to the
20 date of such transfer or promotion for purposes of exercising bumping rights
21 within the Bargaining Unit under this Agreement.

22 Any person employed in a first or second level supervisory capacity over
23 positions assigned to this Bargaining Unit shall have all service accumulated in
24 such supervisory capacity as of October 1, 1980 credited as seniority in the class
25 series in which the supervisor was last employed in the Bargaining Unit.
26 However, no service accumulated in such supervisory capacity subsequent to
27 October 1, 1980 shall be credited as seniority for purposes of bumping within the
28 Bargaining Unit.

- 1 An employee laid off out of line seniority order under the provisions of Subsection
2 D.3. above shall continue to receive seniority credit for the period of layoff, not to
3 exceed five years, provided that a less senior employee in the same class and
4 level is still working in the layoff unit from which the employee was laid off.
- 5 5. Chief Stewards and members of the MCO Executive Council, if employed in
6 the Bargaining Unit, shall be considered as more senior than other members
7 of the layoff unit, but only at their current facility during the term of their
8 respective office and only for the purposes of layoff and recall (excluding
9 voluntary and/or temporary layoffs). Not more than two employees at any one
10 work location or facility shall be accorded such seniority status at any one
11 time. Any such official at a closing facility shall only exercise bumping
12 preference and recall in accordance with bargaining unit seniority.
- 13 6. No employee within a Security Unit layoff unit with Civil Service status
14 (examined, certified eligible, and satisfactorily completed a probationary
15 period) shall be laid off from the affected classification until all Security Unit
16 employees within the layoff unit who are without status and who are
17 employed in the affected classification are laid off.

18 **Section E. Bumping.**

19 The employee scheduled for layoff under Section D. may elect to either accept
20 layoff or bump in accordance with the process outlined in this Section.

21 An employee scheduled for layoff who fails or is unable, in accordance with
22 Section D.3., to exercise the option to bump to the least senior position shall be
23 laid off.

24 Within seven calendar days of receipt of notification of layoff, the employee
25 scheduled for layoff shall notify the Employer of his/her decision to either accept
26 layoff or bump within his/her current class series, as listed below. Alternatively,
27 an employee may bump into the least senior position in the layoff unit in a former
28 class series at or below any level at which the employee had satisfactorily
29 completed the required probationary period. This alternative shall not apply to
30 employees who were demoted from the higher paying class for disciplinary

1 reasons or who transferred from the higher paying classification in less than
2 satisfactory employment status.

3 An employee seeking to bump into another position must meet all requirements
4 in accordance with Section D.3.

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

Classifications in a Class Series

<u>Classification</u>	<u>Classes in Series</u>
Corrections Medical Aide	Corrections Medical Officer 8 Corrections Medical Officer E9 Corrections Medical Unit Officer E10
Corrections Officer	Corrections Officer 8 Corrections Officer E9 Resident Unit Officer 10
Forensic Security Aide	Forensic Security Assistant 8 Forensic Security Assistant 9 Forensic Security Assistant E10
Special Alternative Incarceration Officer	Special Alternative Incarceration Officer 9 Special Alternative Incarceration Officer E10

11 Bump process--after the parties have identified the layoff unit:

- 1 1. The Employer shall identify the vacancies and least senior employees within
2 the layoff unit equal to the number of positions being abolished within the
3 layoff unit. These least senior employees shall be issued layoff notices.
- 4 2. If the layoff unit contains more than one work location, employees remaining
5 in the layoff unit who are displaced from their original work location (due to
6 the closure, reduction consolidation, etc.), will be placed in existing vacancies
7 or the vacated positions identified in step 1 above. Placement into these
8 positions shall be in seniority order based on preferences provided by the
9 employees.
- 10 3. Employees remaining in the layoff unit may request an exchange transfer
11 (one for one transfer) with any bargaining unit member in the same
12 classification in accordance with Article 15 Part D §A.6., either within or
13 outside the layoff unit. Exchange transfers shall not be unreasonably denied
14 and will be processed with the rest of the layoff unit moves, if possible. In
15 addition, during the bump process, exchange transfers occurring within this
16 Article shall supersede all other closer to home and seniority based transfers
17 or recalls, as no vacancy exists. Requests for exchange transfers shall be in
18 writing by both employees requesting to exchange.
- 19 4. The parties may reach mutual agreement to modify the process to minimize
20 impact on affected employees as necessary.

21 **Section F. Recall Lists.**

- 22 1. Laid Off Employees. Recall lists shall be maintained by seniority for each
23 classification for the layoff unit affected by layoff. Each laid off employee shall
24 automatically have his/ her name placed upon the layoff unit recall list, in
25 order of seniority, for the classification, and layoff unit, from which he/she is
26 laid off.

27 In addition, each laid off employee shall have the right, upon request, to have
28 his/her name placed upon a departmental recall list, in order of seniority, for
29 the classification from which he/she is laid off, for each layoff unit at which
30 he/she will accept recall. The employee shall notify the Employer in writing of

1 his/her designation within seven calendar days subsequent to being laid off.
2 The Employer will furnish a standardized form to each employee for recall
3 designation. Return from a departmental recall list shall be in order of
4 seniority.

5 In addition, the laid off employee shall have the right to have his/her name
6 placed upon the layoff unit recall list, in seniority order, for such additional
7 classifications in which he/she has satisfactorily completed a probationary
8 period in this bargaining unit. Such employee shall also have the right to have
9 his/ her name placed on departmental lists(s), and statewide
10 interdepartmental recall lists for such position(s) as provided above.

11 2. Transfer in Lieu of Layoff. In the Department of Corrections, an employee
12 who is not actually laid off from a work location that has scheduled layoffs---
13 but who transfers to another work location in lieu of being laid off---shall be
14 placed on the layoff unit recall list for the employee's classification for the
15 work location from which the employee transferred, but only under the
16 following conditions:

17 a. The Employer has formally notified the Union of its plans to schedule
18 layoffs at the employee's original work location; and

19 b. The employee's original work location is not closing; and

20 c. The employee's classification is one in which layoffs are being scheduled
21 at the employee's original work location; and

22 d. The effective date of the employee's transfer to the different work location
23 is later than the date the Employer notifies the Union of its plans to
24 schedule layoffs at the original work location, but before the effective date
25 of the layoffs at the original work location.

26 Such transferred employee shall be recalled from the original layoff unit recall
27 list in the same manner as if he/she had actually been laid off from that work
28 location.

1 Implementation of this procedure shall be monitored by the Department of
2 Corrections Central Personnel Office.

3 3. Administration of Lists. An employee may delete in writing a classification or
4 designated work location from any list upon which his/her name appears
5 without penalty at any time prior to the recall notice being sent.

6 If there is an error in the administration of the system which leads to improper
7 recall, such recall shall be corrected; however, for a 14 day period following
8 the date the Employer became aware of improper recall, the Employer shall
9 have no financial liability including back pay to the employee not properly
10 recalled.

11 **Section G. Recall from Layoff.**

12 The provisions of this Section shall be applied subject to the exceptions listed in
13 Section D.3. of this Article. Notice of recall shall be sent to the employee at
14 his/her last known address by registered or certified mail.

15 When the Employer intends to fill a vacancy by means other than bump, or
16 reassignment or transfer within the Work Location, the Employer shall recall the
17 most senior employee who is on the layoff unit recall list for such classification.

18 If no employee is on such layoff unit recall list, the Employer shall recall the most
19 senior employee from the Departmental recall list for the classification provided
20 for in Section F. of this Article.

21 If no employee is on such Departmental recall list, the Employer shall recall one
22 of the three most senior employees from the statewide recall list for the
23 classification provided in Section F. of this Article.

24 The shift (and current days off of the vacancy where appropriate) to which a
25 recalled employee is assigned shall be in accordance with the recalled
26 employee's seniority in accordance with Article 15.

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

4 **Section H. Removal of Name From Recall Lists.**

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

- 8 1. An employee who refuses recall to employment in his/her layoff unit in his/her
9 primary class shall be removed from all recall lists as a voluntary resignation.
- 10 2. An employee who accepts recall to employment in his/her layoff unit and
11 his/her primary class shall be removed from all recall lists.
- 12 3. An employee who refuses or accepts recall to a secondary class on the layoff
13 unit recall list shall be removed from all lists for such secondary class.
- 14 4. An employee who refuses or accepts recall to a primary or secondary class
15 on a departmental recall list shall be removed from the list(s) for such class
16 except at the layoff unit from which he/she was laid off.

17 For purposes of this Agreement, the following definitions shall apply:

- 18 • A Primary Class is the classification from which an employee is
19 originally laid off.
- 20 • A Secondary Class is any classification in which an employee has
21 satisfactorily completed a required probationary period, and any lower
22 level classification in that same series.
- 23 • A Layoff Unit Recall List is a recall list for the layoff unit from which the
24 employee is laid off.
- 25 • A Departmental Recall List is a recall list for all layoff units within the
26 Department from which the employee is laid off.
- 27 • Class refers to classification.

1 An employee may, upon showing a good cause for failure to respond, have
2 his/her name restored to the appropriate list(s) for consideration in filing future
3 vacancies.

4 **Section I. Recall to Temporary Vacancies.**

5 In accordance with the provisions of this Article, employees shall designate
6 agreement to be recalled by work location on a temporary basis when laid off.
7 Recall to a temporary vacancy shall also be on the basis of seniority. An
8 employee who fails to accept recall to a temporary vacancy at a layoff unit
9 previously designated shall be removed from that list. Removal from a temporary
10 list shall not affect the employee's place on any permanent recall list.

11 **Section J. Layoff and Recall Information for MCO.**

12 The Employer agrees to provide the Union copies of such material which the
13 Employer uses to determine the employees who are to be laid off.

14 The Employer agrees to provide copies of all layoff unit, Departmental and
15 statewide recall list(s). The Employer will inform the Union of any changes in,
16 additions to, or deletions from such list(s). The Employer will also provide the
17 Union copies of updated lists when they are to be used for recall.

18 **Section K. Relocation Expenses.**

19 Employees exercising bumping rights and/or accepting recall under the
20 provisions of this Article shall not be entitled by this Agreement to receive moving
21 or relocation expense reimbursement or a subsistence allowance.

22 **Section L. Expanded Employment Option.**

23 Any status Forensic Security Aide who has been notified of layoff, and is unable
24 to bump to another position at the Center for Forensic Psychiatry under the
25 provisions of Section E. of this Article, may transfer to a vacant Corrections
26 Officer 8 position within the Correctional Facilities Administration Region III
27 provided there is no Departmental layoff list, if the employee has Civil Service
28 status, and provided he/she meets the requirements for entry into the

- 1 classification and the position, and subject to Civil Service Rules and
- 2 Regulations, and laws governing educational requirements.
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ARTICLE 15

ASSIGNMENT, VACANCY AND TRANSFER

Section A. Definitions.

1. Vacancy. A vacancy shall be defined as an unfilled, permanent, funded position which the Employer seeks to fill. A position from which an employee has been laid off is not a vacancy.
2. Assignment. Assignment shall be defined as all positions in the class performing essentially the same duties at a work station on a shift. A work station is, e.g., a post, housing unit, ward, etc.
3. Bid Assignment. A bid assignment includes all the bid positions within that assignment, unless otherwise indicated herein.
4. Transfer. Transfer shall be defined as the filling of a vacancy or change in assignment at the employee's initiative or request.
5. Work Location. For purposes of this Article, Work Location shall have the definition provided in Article 3, Section B., of this Agreement.
6. Reassignment. A reassignment is a change of assignment of a Bargaining Unit employee effected upon the Employer's initiative.
7. Position. A position is a grouping of tasks and duties necessary to complete a function or unit of work performed by a single employee.

Section B. Right of Assignment.

Except as provided in this Article, the Employer shall have the right to assign and reassign employees within a classification at an Agency or Work Location. Non-Secure Unit hospital coverage may be assigned from any work location above daily staff complement for that shift.

If a reassignment within a Work Location involves a change of shift or days off, such reassignment will be made by reassigning the least senior employee on the shift, in the class, at the Work Location. Exceptions may be made for initial or

1 continuing probationary employees legally required or implied selective
2 certification, and employees possessing specific training (firearms, etc.);
3 however, such exceptions shall be made by utilizing inverse seniority among
4 qualified employees.

5 Non-Bid Positions: The method of assigning employees to non-bid jobs will be
6 maintained, except as provided herein. Supervisors may consider employee
7 preference when filling non-bid positions.

8 In the event management elects to establish a system of regularly rotating
9 among non-bid positions, the Union shall be notified in advance and shall be
10 given an opportunity to review and discuss the procedure.

11 In the event management elects to change a significant number of assignments,
12 management shall notify the Union in advance and be given an opportunity to
13 discuss the procedure. Nothing in this Article shall preclude an individual
14 employee or his/her Union Representative from seeking information regarding
15 his/her reassignment.

16 **Section C. Probationary Employee Assignments.**

17 The Union recognizes the right of the Employer to place initial or continuing
18 probationary employee(s) on a shift and assignment where exposure will be
19 maximized for training and supervision. Such probationary assignments shall be
20 made after giving consideration to recognizably hazardous assignment locations.
21 It is the intent that the probationary employee will not be placed in an assignment
22 which poses an unusual risk of physical assault by prisoners or patients. It is also
23 the intent of this Section to insure that probationary employees with less than
24 eight months of service, will receive broad experience with close supervision and
25 training by a supervisor or experienced status employee. This assignment will in
26 no case extend beyond the new employee's probationary period. Once an
27 employee satisfactorily completes the probationary period, the position on the
28 shift to which he/she was assigned will become vacant and filled on a permanent
29 basis from the Shift Preference List; the newly stasured employee will then be
30 assigned to a shift in accordance with his/her seniority. It is the intent that, in a

1 multiple position assignment, a majority of the positions should be filled by non-
2 probationary employees.

3 The Union shall be entitled to grieve an individual probationary employee
4 assignment, on the basis the assignment posed or poses an undue safety risk to
5 the assigned employee, culminating in appeal to and review by the Deputy
6 Director for the Correctional Facilities Administration in the Department of
7 Corrections, and the Human Resources Director or designee in the Department
8 of Health and Human Services. ~~The, the~~ procedures for such appeal which shall
9 be established in secondary negotiations.

10 **Section D. Reasonable Accommodation and Alternative Assignments.**

11 The Employer will make every reasonable effort to grant a request for a
12 reasonable accommodation under the Agreement to which an employee is
13 entitled under the Americans with Disabilities Act (ADA). Where a vacancy exists,
14 nothing shall prohibit the parties from mutually modifying this Agreement to
15 accommodate an employee who is entitled to such accommodation under ADA,
16 but such modification shall only occur in very unusual circumstances. The parties
17 may also agree to modify this Agreement to provide alternative duties for
18 employees under the Disability Management Program.

19

1 **ARTICLE 15, PART A**

2 **TRANSFERS BETWEEN SHIFTS**

3 An opportunity to apply for shift vacancies at a Work Location shall be given to all
4 non-probationary employees with status in the classification at such Work
5 Location. In the case where there will be a promotion, an opportunity to apply for
6 a shift vacancy shall be given to all non-probationary employees at the Work
7 Location with status within the vacancy classification, prior to such promotion.

8 Employees shall be selected to fill vacancies on shifts within their classification
9 from a shift transfer list, with absolute preference given to the most senior
10 qualified and available employee whose name has been on the list and in the
11 classification for at least 30 calendar days prior to the last date of the vacancy
12 posting.

13 ~~When the Employer intends to fill a vacancy, notice containing the date and time~~
14 ~~will be physically posted at the work location. The locations for such postings will~~
15 ~~be agreed upon locally, however the Employer will not be required to agree to~~
16 ~~post the vacancy in more than two locations at a work location.~~

17 Management will select the most senior qualified and available employee whose
18 name has been on the list and in the classification for at least 30 calendar days
19 prior to the notice.

20 1. If an employee eligible for transfer is on annual leave, sick leave or on an
21 approved leave of absence at the time of the posting, he/she will be contacted
22 and allowed to accept the vacancy provided he/she is able to return to work
23 within 21 calendar days from the date of notice. If the employer attempted
24 and was unable to contact the employee or leave a message, the Chapter
25 Union President will be so advised. The absent employee will have seven
26 days to respond to the notice before the Employer awards the shift transfer to
27 the next eligible employee.

28 2. Employees may sign the shift transfer list at any time.

- 1 3. Such lists shall be available to the Union for inspection.
- 2 4. The date that an employee signs the shift transfer list shall be permanently
3 recorded on said list(s) beside the employee's name.
- 4 5. An employee's refusal of an offered shift transfer will result in removal from
5 the list for that particular shift. The employee shall be allowed to immediately
6 place his/her name back on the list, but must re-qualify by having his/her
7 name on the list for 30 calendar days.
- 8 6. If the transfer list is absent eligible applicants at the time the vacancy occurs,
9 employees with less than 30 days on shift in the classification shall be eligible
10 for the transfer by seniority order.
- 11 7. Employees other than those referenced in Section A.1. above shall have 3
12 calendar days to accept an offered shift transfer before being considered as
13 having refused.
- 14 Nothing herein shall prohibit a shift trade between two employees in the same
15 classification who are the most senior on their respective transfer lists within that
16 classification.
- 17 The Employer may assign or transfer employees between shifts out of seniority
18 order to fill a vacancy that has a legally required or implied selective certification
19 requirement. In addition, it may be necessary to make temporary general
20 exceptions to this Section in order to have a balance of status personnel on each
21 shift. Experience balancing exceptions shall not exceed six months, unless
22 extended by mutual agreement between the parties at the local or departmental
23 level. Before such general exceptions may be made, the Union must be notified
24 and given the reasons as well as the duration of the exception. If seniority
25 employees are moved to or held on a shift, all successful shift transfer requests
26 and/or bids on positions will be honored upon completion of such period.
27 Temporary vacancies created by the above may be filled by temporary
28 reassignment.

1 For purposes of this Article, current institutional practice concerning the treatment
2 of the day activity shift as part of, or separate from, the morning shift shall
3 continue as defined in Article 16, Section D.

4 An 8-level employee with one or more years of service, who is eligible for
5 appointment to the E9-level, shall be eligible to transfer to an E9-level shift
6 vacancy, if he/she fulfills the requirements of this Subsection.

7

1 **ARTICLE 15 PART B**

2 **BID POSITIONS**

3 **Section A. Department of Corrections.**

4 1. Employees in the classification (except as provided in Subsection 8 below) on
5 the same shift at a Work Location will be given an opportunity to apply for bid
6 positions. Bid positions that become vacant will be posted within 21 calendar
7 days from the date of the vacancy (see definition in Section A.1. above) for a
8 period of seven weekdays. Employees on other shifts will not be eligible to
9 apply for such specific position openings. All postings will designate which
10 shift is eligible to apply, and include such data as classification, position
11 location, description of duties, and any special requirements or knowledge,
12 skills, or abilities, and scheduled days off, if applicable.

13 2. The Employer shall fill the position by selecting one of the three most senior
14 qualified and available employees on the shift in satisfactory service status
15 who have filed a timely application. If less than three apply, one of the
16 qualified applicants shall be selected. An employee will be considered to be
17 available if on annual or sick leave or approved leave of absence of up to 21
18 calendar days from the last day of the posting. It is the intent that the
19 selection will be based upon job-related criteria, resulting in the most qualified
20 applicant being selected.

21 If a bid request is pulled by an employee either prior or subsequent to being
22 awarded, the next applicant shall be placed in the pool.

23 3. When determining whether an applicant is qualified, and when considering
24 the top three most senior applicants, the Employer will consider the following
25 factors:

26 a. Demonstrated special knowledge, skills or abilities as announced in the
27 posting;

28 b. Physical ability;

- 1 c. Demonstrated ability to effectively interact with residents and/or the public;
- 2 d. Demonstrated ability to follow instructions, including security regulations.
- 3 e. Nothing herein shall require that the most senior applicant be selected.
- 4 4. Employees who have been placed on bid positions as a result of a successful
5 bid may not bid on another position within 12 calendar months.
- 6 5. Bid positions will be posted at the Work Location according to Part B., Section
7 A.1 of this Article. Employees in bid positions resulting from this Article will
8 retain such positions until they either: Bid to another position; or are removed
9 for the reasons listed in Part E of this Article.

10 Employees may be reassigned from bid positions on a daily basis to cover
11 another position. If an employee has been reassigned from a bid job, such bid
12 job may not be filled with a different employee for that shift .
- 13 6. Designated bid positions will only be posted and filled when such positions
14 become vacant after the effective date of this Article. All future vacancies that
15 are designated as bid jobs will be filled in accordance with this Section. It will
16 be the policy of the Employer to minimize changes in assignments.
- 17 7. Assignments will be filled from within the same classification and level except
18 where the vacant bid position is prepatterned and preauthorized and the
19 bidding employee meets the qualifications for that classification and any
20 special requirements listed on the posting.
- 21 8. Bid positions at current institutions where no such bid positions are
22 contractually established in Subsection 11 below may be negotiated in
23 secondary negotiations at the request of either party. Such secondary
24 negotiations may recognize local agreements heretofore reached between
25 the parties, provided that in no circumstance shall the parties be required to
26 agree to a number of bid positions on a shift which exceeds 20% of the total
27 assignments on the shift.

1 9. The process by which the parties may reach agreement over bid positions at
2 facilities which become operational after the effective date of this Agreement
3 shall be subject to secondary negotiations at the request of either party.
4 However, the Department shall have no obligation to discuss identification of
5 such bid positions until at least one year after the facility has become fully
6 operational. In no circumstance shall the parties be required to agree to a
7 number of bid positions on a shift which exceeds 20% of the total
8 assignments on the shift at such facilities.

9 10. When bid positions are abolished by the Employer, an equal number of new
10 bid positions at that Work Location may be selected in local and, if necessary,
11 departmental Labor-Management meetings. Any agreements reached therein
12 shall be recorded in a Letter of Understanding between the Employer and
13 MCO.

14 11. The current contractually established bid jobs/positions (described in
15 Appendix F) will remain in effect. The parties may negotiate over the identity
16 and/or number of bid jobs/positions at facilities opened or substantially
17 reorganized after 1996, except that the parties shall not be required to agree
18 to a number of bid positions on a shift which exceeds 20% of the total
19 assignments on the shift.

20 **Section B. Department of ~~Community Health~~Health and Human Services.**

21 1. Forensic Security Assistants shall have the opportunity to apply for bid
22 positions vacancies on their shift, with the exception of Transporter positions.
23 Transport bids shall take applications to fill the bids from all shifts. Bid
24 positions will be identified in Appendix G of this Agreement. Bid positions that
25 become vacant will be posted within 21 calendar days from the date of the
26 vacancy (see definition in Section A.1. above) for a period of seven
27 weekdays. Vacancies will be filled by one of the three most senior qualified
28 available employees who apply. An employee on sick leave for not more than
29 three weeks from the last day of the posting will be considered available.

- 1 2. In utilizing a transfer request to fill a vacant bid position, where three or more
2 eligible employees have requested the position, the Employer will fill the
3 position by selecting one of the three most senior qualified available
4 employees in satisfactory service status. When considering the top three
5 most senior applicants, the Employer will consider the following factors:
- 6 a. Demonstrated special knowledge, skills, or abilities;
 - 7 b. Demonstrated ability to follow instructions including security regulations;
 - 8 c. Demonstrated ability to effectively interact with residents and/or the public;
 - 9 and
 - 10 d. Physical ability.
- 11 3. Bid positions will be posted at the Work Location according to Part B, Section
12 A.1.of this Article. Employees in bid positions resulting from this Article will
13 retain such positions until they either: bid to another position; or are removed
14 for the reasons listed in Part E of this Article.
- 15 Employees may be reassigned from bid positions on a daily basis to cover
16 another position. If an employee has been reassigned from a bid job, such bid
17 job may not be filled with a different employee for that shift.
- 18 a. If determined to be not appropriate for bid position, the FSA shall be
19 returned to his/her prior duties and responsibilities;
 - 20 b. The return to prior duties and responsibilities shall not be grievable
21 beyond Step 2.
- 22 4. Bid positions and the procedure for filling them shall be subject to secondary
23 negotiations. If an agency creates new, permanent job assignments to be
24 worked the entire shift, the subject of bid positions may be addressed at
25 agency Labor-Management meetings.

1 **Section C. Vacating Bid Positions.**

2 If an employee voluntarily leaves his/her bid assignment for more than 28
3 calendar days in a 12-month period to perform another job, that bid shall be
4 considered vacant and will be reposted for bid in accordance with this Article.

5 An employee performing union obligations shall not be considered as voluntarily
6 vacating his/her bid assignment.

7 **Section D. All Other Positions on a Shift.**

8 All other positions on a shift not designated as bid positions may be filled by
9 reassignment; recall from layoff, new hiring; reinstatement; rehire; return from
10 leave of absence; interclassification, intra-agency, interagency, or
11 interdepartmental transfer; placement of trainees; promotion; demotion or any
12 other means authorized by Civil Service rules.

13 **Section E. Temporary Reassignments on Bid Positions.**

14 During the period in which the selection process for bid positions is being
15 administered, the Employer may temporarily assign an employee to a vacancy to
16 fulfill operational needs, but in no case will the process exceed 21 calendar days.

17

1 **ARTICLE 15 PART C**

2 **SCHEDULED REGULAR DAYS OFF (RDOs)**

3 **Section A. Department of Corrections.**

4 At any Department of Corrections facility with fixed days off, the system for
5 exercising preference for scheduled regular days off (RDOs), shall be as follows:

- 6 1. Prime RDOs: Any combination of RDOs which contain a Friday, Saturday or
7 Sunday are considered as prime RDOs. Bid notices for prime RDOs with no
8 specific work assignment will be posted on various bulletin boards at the
9 Work Location within two weeks of becoming available. If prime RDOs are not
10 posted for bid within two weeks of becoming available the Union shall, upon
11 request, be given a written explanation as to the particular reasons why no
12 posting was made. Such notices shall remain posted for a period of seven
13 days. Prime RDO bids will be awarded by seniority. Employees will be
14 required to have 30 days seniority on shift to be eligible to bid on any RDOs.
15 It is not the intent of the parties to delay posting of RDO vacancies to affect
16 the selection process. An employee on annual leave or sick leave for up to
17 three weeks from the last day of the posting will be considered available.

18 It may be necessary to make temporary (four pay periods or less) exceptions
19 to this Section in order to avoid an imbalanced distribution at RDOs during the
20 pay period. Before such RDO balancing exception may be implemented, the
21 Union shall be provided written notice and given the reasons for, as well as
22 the expected duration of, such exceptions. Such RDO balancing exception
23 shall be applied only to Prime RDOs which do not have a specific work
24 assignment. If seniority employees are not awarded available Prime RDOs
25 solely because of such exception, all successful bids for Prime RDOs will be
26 honored upon completion of such period. Bid positions for RDOs which will
27 not be immediately filled because of this exception shall contain notice to that
28 effect.

1 2. All Other RDOs: For all other RDOs employees will indicate their preference
2 by placing their name in a book maintained by the Shift Commander. Such
3 RDOs will be granted in accordance to seniority as described above.

4 **Section B. Department of ~~Community Health~~Health and Human Services.**

5 At the Center for Forensic Psychiatry, Forensic Security Assistants shall have the
6 opportunity to apply for vacancies on their shift for the purpose of securing
7 desired regular days off.

8 RDOs will be divided between "prime" and "non-prime" days. Prime RDOs shall
9 include, by shift:

10 1st shift: Friday-Saturday, Saturday-Sunday, Sunday-Monday

11 2nd shift Friday-Saturday, Saturday-Sunday, Sunday-Monday

12 3rd shift Thursday-Friday, Friday-Saturday, Saturday-Sunday

13 Non-prime days shall include all remaining blocks of RDOs.

14 a. Prime RDOs: Prime RDOs will be posted on all units and the notice will
15 indicate the shift. The posting will be up for 14 calendar days. The most
16 senior employee who requests the RDOs will be assigned those days off,
17 unless a selective certification is authorized. Where a selective certification is
18 authorized, the most senior employee on the shift who meets or exceeds the
19 selective certification and who requests the RDOs shall be assigned the
20 RDOs.

21 b. Non-Prime RDOs: A master list will be kept in the Security Director's office.
22 Employees may place their names on the list via written memo indicating the
23 RDOs in which they are interested. The most senior employee on the list for
24 at least seven calendar days requesting the particular RDOs that are
25 available will be assigned those days off. RDOs that become available as a
26 result of the above assignment will be filled following the same procedure,
27 and that method of assignment will be continued until all employee requests
28 are met. Where a selective certification is authorized, the RDOs shall be

1 assigned to the most senior employee who is on the shift who meets or
2 exceeds the selective certification requirements and whose name has been
3 on the master list for at least seven calendar days. Employees shall have the
4 right to request more than one combination of RDOs. The employee shall
5 have the right to turn down RDOs when offered, without prejudicing their
6 position on the list.

7 For purposes of this Article, the Forensic Security Assistant series shall be
8 considered as one class consisting of 8s and 9s and E10s. An employee on sick
9 or annual leave for not more than three weeks will be considered available.

10 **Section C.**

11 Movement between RDO groups within a shift at any facility at the request of the
12 employee(s) may be allowed, consistent with operational requirements.

13

1 **ARTICLE 15 PART D**

2 **TRANSFERS BETWEEN WORK LOCATIONS**

3 **Section A. Department of Corrections.**

4 1. An employee may request a transfer for which she/he qualifies to any work
5 location within the Department of Corrections and within the Bargaining Unit.
6 An employee's request must be placed in writing on an appropriate form
7 submitted to the personnel office of the facility at which the employee
8 currently works. Personnel will affix the date of receipt, return a copy to the
9 employee and forward the original to the Department's Central Office of
10 Human Resources Management, which will administer and coordinate all
11 transfers between work locations.

12 2. Seniority Based Transfer. To be eligible for a transfer utilizing the seniority
13 provisions of this Section, an employee must be available to work within two
14 biweekly pay periods, and meet the following conditions:

- 15 a. ~~Be non-probationary~~Have status in the classification, and
- 16 b. Have no record of disciplinary action or unsatisfactory rating during the
17 two years preceding the date of the transfer request or during the period
18 between the application date and the time she/he is considered for
19 transfer, and
- 20 c. Not have voluntarily transferred any time during the 12 month period prior
21 to the application date, and
- 22 d. Apply during the window period. The window period shall be May 1st
23 through May 31st for transfers between July 1st and December 31st and
24 November 1st through November 30th for transfers between January 1st
25 and June 30th. The previous transfer list shall expire at the end of each
26 window period.
- 27 e. The conditions in which vacancies shall be filled on the basis of seniority
28 at existing facilities, camps and corrections centers are as follows:

- 1 i. Facilities ~~or~~ camps, corrections centers and residential reentry
2 programs with five or more vacancies during the previous six month
3 period, shall fill the first vacancy per six month transfer period with the
4 most senior, eligible and qualified applicant.
- 5 ~~ii. Facilities or camps, with less than five vacancies during the previous~~
6 ~~six month period, shall fill the first vacancy per six month transfer~~
7 ~~period with one of the three most senior, eligible and qualified~~
8 ~~applicants.~~
- 9 ~~iii. Corrections centers and Residential Reentry Programs shall fill the first~~
10 ~~vacancy per six month transfer period on a regional basis by rotation,~~
11 ~~i.e., one region per six month transfer period, with the most senior,~~
12 ~~eligible and qualified applicant.~~
- 13 ~~iv. ii~~ Facilities, camps and corrections centers shall fill all other vacancies
14 in accordance with current practice.
- 15 ~~v. iii~~ Employees who have resigned in lieu of dismissal shall be excluded
16 from any transfer rights to that facility, camp, or corrections center.
- 17 3. It may be necessary, due to agreements with or commitments to the local
18 community, to place an emphasis on new hires when filling initial vacancies at
19 new facilities and the filling of such vacancies may deviate from this Article.
- 20 4. The parties agree to continue the current Department of Corrections practice
21 concerning limits on transfers out of a work location based upon diminished
22 safety and security at the work location. It is understood that such practice
23 requires the approval of the Deputy Director of the Correctional Facilities
24 Administration; or the Deputy Director of the Field Operations Administration
25 for Corrections Centers. If the Department of Corrections plans to limit
26 (freeze) transfers out of a work location, the freeze shall be discussed with
27 the Union prior to its implementation. In the event transfers out of a work
28 location are frozen, any transfer requests submitted and approved prior to the

1 freeze will be honored. Any other problems associated with the freeze will be
2 discussed by the parties to reach a mutually acceptable resolution.

3 5. Closer to Home Transfer. The Michigan Department of Corrections agrees to
4 grant up to ~~30~~40 transfers per calendar year to employees seeking an
5 assignment to a facility within a 40-mile radius of their home. Those desiring
6 such a transfer must initiate the request by submitting an application to the
7 Michigan Corrections Organization for consideration and possible referral to
8 the Department of Corrections. The window period to apply for a closer to
9 home transfer shall be from October 1 to October 31 of each year.

10 Eligible employees must have attained status, have not voluntarily transferred
11 during the 12 month period prior to the application date and have no record of
12 disciplinary action, or unsatisfactory service rating during the two years
13 preceding the date of the filling of the position.

14 No more than four employees from one work location shall be eligible for
15 transfer under this provision during a 12 month period, unless mutually
16 agreed by management. No facility shall be required to accept the transfer of
17 more than ten employees under this provision. If all employees on the transfer
18 list are not able to transfer to a vacancy during the year, up to three
19 employees who were unable to transfer will be carried over, in addition to the
20 eligible ~~30~~40, for the next calendar year.

21 Exceptions to these provisions may be granted on a case-by-case basis but
22 only at the discretion of management.

23 This category of transfer shall be awarded after seniority-based transfer
24 provisions have been met but prior to all other transfer requests.

25 6. Exchange Transfer. The parties agree to provide for an exchange transfer of
26 employees under the following conditions:

27 a. An employee seeking a transfer to another facility, camp, or corrections
28 center has the responsibility to find an employee in their same

1 classification willing to exchange positions. Such request for exchange
2 shall be in writing.

3 b. The exchange transfer shall be subject to the approval or disapproval of
4 the involved Warden(s) or Regional Administrator(s).

5 c. No reimbursement under the State Travel Regulations shall apply.

6 d. No other contractual provisions shall apply, except those regarding shift
7 transfer within an institution, since a vacancy does not exist. Shift transfers
8 within the institutions shall be processed prior to placement of the
9 employees from the exchange transfer.

10 **Section B. Transfer Interviews.**

11 If the Employer conducts lateral transfer interviews related to this Article, an
12 employee selected for interview shall be allowed necessary and reasonable time
13 for such interview without loss of pay or benefits. To be eligible for such paid
14 release time, the employee shall not have declined a reasonable offer of
15 employment at any Work Location following a transfer interview for the
16 classification.

17 **Section C. Transfer Expense.**

18 Employees transferring under the provisions of this Article shall not be entitled to
19 reimbursement for moving, travel, subsistence or relocation expenses by the
20 Employer, except as may be mutually agreed otherwise.

1 **ARTICLE 15 PART E**

2 **INVOLUNTARY REASSIGNMENT**

3 **Section A. Change in Shift or RDOs.**

4 Reassignments not associated with layoffs, closing of a subdivision of a Work
5 Location, or reorganization of a Work Location, which involve a change in shift or
6 days off, are prohibited with the exception of the following:

- 7 1. If a reassignment within a class and Work Location involves a change of shift
8 as defined in Article 16, Section D., a change from custody to housing, or
9 days off, such reassignment will be made by reassigning the least senior
10 qualified employee with Corrections Officer status, in satisfactory service
11 standing, on the shift, in the class, at the Work Location. Exceptions may be
12 made for ~~probationary~~ employees without status in the classification, legally
13 required or implied selective certifications, and employees possessing
14 specific training (firearms, etc.) utilizing inverse seniority.
- 15 2. Where an employee has been disciplined and the misconduct or action was
16 such that continuing presence in the work unit may be detrimental to the
17 effectiveness of the work unit or the employee.
- 18 3. Where investigated complaints from residents, visitors, recipients or staff are
19 found to be valid and a reassignment is in the interest of effective operation
20 and security.
- 21 4. Where the employee is not performing successfully as verified by a less than
22 satisfactory service rating.
- 23 5. Unusual circumstances where after consultation with the Union (MCO State
24 President/designee) it is mutually agreed that a reassignment is in the best
25 interest of the parties.
- 26 6. The need to comply with a court order, e.g. a personal protection order.
27 Where more than one Bargaining Unit employee is involved, the least senior
28 employee will be reassigned, unless mutually agreed to otherwise.

1 7. Corrections Transportation Officers (CTOs) and SAI employees who do not
2 meet the classification requirements shall be reassigned to an RUO or CO
3 vacancy at their parent facility, provided they are fit for the duties of the
4 position. The appropriate administrator/warden or designee and the MCO
5 State President/designee may agree to a reassignment to another facility.
6 Upon written request, the employee shall have a one time right of recall to a
7 vacancy at the employee's work location to a CTO or SAI position as
8 appropriate when the employee meets the classification requirements. This
9 provision shall also apply where the reassignment does not involve a change
10 in shift or RDOs.

11 **Section B. Reassignment Without Change in Shift or RDOs.**

12 Reassignments from a bid position (not associated with layoffs, closing of a
13 subdivision of a Work Location, or reorganization of a Work Location) which does
14 not involve a change in shift or days off, is permitted under the following
15 circumstances:

16 1. The employee occupies a position which is covered by the High Security
17 Premium program. In such event, the Employer may reassign the employee
18 after nine or more months (20 pay periods) in the bid position to a different
19 position for no more than three months (six pay periods), after which the
20 employee shall be returned to his/her bid position. The purpose of such
21 reassignment is to provide the employee with cross training and exposure to
22 a variety of facets of the operations at the Work Location.

23 2. The employee's performance in the particular bid position is not acceptable.
24 Before a reassignment may be made for reasons of unacceptable
25 performance of his/her particular bid job, the employee must have been
26 informed of the performance standards which must be met, and must have
27 been counseled in writing in an affirmative effort to raise the performance to
28 the acceptable level, and the employee has continued to perform at a level
29 below the established standard.

1 Such removal for unacceptable performance shall be grievable through Step
2 2 of the grievance procedure, except that reassignment of an employee who
3 has served less than 90 days in the bid position shall not be grievable.

4 3. The Warden or Deputy Warden of the employee's Work Location has just
5 cause to make the reassignment (on either a temporary or permanent basis)
6 to restore, preserve, or enhance the effective operation of the bid position.
7 Such reassignment shall not be regarded as an indication of unacceptable
8 conduct or performance, no adverse inference should be drawn from such
9 reassignment, and such fact shall be confirmed by written documentation to
10 the employee, with a copy in his/her personnel file. Such reassignment shall
11 be grievable through Step 2 of the grievance procedure, except that
12 reassignment of an employee who has served less than 90 days in the bid
13 position shall not be grievable.

14 **Section C. Return.**

15 If a status employee is involuntarily reassigned from his/her bid position, shift,
16 hours of work, or has his/her fixed prime RDOs changed for reasons other than
17 those listed in Article 15 Part E, Section A.2-5, and Section B., or layoff, that
18 employee will have first right to that bid position, shift or prime RDOs for one year
19 from the date of reassignment, if it becomes available to be filled as a vacancy.
20 In the event that more than one Bargaining Unit employee is removed, return will
21 be by seniority. Return rights under this Section shall supersede employee's
22 rights to utilize super-seniority.

23 **Section D. Reorganization or Permanent Transfer of Work.**

24 The parties agree that, if operations are significantly reorganized, consolidated,
25 or Bargaining Unit work is transferred to a new or another existing facility so as to
26 reduce the work load at the initial facility, any dispute regarding how the Sections
27 of this Article are to be applied to such circumstances will be subject to Labor-
28 Management meetings. Any agreements reached therein shall be recorded in a
29 Letter of Understanding between the Employer and MCO. If agreement cannot

OSE/MCO, Article 15 Part E Date: _____, Time: _____

- 1 be reached in Labor-Management meetings, such disputes shall be subject to
- 2 negotiations.

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ARTICLE 15 PART F

WORKING OUT OF CLASS

Working out of class was made a prohibited subject of bargaining by the Civil Service Commission effective January 1, 2002. As a result, contract language was removed from this collective bargaining agreement. Disputes regarding working out of class may be raised to Civil Service through the appeals process established in Civil Service Rules and Regulations.

1 **ARTICLE 16**

2 **HOURS OF WORK AND SCHEDULING**

3 **Section A. Work Period.**

4 The work period is defined as ten workdays within the 14 consecutive calendar
5 days which coincides with the current biweekly pay period.

6 **Section B. Scheduling.**

7 Scheduling problems and concerns will be discussed in Labor-Management
8 Meetings in accordance with Article 11 of this Agreement.

9 **Section C. Work Day.**

10 The work day shall consist of 24 consecutive hours commencing at 12:01 a.m.

11 **Section D. Work Shift.**

12 The work shift shall normally consist of eight consecutive hours (or up to twelve
13 hours. for employees on an alternative work schedule), except as provided
14 otherwise in this Article.

15 Work shifts for the purpose of determining the starting time for each shift shall be
16 defined as follows:

17 1. Shifts starting between the hours of 5:00 a.m. and 1:19 p.m. shall be
18 designated the first shift.

19 a. Day Activity Shift. For purposes of this Article, current institutional
20 practices concerning the treatment of the day activity shift as a part of, or
21 separate from, the first shift shall be documented in local Labor-
22 Management meetings and continue unless altered through local Labor-
23 Management meetings. Any disputes will be discussed and resolved by
24 the DOC Central Office and the MCO Central Office.

25 b. Recognition of the day activity shift as part of, or separate from, the first
26 shift shall be determined as follows:

- 1 i. Same as Day Shift. If the current practice at the work location is to
2 allow only employees on the first shift to obtain an assignment on the
3 day activity shift, the day activity shift will be considered part of the first
4 shift.
- 5 ii. Separate Shift. If the current practice at the work location is to allow
6 employees on all shifts to obtain an assignment on the day activity
7 shift, the day activity shift will be considered a separate and distinct
8 shift from the other shifts.
- 9 2. Shifts starting between the hours of 1:20 p.m. and 9:19 p.m. shall be
10 designated the second shift.
- 11 3. Shifts starting between the hours of 9:20 p.m. and 4:59 a.m. shall be
12 designated the third shift.
- 13 4. Positions with different starting times shall be assigned to shifts according to
14 facility labor-management agreements, which shall determine the impact on
15 overtime distribution, vacation book sign-ups, and shift realignment within
16 work location.

17 Current Departmental practices regarding shift starting times, and changes in
18 shift starting time, may be continued. Where the Employer intends to deviate
19 from such Departmental practices, the Employer shall first notify the Union and
20 attempt to resolve any adverse impact in accordance with Civil Service Rules
21 and Regulations. In the Department of Corrections at the discretion of the
22 Department the work shift shall be exclusive of a line-up period, if any, that is
23 normally not expected to be less than six nor more than 12 minutes prior to the
24 beginning of the work shift.

25 **Section E. Work Schedules.**

26 Work schedules shall be defined as an employee's assigned hours, days of the
27 week, days off, and shift rotation. Except for new employee and in-service
28 training purposes, work schedules, where at all possible, shall be maintained on
29 a regular basis or fixed rotation. Schedules not maintained on a regular basis or

1 fixed rotation shall be posted as far in advance as possible, but at least 14
2 calendar days prior to the beginning of the pay period to be worked. Such
3 schedules shall not be inconsistent with this Agreement.

4 Nothing herein shall preclude the Union and the Department of ~~Community~~
5 ~~Health~~Health and Human Services from reaching agreement regarding
6 conversion from a scheduling system of fixed regular days off to rotating days off,
7 as well as other matters directly and inextricably intertwined with such issue.
8 However, the issue shall not be regarded as a mandatory subject of bargaining in
9 secondary negotiations.

10 **Section F. Change of Work Schedules.**

11 Employees, individually or collectively, shall not have their work schedule
12 changed, unless they have been notified of such change 96 hours in advance of
13 the beginning of the biweekly work period.

14 In the event such notice of work schedule change is not given the affected
15 employee(s) at least 96 hours prior to the biweekly work period, such
16 employee(s) shall be compensated at the rate of time and one-half (1½) for the
17 hours worked on the first shift of the changed work schedule which were outside
18 the previously established work schedule.

19 Scheduling changes necessitated by granting requests initiated by employees
20 shall be exempt from the one and one-half (1½) time compensation required by
21 this Section. With the Employer's approval, employees may voluntarily agree to
22 changes in the work schedules without penalty to the Employer.

23 In the event of a permanent change in shift from a pre-established work
24 schedule, employees must be off regularly scheduled work for a minimum of two
25 shifts or their equivalent unless a scheduled day or days off intervenes between
26 such shift change. In the event such two-shift release is not provided, the
27 affected employee(s) shall be compensated at the rate of time-and-one-half (1½)
28 for the hours worked on the first shift of the changed work schedule.

1 Notwithstanding the rest of this Section, the parties agree to continue
2 implementation of the relief factor management system, and for expanding to
3 multiple shifts, in the Department of Corrections, in accordance with current
4 practice and prior consultation and agreement with the Union where temporary
5 contractual waiver(s) would be required.

6 **Section G. Leave For Shortened Non-Duty Time.**

7 There are situations where an employee is required to work more than sixteen
8 consecutive hours in a workday due to "work-in-progress" even though the
9 employee is scheduled for a regular duty shift the following workday. The effect
10 of this is that, if the employee reports for work at the regularly scheduled starting
11 time on the upcoming shift, the employee will have less than eight hours of non-
12 duty time between the end of the "work-in-progress" and the next shift. As a
13 result, the employee may not be as alert on the new shift as both the Employer
14 and the Union would prefer.

15 Where an employee is required to work over 16 consecutive hours in the
16 workday due to "work-in-progress", the employee may request and, if so, shall be
17 allowed to be absent from the beginning of the next scheduled shift, so that the
18 employee is off work for eight hours before returning to duty. The employee shall
19 be allowed, at the employee's option, to use available annual or compensatory
20 leave credits for the period of such absence.

21 **Section H. Swing Shifts.**

22 The Employer will not schedule swing shifts except by mutual agreement with the
23 Union.

24 **Section I. Meal Periods.**

25 Except for employees in school or on OJT, work schedules shall provide for the
26 work shift to be unbroken and a paid meal period established of not more than 30
27 minutes where continuous coverage is required and employees cannot be
28 relieved of custody responsibilities. However, this shall not prohibit work
29 schedules which provide for an unpaid meal period in the Department of
30 ~~Community Health~~Health and Human Services and in health care units in the

1 Department of Corrections. An employee scheduled for an unpaid meal period,
2 but whom the Employer requires to work at a work assignment and is not
3 relieved for such meal period, shall have such time treated as hours worked for
4 the purpose of computing overtime. However, upon mutual agreement between
5 the supervisor and the employee, the employee may choose to leave work
6 before the scheduled ending time rather than receive overtime pay.

7 It is understood that Department of Corrections health care unit schedules will
8 not be changed to the 8½ hour day, with an unpaid meal period, unless there is a
9 strong operational or programmatic reason for doing so, management provides
10 the Union with two full pay period's written forenotice of its intent and reason, and
11 the Union is afforded the opportunity to discuss and attempt to resolve its
12 concerns, on a departmental basis, before the changed schedule is
13 implemented.

14 **Section J. Rest Periods.**

15 The Employer agrees that, where feasible after taking staffing and security into
16 consideration, it is the intent that supervisors will make a reasonable effort to
17 provide a rest period to be taken in the course of performing operational duties.
18 Custody and security considerations shall be primary, and such rest period shall
19 not diminish in any way the employee's continued responsibility for such matters
20 during the rest period. Under no circumstances shall an employee be entitled to
21 receive overtime premium pay for any rest period, taken or not taken.

22 **Section K. No Guarantee or Limitation.**

23 This Article shall not be construed as a guarantee or limitation on the number of
24 hours scheduled to be worked per workday or work period.

25 **Section L. Alternative Work Scheduling Systems (Flextime).**

26 Nothing in this Article shall be construed to limit the Employer in establishing,
27 modifying or abolishing such voluntary alternative work scheduling systems as
28 are consistent with program needs of the Employer and which do not violate the
29 terms of this Agreement. The determination of whether to modify or abolish a
30 voluntary alternative work scheduling system shall be solely within the

1 Employer's discretion; however, if such determination would produce a
2 substantial adverse impact upon employees in this Bargaining Unit, such
3 determination shall be subject to Labor-Management meetings. Plans proposed
4 by the Employer for consideration by employees shall be provided to the Union
5 prior to being presented to the affected employees. If any alternative work
6 scheduling plan proposed would result in layoff of a permanent employee, such
7 plan will be negotiable. Overtime rates shall apply to all hours in excess of 80 in a
8 biweekly work period and to all hours outside the regular daily alternative
9 schedule. Alternative shifts greater than 10 hours may be implemented by mutual
10 agreement between the Department and MCO Central Office.

11 **Section M. Consecutive Scheduled Days Off (RDOs).**

12 Except as may be agreed between the employing department and the Union,
13 scheduled days off (RDOs) shall be scheduled so that two or more RDOs are
14 consecutive. The Union agrees that the Union will not process any grievance
15 arising out of such exception, if the Union has agreed to such exception, nor shall
16 the Union process any grievances contesting a denial of a request for split
17 RDOs, if the Union has not agreed to split RDOs.

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ARTICLE 17
OVERTIME

Section A. Definitions.

- 1. Overtime. Overtime is authorized time that an eligible employee works in excess of eight hours in a workday (up to twelve hours for employees working alternate work schedules as defined in Article 16, Section L.) or 80 hours of work time, as defined in A.3. below, in a biweekly work period. For purposes of this Section, hours worked on the first shift immediately following a regularly scheduled third shift shall be considered to be in the same work day for third shift employees.
- 2. Biweekly Work Period. The biweekly work period is as defined in Article 16, Section A., Hours of Work and Scheduling.
- 3. Work Time. All of the following shall be included in work time.
 - a. All hours actually spent performing duties on the assigned job. (See also Article 34.)
 - b. Paid Leave Status – Sick leave and annual leave shall not be considered work time for purposes of this Article. All other hours in paid leave status shall be included in work time when taken and paid in accordance with this Agreement, including administrative leave and annual leave “buy back”, not to exceed eight hours per day (up to twelve hours for employees working alternate work schedules).
 - c. Paid Holiday Absence - When paid in accordance with Article 18, Holidays.
 - d. Rest Periods - Taken in accordance with Section J. of Article 16, Hours of Work and Scheduling.
 - e. Meal Periods - Where the employee is required to remain at his/her post, station or duties, as provided in Section I. of Article 16, Hours of Work and Scheduling.

- 1 f. Call-in Time - Time paid in accordance with Section E. of this Article.
- 2 g. Grievance Administration - Time spent in processing or representing
3 grievances but only to the extent authorized in Section G. of Article 9,
4 Grievance Procedure.
- 5 h. Travel time required by and at the direction of the Employer including
6 travel between job sites before, during or after the regular workday.

7 **Section B. Eligibility for Overtime Credit.**

8 Subject to the provisions of Section C. below, the Employer agrees to
9 compensate employees at the premium rate of time and one-half (1½) times their
10 "regular rate of pay" in payment, or in compensatory time, for all hours of work
11 time worked in excess of eight hours in a work day or 80 hours per biweekly work
12 period. Employees working alternate work schedules will be paid for daily
13 overtime in accordance with Section L. of Article 16, Hours of Work and
14 Scheduling. The term "regular rate of pay" shall have that meaning established
15 by the Federal Fair Labor Standards Act. Further:

16 The Employer agrees to compensate employees at the premium rate of time and
17 one-half (1½) in payment, or in compensatory time, in accordance with this
18 Agreement regardless of whether such overtime is worked in a work period
19 containing a contractual holiday. In the event compensatory time is earned, shift
20 differential (if applicable) shall be paid in accordance with Article 31.

21 **Section C. Overtime Compensation.**

- 22 1. Compensatory Time - The amount of compensatory time credit earned shall
23 equal one and one-half (1½) times the amount of actual overtime hours
24 worked, pursuant to the eligibility standards of Section B. of this Article.

25 An employee may, with prior notice to the Appointing Authority, and except as
26 provided for in Article 34 choose either to receive payment or compensatory
27 time, for all overtime hours actually worked, subject to a maximum
28 accumulation of 100 hours of compensatory time. Overtime credit earned on
29 a particular day may not be split between pay and compensatory time, except

1 once each year to allow the employee to reach the annual 150 hour accrual
2 cap.

3 Subject to the 100-hour cap each fiscal year, an employee may accrue the
4 first 150 hours of compensatory time at his/her sole discretion. Thereafter,
5 during the remainder of the fiscal year any such accrual beyond the initial 150
6 hours shall only be by mutual agreement between the employee and the
7 Employer. Compensatory time hours accumulated and not used in a fiscal
8 year shall be carried forward into the following fiscal year.

9 The compensatory hours accrued by employees shall not be used in the
10 calculation of the annual leave formula.

11 An employee who wishes to use such compensatory time may do so with the
12 prior approval of the designated supervisor, who shall establish no criteria for
13 such approval other than would be used to respond to an annual leave
14 request.

15 Compensatory time credits shall normally be used before the employee may
16 utilize annual leave. An exception would be made (1) where an employee at
17 the annual leave accrual maximum would thereby be caused to forfeit annual
18 leave accrual; or (2) if the employee has an accumulated annual leave
19 balance of at least 200 hours and wishes to use a block of time of eight or
20 more hours of annual leave; or (3) the employee is using annual leave credits
21 which he/she has notified the Employer will be "bought back", and the Union
22 has confirmed it, but only in accordance with Article 7 of this Agreement.

23 An employee who has accumulated 100 hours of compensatory time shall
24 only be entitled to payment for any additional overtime worked. Upon
25 separation for any reason which would require payment of annual leave
26 balances, the employee shall be paid for all unused compensatory time at
27 base pay rates then in effect.

28 Unused (and unpaid) compensatory time credits of an employee who is
29 separated from state employment, or who transfers to a different appointing

1 authority, shall be paid at the time of such separation or transfer. The rate of
2 payment shall be either the employee's base rate, or the average base rate
3 received by the employee during the last three years of employment,
4 whichever is greater. Unused compensatory time credits of an employee who
5 is laid off shall be paid in the same manner as annual leave.

6 At the employee's option, the employee may apply to receive payment for
7 unused compensatory time credits. The employee shall provide the agency
8 with written notice of the number of hours for which he/she wishes payment
9 during the first full pay period in September. The maximum number of hours
10 for which the employee may seek payment shall be the lesser of 80 hours,
11 the number of compensatory time hours credited to the employee on the date
12 of notice, or the number of compensatory time hours credited to the employee
13 at the time that payment is made.

14 Payment shall be made not later than the end of the first full pay period in the
15 following December. The rate of payment shall be either the employee's base
16 rate of pay at the time of payment, or the average base rate received by the
17 employee during the last three years of employment, whichever is greater. In
18 the event there are not sufficient funds allotted to pay off all the compensatory
19 hours timely applied for, the available funds shall be allocated among
20 requests on the basis of the applicants' seniority.

21 An employee who applies for payment for unused compensatory time credits
22 shall not be eligible to receive overtime pay in the form of compensatory time
23 credits during the fiscal year which begins following the month in which
24 application is made.

25 Payment for unused compensatory time credits shall not be treated as hours
26 worked or hours in pay status for purposes of overtime calculation or any
27 benefit accrual.

28 Compensatory hours for which the employee has requested payoff pursuant
29 to the paragraphs above shall not be included in the annual leave formula.

1 To implement this Subsection, the Department of Corrections and the
2 Department of ~~Community Health~~Health and Human Services will each
3 establish a Department-wide account for FY 08-09, 09-10, 10-11. The amount
4 for each of the fiscal years shall not exceed \$100,000 in the Department of
5 Corrections and \$5,000 in the Department of ~~Community Health~~Health and
6 Human Services. These appropriations shall be available exclusively for the
7 purpose of funding payments and related FICA and Retirement contributions
8 to Security Unit employees for unused compensatory time credits in
9 accordance with this Subsection.

10 It is the intent of the parties that unspent and unencumbered balances at the
11 end of a fiscal year shall be carried forward only for such use in the
12 subsequent fiscal year, if authorized by the Legislature.

13 **2. Payment.**

- 14 a. Regular Rate - The employee's rate per hour, including any applicable
15 shift premium.
- 16 b. Premium Rate is one and one-half (1½) times the employee's regular rate.
- 17 c. The Employer shall make a good faith effort, where possible and in
18 accordance with current practice, to pay for overtime worked on the
19 payday of the first pay period following the biweekly work period in which
20 the overtime was worked.

21 **Section D. Pyramiding.**

22 Premium payment shall not be duplicated (pyramided) for the same hours
23 worked. If an employee works on a contractual holiday, overtime compensation
24 for the first eight hours (ten hours for employees working alternate work
25 schedules) worked on the holiday is due and payable only after 80 hours work
26 time in a biweekly work period are exceeded.

27 **Section E. Call-In.**

28 Call-In is defined as the act of contacting an employee in accordance with
29 Section F. of this Article at a time other than the regularly scheduled shift and

1 requesting/directing that the employee report for work, ready and able to perform
2 assigned duties. Employees who are called in and whose call in time is
3 immediately adjacent and prior to their scheduled shift starting time will be paid
4 only for those hours worked. Employees who are called in and whose call in
5 hours are not immediately adjacent and prior to their scheduled shift starting time
6 will be paid a minimum of two hours compensation at the premium rate.

7 With the exception of mobilization exercises, when the Employer calls an
8 employee in for in-service training, the Employer will make a good faith effort to
9 not call an employee in on such employee's scheduled regular day off.

10 **Section F. Overtime Distribution Procedure.**

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

15 1. Department of Corrections. In the Department of Corrections an employee, if
16 eligible, may apply for overtime assignments on each shift. Each shift shall
17 maintain its own overtime Activation List. The Activation List shall be
18 developed on a daily basis, and shall not be carried on to other days.

19 a. Voluntary Overtime Distribution Procedure: Overall preference for
20 unscheduled overtime will be given to employees who are on the
21 Activation List.

22 (1) First preference for overtime assignments shall be given to employees
23 who are assigned to the shift scheduling the overtime, but who are on
24 their regular day off (RDO).

25 (2) Second preference shall go to all other eligible shifts.

26 (3) An employee requesting to work overtime shall activate their name on
27 the Activation List at least 22 hours prior to the start of the overtime
28 shift, but no more than 96 hours prior to the start of the shift.

1 (4) All employees' names will be added to the list, and subdivided by
2 preference. At the closing of the time period for the Activation List, the
3 hours the employee has on the Overtime Equalization List (OEL) will
4 be used to determine the order for the overtime selections for that shift.
5 Each category shall rank the names of employees by the least number
6 of overtime hours worked in the quarter.

7 (5) Supervision shall offer available overtime first to the First preference
8 employees qualified for the assignment. If enough First preference
9 volunteers do not accept the overtime assignments, then the
10 supervisor shall offer the overtime to Second preference employees
11 qualified for the assignment. In each case, overtime shall be offered
12 first to the employee with the lowest number of recorded overtime
13 hours in ascending order. When there is a tie in hours recorded, the
14 overtime will be offered to the most senior employee in each
15 preference category.

16 In the event of incremental overtime (assignments lasting less than a
17 full shift), the assignment with the highest number of hours shall be
18 offered to the employee with the least number of hours on the OEL. A
19 refusal of incremental overtime shall not constitute a refusal for
20 purposes of ineligibility defined herein.

21 (6) Assignments Necessitating Required Qualification or Specific Gender:
22 An employee who does not possess the special qualifications and
23 ability required, (if any) to perform the particular overtime work or who
24 does not meet any legally required or implied gender requirement may
25 be bypassed. Under normal circumstances, the Employer shall make
26 an affirmative effort to alter daily assignments of on-duty staff to
27 prevent employees from being passed over on the OEL. All voluntary
28 overtime hours worked shall be recorded on the OEL.

29 (7) Requests to Remove Name From List: An employee may withdraw
30 his/her name from the Activation List up to two hours prior to the start

1 of the shift for which he/she has applied. A timely withdrawal of a
2 request to work overtime does not constitute a refusal to work for
3 purposes of overtime eligibility or removal from the list for the
4 remainder of the quarter. The employee will be charged the hours as if
5 they had worked the overtime if the cancellation occurs ~~after the~~
6 Activation List is closedwithin two hours of the start of the overtime
7 shift period. Officers already prescheduled for overtime may have their
8 name removed from the list but will be charged a refusal and hours on
9 the OEL.

10 Officers calling in sick to their normal shift shall be allowed to have
11 their names removed from an upcoming activation list(s) at the time
12 they call in without being charged a refusal or hours on the OEL.
13 However if they fail to request to have their name removed from the
14 list(s) they will be charged a refusal and hours on the OEL if they
15 would have been selected for overtime. Officers prescheduled for
16 overtime may have their name removed from the list but will be
17 charged a refusal and hours on the OEL.

18 **Telephone contact**

19 Within two hours of the start of the overtime shift: If an employee
20 has signed up on the list and supervision attempts to contact the
21 employee to schedule him/her for overtime that same day, and the
22 employee does not answer the phone, the supervisor shall leave a
23 message and shall continue down the list until he/she makes contact
24 with an employee who accepts the overtime. An employee who is
25 bypassed shall have the right to call back to the institution to accept
26 the overtime, if the employer has not filled all the overtime vacancies.

27 If an employee fails to answer and does not call back in time to fill an
28 overtime assignment, it shall constitute a refusal for purposes of
29 ineligibility as described below, and the employee shall be charged the
30 hours offered.

1 Earlier Scheduling: Officers are presumed to have accepted the
2 overtime if they have signed up on the list and supervision has either
3 contacted the employee at the facility or attempted contact at the
4 phone number designated by the employee. Contact with a telephone
5 device will be presumed if the employer leaves a message, or attempts
6 to leave a message on the device. Failing to report shall constitute a
7 refusal for purposes of ineligibility as described below, and the
8 employee will be charged the hours offered.

9 If an employee refuses overtime on three occasions within a quarter,
10 he/she shall not be eligible to work voluntary overtime for the
11 remainder of the quarter.

12 b. Mandatory Overtime Scheduling: If enough qualified employees on the
13 applicable Activation list do not accept and work the offered overtime, the
14 Employer shall assign mandatory overtime by inverse order of the bottom
15 half of the shift seniority list (rounding down) for the departing shift on a
16 rotational basis.

17 Mandatory overtime shall be recorded by the date of instance and not
18 hours.- The list of employees eligible for mandatory overtime shall be
19 rotated with the employee(s) with the most recent date of mandatory
20 overtime placed at the bottom of the list. Employees mandated on the
21 same date will be placed at the bottom of the list in inverse seniority order.

22 Employees who are unavailable for overtime because they are not at work
23 or are not qualified for assignment will be bypassed. Such employees will
24 ~~be considered~~remain at the top of the list for the next mandatory overtime
25 shift for which they are available.

26 At a work location with 100 or fewer Bargaining Unit employees, the
27 mandatory overtime list (seniority list) may consist of all bargaining unit
28 employees in active payroll status at the work location, regardless of shift.

29 (1) Mandatory Overtime Necessitating Required Qualifications or Specific
30 Gender: An employee who does not possess the special qualifications

1 and ability required, (if any) to perform the particular overtime work or
2 who does not meet any legally required or implied gender requirement
3 may be bypassed. The Employer shall make an affirmative effort to
4 alter the assignments of on-duty staff to facilitate fair and equitable
5 distribution of mandatory overtime.

6 (2) Leave Exception: An employee will be exempt from mandatory
7 overtime on the last schedule shift prior to the employee’s previously
8 approved leave time. The employee shall notify the scheduling
9 supervisor if he or she qualifies for this exemption.

10 (3) “32-Hour” Rule: An employee shall not be required to work overtime on
11 a mandatory basis within the 32-hour period following the beginning of
12 the last overtime shift of more than four hours (two hours for
13 employees assigned to 12-hour shifts) the employee worked. The
14 employee shall notify the scheduling supervisor if he or she qualifies
15 for this exemption.

16 (4) Relief Of Mandatory Overtime: The highest senior employee mandated
17 to work overtime shall be offered the first opportunity to be relieved.
18 except that an officer whose name is up for a mandate, but who is
19 temporarily unavailable because of being on an off-site assignment
20 and returns to the facility remains mandated. In the absence of a
21 volunteer, the next person shall be mandated to provide coverage until
22 the arrival of the off-site officer. Once the off-site officer arrives, the
23 covering officer shall be released and be credited with a mandate on
24 the list even if he/she is less senior, since the mandate would have
25 gone to the off-site officer had they been available.

26 (5) Holdovers. When overtime is expected to last two hours or less, the
27 Employer shall first ask for volunteers from the employees present on
28 the shift. Any voluntary overtime hours worked shall be recorded on
29 the OEL. If there are not enough volunteers, the Employer will utilize
30 the mandatory overtime process. If there are not enough employees

1 available to mandate, the employee working the assignment on the
2 shift may be held over until relief is provided. Holdovers are considered
3 an instance of mandatory overtime if the employee is not working
4 voluntary overtime and if the employee who is scheduled to relieve
5 him/her is not at the facility at the time that the employee's work time
6 exceeds his/her normal work schedule.

7 c. Work in Excess of 16 Consecutive Hours: An employee shall not be
8 charged hours on the OEL if:

9 (1) The employee refuses to work voluntary overtime in excess of 16
10 consecutive hours; or,

11 (2) The Employer refuses to allow an employee to work in excess of 16
12 consecutive hours.

13 (3) In addition, the Employer shall refuse to allow an employee to work
14 three shifts in a 24 consecutive hour period except in an emergency
15 situation as defined in Section H of this Article and in Article 33. An
16 employee shall not be charged the hours.

17 d. Recording of Overtime Hours:

18 (1) Voluntary Overtime Hours: All voluntary overtime hours which are
19 actually worked shall be recorded on the OEL. All voluntary overtime
20 shall be recorded to the tenth of the hour worked. Absent significant
21 extenuating circumstances, overtime hours worked will normally be
22 recorded on the OEL within two hours of the start of the overtime shift.
23 If necessary, adjustments to charged overtime hours to reflect actual
24 overtime worked will normally be recorded by the end of the shift. For
25 employees reporting after the first two hours of the shift, overtime
26 hours worked will normally be recorded on the OEL by the end of the
27 shift the overtime is worked.

28 (2) Refusal of Offered Overtime: An employee shall be charged the
29 number of hours offered on a particular shift if the employee applies for

1 overtime on the shift, and then refuses the overtime offered, without
2 having removed his/her name before the two hour time limit.

3 (3) Mandatory Overtime Hours: Mandatory overtime hours shall not be
4 recorded on the OEL.

5 (4) Holdover Hours: Holdover hours shall not be added to the OEL but
6 shall be recorded as an instance of mandatory overtime in accordance
7 with (1.b.5) above.

8 (5) Work-in-Progress: Overtime hours incurred due to work in progress
9 shall not be added to the voluntary overtime list and it will not be
10 considered voluntary overtime nor count as mandatory overtime for
11 purposes of administration of the lists.

12 (6) Officers who are transferred, reassigned or bumped into the worksite,
13 or transferred from another shift, and probationary officers eligible to
14 work overtime shall be inserted on the OEL with hours equal to the
15 officer(s) with the highest number of recorded hours on their shift in
16 their RDO group. Such officers will be placed at the top of the rotation
17 for the first assignment of mandatory overtime and then inserted into
18 the list in accordance with their seniority.

19 e. Eligibility to Work Overtime While on Annual Leave: An employee on paid
20 annual leave for periods of less than four consecutive scheduled work
21 days shall be allowed to work overtime for a shift that is outside his/her
22 normal work schedule (Second preference consideration).

23 f. Errors in administering the overtime procedure shall be corrected in the
24 following manner:

25 • An employee erroneously bypassed for overtime for the first time in a
26 quarter shall be allowed to volunteer to work the next overtime shift of
27 his/her choice.

28 • An employee erroneously bypassed for overtime a second time in a
29 quarter shall be allowed to volunteer to work the next overtime shift of

1 his/her choice, and paid an additional hour of pay at his/her regular
2 rate of pay.

3 • An employee erroneously bypassed for overtime an additional time in a
4 quarter shall be allowed to volunteer to work the next overtime shift of
5 his/her choice, and paid an additional 4 hours of pay at his/her regular
6 rate of pay.

7 • Errors in the recording of overtime hours on the list shall be corrected,
8 and if the error results in an employee being bypassed for overtime
9 shall be remedied in accordance with this section.

10 • An employee improperly mandated to work overtime shall be bypassed
11 on the rotation for the next mandatory overtime shift he/she would
12 have been available to work.

13 g. Zeroing Out Voluntary and Mandatory OEL's

14 (1) Voluntary OEL: To facilitate entries and calculations, the cumulative
15 number of hours recorded for each employee on the voluntary OEL
16 shall be zeroed out the 1st day of January, April, July and October.

17 (2) Mandatory OEL: The mandatory overtime list shall be maintained on
18 an on-going rotational basis.

19 h. Access to the OEL: The OEL shall be kept available for review by
20 employees and the chapter union officials.

21 i. Notes for DOC OEL Procedure

22 (1) It is the intent that supervisors accept volunteers for overtime right up
23 until the beginning of the shift, where necessary to avoid mandatory
24 overtime.

25 (2) An employee who has actually worked 120 or more hours since the
26 beginning of the pay period shall be unavailable for voluntary or
27 mandatory overtime for the balance of such pay period, however
28 where unusual staffing conditions exist, MCO Central Office and DOC

1 Labor Relations may agree to temporarily increase that limit to 160
2 hours for a particular facility. Such agreement will be reduced to writing
3 through a Letter of Agreement.

4 (3) An employee on a disciplinary suspension is ineligible to volunteer for
5 overtime, except on any intervening RDOs.

6 (4) The Employer or the Union may propose to place one or more shifts at
7 a work location on pre-scheduled 6-day shift, provided such 6-day
8 schedule is necessary for the safety and security of the institution.

9 (5) An employee required to be a certain gender, or to have special
10 qualifications or abilities to perform a particular overtime assignment,
11 will be excluded from the overtime procedure. However, the hours
12 worked on one of these assignments, if voluntary, shall be recorded.

13 (6) The Union and the Department may agree to establish procedures for
14 overtime after exhausting contractual procedures.

15 (7) Employees who are in training shall be eligible by utilization of the OEL
16 to work voluntary overtime at the conclusion of the training in order to
17 avoid involuntary overtime.

18 (8) In cases where employees have been mandated, employees working
19 overlapping shifts, CRRs, CMOs, CMUOs, ~~and~~ CTOs and SAI E-9/10s
20 shall be eligible to volunteer. Employees volunteering from an
21 overlapping shift shall be required to complete their primary shift and
22 then report to the assignment for which they volunteered.

23 (a) Where two or more bargaining unit members have volunteered for
24 the overtime, the most senior employee shall receive the
25 assignment.

26 (b) Overtime hours accrued under these circumstances shall not be
27 recorded on the OEL. No penalty to the Employer shall be incurred
28 under this provision.

1 j. If the Employer or the Union determines on a state-wide basis that
2 compliance with contractual overtime provisions is a significant problem,
3 the parties may reach an agreement to remedy continuing overtime errors.

4 2. Department of ~~Community Health~~Health and Human Services: In the
5 Department of ~~Community Health~~Health and Human Services the following
6 overtime distribution procedure shall apply except as noted below, or unless
7 modified during secondary negotiations:

8 a. Voluntary Overtime List: Overall preference for unscheduled overtime will
9 be given to Forensic Security Assistants (FSAs) who are on the Voluntary
10 Overtime List. First preference shall go to FSAs who are on duty. Second
11 preference shall go to FSAs who are off duty. The Voluntary Overtime List
12 shall be developed on a daily basis, shall not be carried over to other
13 shifts or days, and shall be administered in the following manner:

14 (1) FSAs on duty shall call the area supervisor during the first six hours of
15 the shift to activate their names for available overtime on the following
16 shift.

17 (2) FSAs off duty shall call the area supervisor during the first six hours of
18 the shift preceding the one they are volunteering to work. Their names
19 and phone numbers will be recorded on the Voluntary Overtime List.

20 (3) After the six hour cut off time, a list will be prepared which will rank the
21 employees by equalization hours, with first preference going to on-duty
22 staff. This list will be used to assign available overtime.

23 (4) Such requests to work overtime must be for any area or assignment,
24 provided that legally required or implied gender-based selective
25 certification requirements (if any) are maintained.

26 (5) FSAs who place their name on the Voluntary Overtime List and
27 subsequently refuse or were scheduled and do not work the overtime,
28 will have those hours credited on the equalization list as if they worked.

1 (6) In the event that two or more FSAs have worked an equal number of
2 hours of overtime in the current quarter, the overtime will be distributed
3 to these FSAs in seniority order.

4 b. Mandatory Overtime List:

5 (1) If names on the Voluntary Overtime List are insufficient to provide the
6 required coverage, mandatory overtime will be assigned to the first
7 person on the Mandatory Overtime List who is currently on duty.

8 (2) If the assignment is reasonably expected to last two hours or less, no
9 relief coverage will be sought. If the assignment is expected to last
10 more than two hours the area supervisor may assign mandatory
11 overtime for the entire shift.

12 (3) Forensic Security Supervisors may volunteer and replace an employee
13 on a mandatory overtime assignment. The supervisor in these cases is
14 expected to complete the full range of duties normally assigned to the
15 mandated employee.

16 (4) An employee will not be required to work mandatory overtime within 32
17 hours of their last overtime shift of more than four hours.

18 (5) Mandatory overtime shall be waived for employees beginning a
19 previously scheduled vacation (40 hours or more) unless a condition of
20 general emergency exists.

21 (6) Outside volunteers may replace mandated employees at all times.
22 Efforts may be made to poll on duty employees or call in off-duty
23 employees, to replace mandated employees.

24 (7) Mandatory lists shall be "zeroed-out" on a fiscal year basis.

25 (8) An employee will be exempt from mandatory overtime on the last
26 scheduled shift prior to the employee's previously approved leave time.

27 (9) Work in Excess of 16 Consecutive Hours: An employee shall not be
28 charged hours on the OEL if:

- 1 i. The employee refuses to work voluntary overtime in excess of 16
- 2 consecutive hours; or,
- 3 ii. The Employer refuses to allow an employee to work in excess of 16
- 4 consecutive hours.
- 5 iii. In addition, the Employer shall refuse to allow an employee to work
- 6 three shifts in a 24 consecutive hour period except in an emergency
- 7 situation as defined in Section H of this Article and in Article 33. An
- 8 employee shall not be charged the hours.

9 c. Overtime Equalization List: The overtime equalization list will be kept in
10 the area supervisor's office and will be reasonably available for review by
11 FSAs. This list shall be updated daily and recorded in tenths of hours. This
12 list shall be zeroed out quarterly. Errors in administering the overtime
13 equalization provisions of this agreement shall be corrected by restoring
14 the employee to his/her rightful place on the applicable list, and offering to
15 or bypassing the employee, as appropriate.

16 d. Preplanned Overtime:

17 (1) Definitions.

18 (a) Preplanned Overtime - The scheduling of overtime in advance of
19 the time it is needed.

20 (b) Overtime Equalization List - A listing of overtime worked by
21 employees. This listing shall be zeroed out quarterly.

22 (c) Register Book - A listing of pre-planned overtime assignments. This
23 listing shall be separated by shift.

24 (2) Procedure.

25 (a) Preplanned overtime assignments may be used for U of M Hospital,
26 1-to-1 coverage, scheduling vacations and other known scheduling
27 needs.

- 1 (b) The determination of the use and the number of preplanned
2 assignments will be made by Management.
- 3 (c) Preplanned assignments will be posted in a locked bulletin board,
4 outside the area supervisor's office, from Sunday through mid-shift
5 Wednesday of the week preceding the week the preplanned
6 overtime is needed. The posting will include the date, shift and
7 number of staff needed.
- 8 (d) Employees interested in working the assigned time shall notify the
9 area supervisor any time during the posting period.
- 10 (e) Employees selected to work will have their names posted on the
11 Friday preceding the overtime assignment.
- 12 (f) In the event that a last minute preplanned overtime assignment is
13 posted after the mid-shift Wednesday deadline, or the required
14 number of employees needed has not been met, an employee may
15 sign up at least 24 hours prior to the preplanned assignment.
16 Employees signing up after this time (24 hours prior notice) shall
17 place their names on the voluntary overtime list, in accordance with
18 Section F.2.a. of this Article.
- 19 (g) Preference will be given to registered staff who have worked the
20 fewest overtime hours using the latest Overtime Equalization List.
- 21 (h) All overtime will be recorded on the Overtime Equalization List.
- 22 (i) Preplanned overtime arrangements have preference over the
23 voluntary overtime lists. Preplanned overtime arrangements which
24 have been canceled do not have preference over employees on the
25 voluntary overtime lists.
- 26 (j) Preplanned overtime assignments may be canceled without
27 financial liability to the agency, by notifying the employee prior to
28 reporting to duty. Employees not notified of cancellation and
29 reporting for duty will receive call back pay (two hours).

1 e. Errors in the Administration of the Voluntary Overtime Lists

2 (a) An employee erroneously bypassed for overtime for the first time in a
3 quarter shall be allowed to volunteer to work the next overtime shift of
4 his/her choice.

5 (b) An employee erroneously bypassed for overtime a second time in a
6 quarter shall be allowed to volunteer to work the next overtime shift of
7 his/her choice, and paid an additional hour of pay at his/her regular
8 rate of pay.

9 (c) An employee erroneously bypassed for overtime an additional time in a
10 quarter shall be allowed to volunteer to work the next overtime shift of
11 his/her choice, and paid an additional 4 hours of pay at his/her regular
12 rate of pay.

13 (d) Errors in the recording of overtime hours on the list shall be corrected,
14 and if the error results in an employee being bypassed for overtime,
15 shall be remedied in accordance with this section.

16 **Section G. Probationary Employees.**

17 Upon completion of eight-months of satisfactory service, probationary employees
18 shall be placed on the mandatory overtime list, and shall be eligible to be placed
19 on the voluntary overtime equalization list with a balance of overtime hours equal
20 to those of the employee having worked the most hours on the list, so that such
21 employees are last to be called. Forensic Security Assistants may be similarly
22 placed on the applicable list after four months of satisfactory service.
23 Probationary employees must remain in satisfactory status to be eligible to work
24 overtime and must have completed their educational requirements.

25 Revisions in the overtime procedure, if any, due to the ratio of status to
26 probationary employees at new facilities shall be discussed in secondary
27 negotiations and will cover a period of up to one year from the date the new
28 facility opened.

1 **Section H. Emergency Overtime.**

2 In an emergency situation, the Employer may assign required overtime hours
3 without regard to the overtime equalization chart. However, emergency overtime
4 hours worked shall be recorded on the chart. An emergency for purposes of this
5 Section shall include an act of God, or a situation requiring the immediate
6 mobilization of staff beyond that available on the shift.

7 **Section I. Work in Progress.**

8 The Union recognizes that work in progress shall be completed by the employee
9 performing the work at the time the determination is made that the overtime work
10 is necessary.

11 **Section J. Modified Mandatory Overtime Premium.**

12 The following shall be the modified mandatory overtime premium:

- 13 1. A non-probationary employee shall be paid two times the employee's regular
14 rate of pay for all non-training mandatory overtime hours worked on his/her
15 second RDO of the scheduled RDO set, provided:
- 16 a. The employee actually worked eight or more hours on the first day of the
17 scheduled RDO set; and
- 18 b. The employee actually worked eight or more hours on such second RDO;
19 and
- 20 c. The number of hours actually worked in the pay period containing such
21 second RDO, minus "offset hours" (as defined in Subsection 2 below)
22 exceeds 104 hours.
- 23 2. For purposes of Subsection 1.c. above, "offset hours" shall include:
- 24 a. Line-up time pursuant to Article 34; and
- 25 b. Time in non-pay status (lost time, AWOL time, suspensions, unpaid LOAs,
26 etc.)

- 1 c. Paid leave time including: Annual leave; sick leave; compensatory time
2 used; holiday leave; birthday leave; Deferred hours used; administrative
3 leave for jury duty, job interviews (if granted), union negotiating activities;
4 and time charged to the Union Administrative Leave Bank provided for in
5 Article 7, Section E.

- 6 3. The calculations provided for herein shall be performed after the end of the
7 pay period in question.

- 8 4. Hours payable at double-time rates pursuant to this Section shall be paid and
9 shall not be credited as compensatory time.

- 10 5. Nothing herein shall be construed to authorize double time payment for any
11 other overtime worked under the provisions of this contract.

- 12 6. Nothing herein shall be construed as a waiver of the 32-hour buffer period
13 provided for in Sections F.1.f., and F.2. b. (4) of this Article.

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ARTICLE 18
HOLIDAYS

Section A. Designated Holidays.

Permanent full-time employees shall be allowed eight hours paid absence from work on the following holiday dates, except as provided herein.

New Year's Day (January 1)	Veteran's Day (November 11)
Martin Luther King Day (3rd Monday in January)	Thanksgiving Day (4th Thursday in November)
President's Day (3rd Monday in February)	Thanksgiving Friday (Day after Thanksgiving)
Memorial Day (Last Monday in May)	Christmas Eve Day (December 24)
Independence Day (July 4)	Christmas Day (December 25)
Labor Day (1st Monday in September)	New Year's Eve Day (December 31)

12 In the discretion of the Employing Department, employees whose regular
13 assignment is in a non-continuous operation, is dependent upon interaction with
14 the administration, the courts, or employees outside the Bargaining Unit, and
15 who work a regular Monday through Friday schedule, will observe the contractual

1 holiday on the same day as that designated by the Civil Service Commission for
2 similarly situated administrative employees.

3 **Section B. Eligibility.**

4 Permanent full-time employees, regardless of work schedule, qualify for paid
5 holiday absence by being in full pay status:

- 6 1. (Continuing Employee) The employee's last scheduled work day immediately
7 preceding the holiday and the first scheduled work day immediately following
8 the holiday when both days fall within the same biweekly work period; or
- 9 2. (Separating Employee) The employee's last scheduled work day immediately
10 preceding the holiday when the holiday occurs or is observed on the last
11 scheduled work day of the biweekly work period; or
- 12 3. (New Employee) The employee's first scheduled work day following the
13 holiday when the holiday occurs or is observed on the first scheduled work
14 day of the biweekly work period. If a holiday occurs or is observed on the first
15 scheduled work day of a new or returning employee's initial biweekly work
16 period, such employee shall not qualify for paid holiday absence for that day.

17 An employee who is scheduled or required to work on a contractual holiday, but
18 who fails to report for and perform such assigned work without reasonable cause,
19 shall not be eligible to receive holiday pay for such holiday. An employee shall
20 not be eligible for both holiday absence pay and any other form of paid leave on
21 a contractual holiday.

22 An employee on a disciplinary suspension shall not lose his/her holiday eligibility
23 solely as a result of the scheduling of the suspension.

24 **Section C. Work on a Holiday.**

25 The Employer may require employees to work on a paid holiday. The Employer
26 specifically reserves the right to determine the nature and level of work to be
27 performed on paid holidays, as well as the sole discretion to schedule or not
28 schedule employees on such paid holidays.

1 The Department of ~~Community Health~~Health and Human Services shall not
2 schedule below the established minimum Forensic Security Assistant staffing
3 level. In the Department of Corrections appropriate staff levels above the
4 applicable full staffing Scheduling Plan shall be scheduled on those paid holidays
5 when additional activities associated with observance of the holidays are
6 scheduled.

7 Employees required to work on a holiday shall have such day treated as a
8 regular workday.

9 Employees who are in pay status for more than 80 hours in a work period as a
10 result of such holiday shall have the time in excess of 80 hours in a pay period
11 treated as regular overtime work.

12 **Section D. Equivalent Allowance.**

13 Permanent employees who regularly provide less than full-time service are
14 entitled to paid holiday absence in proportion to the time actually worked in
15 accordance with current practice.

16 **Section E. Reduced Staffing Schedules – Department of Corrections.**

17 Due to reduced staffing needs on various holidays and in recognition of the value
18 of allowing employees to enjoy a holiday absence, scheduling adjustments may
19 be made. Continuous operations employees who were previously scheduled to
20 work on the day of the holiday, and then designated to be given eight hours of
21 paid absence from work on the holiday, shall be selected in the following manner:

22 1. The Employer will poll employees scheduled to work on the shift in high
23 seniority order to determine each employee's preference regarding work on
24 the holiday. Absence(s) will be granted on the basis of seniority.

25 2. If there are not enough volunteers to take the paid holiday absence, the
26 Employer shall direct the least senior employee(s) scheduled to work to take
27 the holiday absence. If additional holiday coverage is needed, employees
28 required to take the holiday absence will be offered the opportunity to work in
29 seniority order.

1 Such employees shall receive notice of such schedule not less than 96 hours
2 prior to the beginning of the work period containing the holiday for which the
3 paid absence will be authorized. Absent such notice, the employee shall be
4 allowed to work his/her scheduled shift.

5 3. Exceptions to seniority-order scheduling may be made to account for any
6 special qualifications that may be needed.

7 Regular days off which fall on a holiday will not be rescheduled. The Local
8 Chapter President or, in his/her absence, the designee, shall be entitled to notice
9 and to consultation with the Agency Employer regarding which positions will or
10 will not be staffed.

11 **Section F. Holiday Scheduling-- Department of ~~Community Health~~Health**
12 **and Human Services.**

13 The parties agree to the following procedure for reduced staffing schedules on
14 holidays.

15 1. All of the contractual holidays will be treated individually.

16 2. Between 28 and 21 days prior to the pay period containing the holiday, all
17 Nursing Department Forensic Security Assistants (FSAs) regularly scheduled
18 to work the holiday will be asked their preference to either work or not work
19 their shift on that holiday. Staff on each shift will be given their preference
20 based on seniority.

21 3. FSAs on vacation during the 28 to 21 day request period will remain
22 scheduled to work unless they submit a preference for a holiday absence.
23 FSAs off on a leave of absence during the request period and who expect to
24 be back to work before the holiday must submit their preference to the unit
25 supervisor, or they will be scheduled for a holiday absence.

26 4. Holiday schedules will be posted 14 days prior to the beginning of the holiday
27 pay period.

- 1 5. If an employee changes shift after the schedule is made, his/her schedule will
2 go with him/her to the new shift.

- 3 6. In the event that call-ins or other circumstances leave the Agency short of
4 staff on the holiday, FSAs normally scheduled to work but required to take the
5 absence will be offered the opportunity to work in seniority order by shift in
6 accordance with Article 18 §E of the collective bargaining agreement.

- 7 7. Any FSAs interested in working overtime on the holiday (any shift) must sign
8 up on the “B” list; including FSAs scheduled to work other shifts, FSAs on
9 scheduled RDOs, non-nursing FSAs, and FSAs who did not get their
10 preference to work or who were granted a preference to have the day off and
11 have now decided they would prefer to work.

- 12 8. Any “B” list employee who is contacted to work and refuses shall have those
13 hours charged to them as if they had worked. If there are insufficient
14 volunteers, the mandatory overtime process in Article 17 §F.2.b. will be
15 utilized.

- 16 9. Employees may not sign up for three shifts on a holiday. An employee signing
17 up for 24 continuous work hours, with or without their regularly scheduled
18 shift, will be removed from all overtime “B” lists for that holiday.

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ARTICLE 19

LEAVES OF ABSENCE WITHOUT PAY

Section A. Eligibility.

An employee who has completed his or her initial probationary period shall have the right to request a leave of absence without pay in accordance with the provisions of 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 appropriate supervisor at least (except under emergency circumstances) 30 calendar days in advance of the proposed commencement date for the leave. The request shall state the reason for and the length of the leave of absence being requested.

The supervisor shall consult with the Appointing Authority and furnish a written response as follows:

- Requests for leaves of absence not exceeding one month shall be answered within 14 calendar days.
- Requests for a leave of absence exceeding one month shall be answered within 28 calendar days.

Section C. Approval.

Except as otherwise provided in this Agreement or in applicable statute, employees may be granted a leave of absence without pay at the discretion of the Appointing Authority for a period up to six months.

1. Criteria for Consideration of Request. Appointing Authority determinations under this Section shall not be arbitrary, discriminatory or capricious. When considering whether to grant the requested leave of absence:
 - a. The Employer shall consider its operational needs, the employee's length of service, and work performance;

1 b. The Employer shall consider the probability of the employee's ability to
2 return to work within a reasonable period of time;

3 c. The request for a medical leave of absence will not be denied solely on
4 the basis that the employee has previously been granted an aggregate of
5 six months of medical leave of absence.

6 2. Criteria for Extensions. Only under bona fide mitigating circumstances may a
7 leave of absence be extended beyond six months.

8 Except as may otherwise be provided in this agreement, an employee may elect
9 to carry a balance of annual leave during a leave of absence. An employee may
10 elect to carry a compensatory time balance during the leave of absence only with
11 the approval of the Appointing Authority. Denial of a request to carry a
12 compensatory balance shall not be grievable. Such leave balances shall be
13 made available to the employee upon return from a leave of absence but may be
14 utilized only with prior approval of the Appointing Authority.

15 Payment for annual leave or compensatory leave due an employee upon going
16 on, or who fails to return from, a leave of absence shall be at the employee's last
17 rate of pay.

18 **Section D. Educational Leave of Absence.**

19 The Employer may approve an individual employee's written request for a full-
20 time educational leave of absence for an initial period of time up to one year. To
21 qualify for such an educational leave, the employee must be admitted as a full-
22 time student as determined by the established requirements of the educational
23 institution relating to full-time status. Before the leave of absence can become
24 effective, a curriculum plan and proof of enrollment must be submitted by the
25 employee to his/her Appointing Authority.

26 At the request of the Employer, the employee shall provide evidence of
27 continuous successful full-time enrollment in such curriculum plan in order to
28 remain on or renew such leave. Such education shall be directly related to the
29 employee's field of employment. Such employee may return early from such a

1 leave upon approval by the Employer. The Employer shall approve or deny the
2 request for leave of absence without undue delay. Any denial shall include a
3 written explanation of the denial, if requested by the employee.

4 **Section E. Medical Leave of Absence.**

5 Upon depletion of accrued sick leave credits, an employee upon request may be
6 granted a leave of absence for personal illness, injury or temporary disability
7 necessitating his/her absence from work. Such leave may be granted for a period
8 of up to six months within a five-year period, plus any approved extensions upon
9 providing required medical information. Time off on medical leave of absence
10 due to pregnancy shall not be counted against this six-month period. The
11 employee's request shall include a written statement from the employee's
12 physician indicating the specific diagnosis and prognosis necessitating the
13 employee's absence from work and the expected return to work date.

14 A request for a medical leave of absence after the employee has returned to
15 work from an injury or illness absence, due to complications and/or a relapse
16 from that injury or illness will be considered as a medical leave extension
17 request, provided this type of extension is requested within 60 days of return
18 from the original absence.

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

27 In all other circumstances, a request to extend a medical leave of absence for
28 more than one year may be granted in the sole discretion of the Employer, and
29 only upon sufficient evidence being presented that the employee will, upon

1 expiration of the extension, be able to return to full performance of duties. A
2 denial of such request shall not be grievable.

3 When a status employee's request for extension of a medical leave of absence is
4 denied, upon individual employee written request, the Employer shall grant a
5 waived rights leave of absence for a period not to exceed one year pursuant to
6 Section I. of this Article.

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

10 This Section shall not impair the right of the Employer to require an employee to
11 furnish acceptable medical certification from his/her health care provider (as the
12 term is defined under the FMLA and its implementing regulations) of the
13 employee's mental and/or physical fitness to continue or return to work.

14 **Section F. Family and Medical Leave Act.**

15 The parties recognize that the Employer and employees are subject to the
16 provisions of the federal Family and Medical Leave Act (the Act) and have
17 recorded their agreement on implementation of the right and obligations of
18 employees and the Employer under the terms of the Act and its implementing
19 regulations, as may be amended from time to time, in the accompanying Letter of
20 Understanding. The provisions of this Agreement pertaining to the employee's
21 own serious health condition (medical leave), parental leave, and family care
22 leave shall be administered in a manner to assure that the employee's rights
23 under the Act and its implementing regulations are respected. A complaint that
24 such rights under the Act or its implementing regulations have been violated by
25 the Employer shall not be a grievance for purposes of this Agreement.

26 **Section G. Military Leave.**

27 Whenever an employee enters into the active or inactive military service of the
28 United States, the employee shall be granted a military leave of absence and
29 granted such wage, seniority and benefit continuation entitlement as provided
30 under Civil Service Rules and Regulations and applicable statutes. It is the clear

1 intent to abide by the requirements of the Uniformed Services Employment and
2 Reemployment Rights Act of 1994 and other applicable federal statutes.
3 Complaints regarding USERRA and other applicable federal statutes are not
4 grievable.

5 If Civil Service Rules or Regulations are revised, the parties shall meet to discuss
6 their application to Bargaining Unit members.

7 Whenever an employee is required to attend active or inactive duty training, upon
8 employee request, the employee shall be released on annual leave and/or
9 compensatory time even if the number of annual leave slots under the formula
10 are filled. Previously approved annual leave requests shall not be canceled to
11 accommodate the military leave. However, if an annual leave slot under the
12 formula is available, the employee(s) shall be placed in the available openings. In
13 the event the employee does not have sufficient accruals to cover such absence,
14 approved lost time shall be granted. Written notification must be given to the
15 employee's supervisor as soon as the employee is aware of his/her training
16 schedule.

17 **Section H. Leave for Union Office.**

18 The Employer shall grant requests for leaves of absence to employees in this
19 Bargaining Unit upon written request of MCO, and upon written request of the
20 employee, subject to the following limitations:

- 21 1. The written request of MCO shall be made to the employee's Appointing
22 Authority and shall indicate the purpose of the requested leave of absence.
- 23 2. If the requested leave of absence is for the purpose of permitting the
24 employee to serve in an elective or appointive office with either MCO or the
25 International, the request shall state what the office is, the term of such office
26 and its expiration date. This leave shall cover the period from the initial date
27 of election or appointment through the expiration of the first full term of office.
- 28 3. If the requested leave of absence is for the purpose of permitting the
29 employee to serve as a staff representative for either MCO or the

1 International, such leave shall be for a minimum of two pay periods but shall
2 not extend beyond the end of this Agreement.

3 4. The Employer is not obligated to grant such leaves of absence for more than
4 one employee from any one Agency in the Department of Corrections or more
5 than one from any other Department. For purposes of this Section, "Agency"
6 in the Department of Corrections is defined as a Facility or Community
7 Corrections Program.

8 **Section I. Waived Rights Leave of Absence.**

9 The Employer may grant a waived rights leave of absence for a period up to one
10 year to an employee in those situations when an employee must leave his/her
11 position for reasons beyond his/her control and for which a regular leave of
12 absence is not granted. Employees do not have the right to return to state
13 service at the end of a waived rights leave of absence but will have the
14 continuous nature of their service protected, provided they return to work prior to
15 the expiration of such leave. All requests for a waived rights leave of absence
16 must be made to the employee's Appointing Authority in writing specifying the
17 reason for the request. An employee granted a waived rights leave of absence
18 may not carry any annual leave balance during such leave.

19 **Section J. Parental (Maternity/Paternity) Leave.**

20 Upon written request, an employee shall be granted parental leave for up to six
21 months, following the birth of his/her child, or adoption of a child. Such leave
22 must commence immediately following the expiration of the employee's medical
23 leave (for the mother) or upon adoption, but not later than eight weeks following
24 delivery or upon adoption of a child. If both parents are covered by this
25 contractual provision, such leaves may be taken either concurrently or
26 consecutively. Based upon its operational needs, the Employer may grant an
27 extension of such leave upon request of the employee. The Employer shall
28 consider a request for annual leave immediately prior or subsequent to the period
29 of the parental leave in the same manner as a request for annual leave at other

1 times. This Section does not diminish entitlements under the FMLA, such as
2 inception of leave for the father.

3 **Section K. Return from Leave of Absence.**

- 4 1. An employee returning to work from an approved leave of absence of six
5 months or less (other than waived rights) will be restored to the position which
6 he/she left, including shift, RDOs and bid job, if applicable.
- 7 2. An employee returning from an approved leave of absence of more than six
8 months (other than waived rights) will be restored to a position in the
9 employee's same classification and work location. The Employer will make a
10 good faith effort to return the employee to his/her former shift, RDOs and bid
11 job, but subject to the provisions of Article 15.

12 However, an employee returning from a Union leave of absence shall be
13 returned to the work location from which he/she departed, and to the shift on
14 which he/she was employed if, at the time of return, he/she has more
15 seniority than the least senior employee on the shift, or there is a vacancy on
16 the shift.

- 17 3. An employee who requests to return to work prior to the expiration of the
18 approved leave (other than waived rights) may return only with the approval
19 of the Appointing Authority. Such approval shall not be arbitrarily withheld.

20 **Section L. Jury and Witness Duty.**

21 An employee engaged in jury duty, including the jury selection process, shall be
22 released from the scheduled workday for such duty. An employee so released
23 may elect to receive payment for such jury service under one of the following
24 arrangements:

- 25 1. Leave of absence without pay, in which case the employee shall retain jury
26 duty pay and travel/meal expense reimbursement (if any); or
- 27 2. Compensatory time or (in the absence of available compensatory time
28 credits), annual leave credits, in which case the employee shall retain the jury
29 duty pay and travel/meal expense reimbursement (if any); or

1 3. Paid administrative leave, in which case the employee shall remit the jury
2 duty pay (but not travel/meal expense reimbursement) to the Employer.

3 Upon being notified of jury duty, the employee shall provide notice to the
4 Employer, and thereafter apprise the Employer of the jury duty schedule on a
5 daily basis before the beginning of the employee's scheduled work day. While on
6 jury duty, the employee's schedule shall be adjusted (if the employee requests)
7 to approximate as nearly as possible the court's schedule (e.g., first shift,
8 Monday through Friday). In the event the employee is to receive paid
9 administrative leave, such payment shall be at the base rate (excludes shift
10 differential).

11 An employee subpoenaed to appear before a court in the judicial branch of
12 government as a witness for the people, or to give testimony arising out of his/her
13 duties as a state employee (and the employee had a reasonable basis for
14 believing his/her conduct was within the scope of authority delegated to the
15 employee), the employee shall be released on paid administrative leave. Second
16 and third shift employees shall be permitted an equivalent amount of time off
17 from the scheduled work on their preceding or succeeding shift for such
18 appearance. The employee shall remit to the Employer all witness fees received
19 (up to the amount of their salary), including travel/meal expense reimbursement
20 received. The employee will be reimbursed by the Employer for any travel/meal
21 expenses in accordance with the State Standardized Travel Regulations.

22 If an employee is requested or subpoenaed as a witness or appears in court in
23 any other capacity, he/she will not be considered as performing duties associated
24 with state employment, nor shall paid administrative leave be granted.

25 **Section M. Victim Impact Statements.**

26 An employee injured as a result of a prisoner or patient assault, and where the
27 prisoner or patient is prosecuted, shall be allowed to appear at the sentencing of
28 the prisoner to make a Victim Impact Statement. The employee shall be allowed
29 administrative leave from actual duty time for attendance at and necessary travel
30 to the hearing, but such administrative leave shall not exceed one work shift. No

1 equivalent time off or overtime shall be permitted. Such employee is not
2 representing the department and is not considered to be performing official duties
3 associated with state employment and shall not appear in court in uniform.

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ARTICLE 20

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PERSONNEL FILES

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Section A. General.

4 There shall be only one official personnel file maintained by the Department or at
5 a facility for each employee. Where the official file is maintained at a facility, the
6 Department shall have the right to maintain a copy at the central office. If dual
7 files are kept (i.e., one at the department and one at the agency), the information
8 concerning discipline and job performance in each file shall be identical. In no
9 event shall an employee's medical file be contained in his/her personnel file;
10 appropriate notations to permit cross reference to the medical file for
11 documentation of transactions and payroll entries are permitted.

12 For purposes of this Article, notes kept by a supervisor shall not be considered a
13 personnel file. Such notes shall be kept in a confidential manner and shall be
14 considered the property of the maker of such notes, and shall not be placed in
15 the employee's personnel file, unless the employee is provided with an exact
16 copy of the notes. Notes concerning matters and events which involve the
17 employee, but which matters the supervisor has not discussed with the
18 employee, shall not be part of the personnel file.

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Section B. Access.

20 Access to and usage of individual personnel files shall be in accordance with
21 applicable law and shall be restricted to authorized management personnel, the
22 employee and/or the Union representative when authorized in writing by the
23 employee. An employee shall have the right, upon request, to review his/her
24 personnel file at reasonable intervals (generally not more frequently than two
25 times per year), and may be accompanied by a Union Representative if he/she
26 so desires. Upon request, the Employer shall make a copy of documents in a
27 personnel file and furnish such copies to the employee. The Employer may
28 charge a reasonable fee for copies previously furnished to the employee or
29 Union, when requests for such copies become excessive. To the extent

1 permitted by law under the Freedom of Information Act (F.O.I.A.), documents and
2 information in the personnel file will not be released if such release would be a
3 clearly unwarranted invasion of the employee's privacy. Prior or concurrent notice
4 shall be given an employee when his/her personnel file is given out pursuant to
5 F.O.I.A.

6 **Section C. Employee Notification.**

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

12 An employee who disagrees with information contained in a personnel file may
13 submit a written statement explaining his or her position. The statement shall not
14 exceed 5 sheets of 8 ½ inch by 11 inch paper and shall be included in any review
15 or release of the related records.

16 **Section D. Non-Job Related Information.**

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

19 **Section E. Time Limits.**

20 Except as to matters involving patient abuse or neglect, upon employee request,
21 records of disciplinary actions/less than satisfactory service ratings issued
22 subsequent to the execution of this Agreement shall be removed from an
23 employee's file 24 months following the date on which the rating was issued, or
24 the date the underlying conduct occurred or the Employer became aware of the
25 conduct, whichever is later, provided that no new disciplinary action/less than
26 satisfactory service rating has occurred during such 24 month period.

27 In the Department of ~~Community Health~~Health and Human Services, records
28 relating to disciplinary action/less than satisfactory service for substantiated
29 abuse or neglect of a patient shall be removed not later than 48 months following

1 the date of the underlying conduct or the Employer became aware of the
2 conduct, whichever is later, provided no new disciplinary action or service rating
3 for abuse or neglect has been issued to the employee during the 48 month
4 period. For purposes of this Section, the term "substantiated" shall mean a
5 disciplinary action/less than satisfactory service rating not grieved, or upheld in
6 the grievance procedure in accordance with Article 9 of this Agreement.

7 Counseling memoranda shall similarly be removed 12 months following the date
8 of issuance, upon employee request at such time, provided no new counseling
9 memorandum, or less than satisfactory service rating, has been issued during
10 such 12 month period.

11 These provisions shall not prohibit the Employer from maintaining records of
12 disciplinary action arising out of violations of prohibited practices as defined in
13 the Civil Service Rules and Regulations. Nothing in these provisions is intended
14 to prohibit the Employer from retaining (in a location other than in the employee's
15 personnel file) and using records, even if "dated", as evidence in defending
16 against claims of unlawful discrimination by the Employer, the State, its
17 departments, agencies, officers, employees or agents.

18 The provisions of this Section shall apply retroactively to disciplinary actions/less
19 than satisfactory service ratings and written reprimands/counseling memoranda
20 initiated prior to the execution of this Agreement, to the extent that such
21 information cannot be used in any hearing or proceeding concerning the
22 employee.

23 For purposes of computing time for expunging records under this Section, only
24 time in pay status, Workers' Compensation, and military leave shall be counted.

25 The Employer may remove such documents prior to the expiration of the
26 respective period, at the employee's request, and at the sole discretion of the
27 Employer.

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ARTICLE 21

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CONTRACTING AND SUB-CONTRACTING

3 The Employer reserves the right, subject to Civil Service Rules and Regulations,
4 to contract out or sub-contract any work it deems necessary or desirable and/or
5 as required by law.

6 Whenever contracting out or sub-contracting will result in substantial adverse
7 impact upon Bargaining Unit employees, the Employer will inform the Union and
8 will meet under the Civil Service Rules and Regulations upon the resulting impact
9 of such decision on employees, its remedy or modification.

10 Nothing in this Article shall prohibit the Employer from continuing and/or
11 renewing current contracting and sub-contracting arrangements, and from
12 contracting or sub-contracting with different parties for the same or similar
13 services.

14 Nothing in this Agreement shall be construed to prohibit or limit the Employer in
15 the use of contractual services in accordance with Civil Service Rules and
16 Regulations; rather, this Article is a commitment for the departmental employer to
17 provide the Union with notice of impending use of contractual services, to provide
18 reasonable Meet and Confer rights in such circumstances, and to make
19 reasonable efforts, not involving a delay in implementation, to reduce or
20 otherwise modify the impact of such contractual services on existing Bargaining
21 Unit employees.

22 The Employer's notice to the Union of impending use of contractual services shall
23 consist of a copy of the request made to Civil Service and shall include such
24 matters as:

- 25 a. The nature of the work to be performed or the service to be provided.
- 26 b. The proposed duration and cost of such sub-contracting.
- 27 c. The rationale for such sub-contracting.

- 1 In case of preauthorized contractual services, c. above need not be provided;
- 2 however, the Employer agrees to meet with the Union, upon request, should the
- 3 Union have questions concerning the information provided.

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ARTICLE 22

MISCELLANEOUS

Section A. Wage Assignments and Garnishments.

The Employer will not impose disciplinary/counseling action against an employee for any wage assignments or garnishments. Where possible, the employee shall be given advance notice of garnishments and details therein.

The Employer may recover over-compensation (including expense reimbursements) from Bargaining Unit employees in accordance with the Civil Service Rules and Regulations.

Section B. Rehabilitation and Disability Management.

In accordance with the principles of the State Employee Services Program, the Employer shall advise employees relative to counseling and other reasonable or appropriate rehabilitation services available to employees where necessary. When such referral is made, the employee shall continue to be responsible for complying with a reasonable employer request to furnish acceptable medical certification of mental and/or physical fitness to continue to work.

The parties agree Disability Management programs may require changes in some of the provisions of this Agreement. The parties agree to meet and engage in discussions about mutual concerns of the Union and the Employer regarding issues associated with such proposed changes. The parties therefore agree that upon mutual agreement they may reopen negotiations on some of these provisions following these meetings.

Section C. Notice of Examination.

The Employer agrees to post or make available notices of examinations for classifications within the Bargaining Unit, when provided by the ~~Department of Civil Service~~Civil Service Commission, and supply at least one copy of such notices to the Union, if not previously provided.

1 **Section D. In-Service Training.**

2 Policies, work rules and regulations concerning conduct and performance shall
3 be available to employees. The Employer shall make a reasonable effort to
4 provide training, review, and the furnishing of necessary copies of such
5 information to employees. In furnishing information to employees, handbooks,
6 summaries and other suitable formats may be used. Management will endeavor
7 to provide sufficient training to enable employees to effectively deal with
8 circumstances normally met on the job. The Department of Corrections obligation
9 to ameliorate any substantial adverse impact upon high seniority employees
10 caused by statutory and Civil Service Commission-approved certification
11 standards shall be subject to secondary negotiations.

12 The parties agree to continue their Letter of Understanding regarding commercial
13 driver licenses, which appears as Letter of Understanding #3 in this Agreement.

14 The parties agree to establish a joint labor-management Forensic Training
15 Committee (FTC) consisting of three representatives designated by the Union
16 and three representatives designated by the Department of ~~Community~~
17 Health and Human Services. The parties shall each make a good faith
18 effort to appoint at least one member who has professional training or
19 employment responsibilities in the area of occupational education and training.

20 The FTC shall meet at least quarterly at mutually agreeable times and places. An
21 agenda shall be established in advance of each meeting. Minutes will be
22 prepared by the Department for each meeting, and a copy supplied to all FTC
23 members. Meetings shall be open to such other representatives of the parties as
24 the committee members deem appropriate. Committee members appointed by
25 the Union shall be permitted time off from the job without loss of pay for
26 necessary travel to and from, and attendance at, scheduled committee meetings.

27 The charge to the committee shall be to collect and review information on
28 forensic psychiatric programs, such as: the nature and structure of the workforce;
29 the educational and work experience requirements for employees who are
30 performing substantially similar job functions as Michigan's Forensic Security

1 Assistant; the statutory or other legal bases upon which these job requirements
2 are predicated; the identification of knowledge, skills and abilities which are most
3 frequently required of Forensic Security Assistant counterparts; the identification
4 and description of training programs currently being conducted for Forensic
5 Security Assistant counterparts; the identification and description of areas in
6 which the qualifications and training of Michigan's Forensic Security Assistants
7 may be enhanced.

8 The committee shall make recommendations as needed and submit a status
9 report to the Director of ~~Community Health~~Health and Human Services, in
10 January of each year.

11 **Section E. Printing Agreement.**

12 The Employer shall be responsible for the cost of its own copies of this
13 Agreement and copies for supervisors. The Employer and Union shall jointly
14 proof this Agreement against the tentative Agreement ratified by the parties and
15 shall agree upon a common cover color and format prior to final printing and
16 distribution. The Union shall be responsible for the cost of its own copies and
17 copies to be provided to employees in the Bargaining Unit. Copies of this
18 Agreement shall be available to be consulted by an employee upon request in
19 the office of every supervisor of employees covered by this agreement. Printing
20 costs shall be proportionately shared between the parties.

21 Notwithstanding the paragraph above, employing departments shall be
22 responsible for the cost of printing a number of Security Unit contracts sufficient
23 to provide one copy for each employee who is or becomes employed in the
24 Security Unit. The Employer expressly reserves the right, after agreeing upon
25 color and format, to obtain printed copies in the most cost-effective manner
26 possible. However, the Employer assumes no responsibility for the distribution of
27 such contract copies to members of the Bargaining Unit.

1 **Section F. Effect of Civil Service Commission Rules and Compensation**
2 **Plan.**

3 The parties recognize that they are subject to the Civil Service Rules and
4 Compensation Plan of the Michigan Civil Service Commission. The parties
5 therefore adopt and incorporate herein such Rules (excluding rules governing
6 prohibited subjects of bargaining) and provisions of the Compensation Plan as
7 they exist on the effective date of this Agreement, provided that the subject
8 matter of such Rules and Compensation Plan is not covered in the Agreement.

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

12 Where any provision of this Agreement is in conflict with any current Commission
13 Rule or provision of the Compensation Plan, regarding a proper subject of
14 bargaining, the parties will regard Commission approval of this Agreement,
15 without exception, as an expression of policy by the Commission that the parties
16 are to be governed by the provisions of this Agreement. If required by the
17 Commission to do so, the parties agree to jointly petition the Commission to
18 amend the application of any Rule or provision of the Compensation Plan which it
19 determines to be in conflict with the application of the provisions of this
20 Agreement. Upon approval of the parties' petition, if any, by the Commission, the
21 parties will be governed by the provisions of this Agreement. In the event the
22 Commission denies the parties' petition, the current Rule(s) and/or
23 Compensation Plan shall govern.

24 **Section G. Savings Clause.**

25 Should any part of this Agreement or any provision contained herein be declared
26 invalid by operation of law or by any tribunal of competent jurisdiction, including
27 the Michigan Civil Service Commission, such invalidation of such part or
28 provision shall not invalidate the remaining portions hereof and they shall remain
29 in full force and effect. The parties agree that if such part or provision is
30 invalidated, they will meet as expeditiously as possible to determine what effect,
31 if any, such invalidation has on the terms and conditions of employment in this

1 Unit which are the subject of this Agreement and negotiate a mutually
2 satisfactory replacement for such part or provision.

3 **Section H. Constitutional Change.**

4 The parties recognize that a constitutionally mandated change may alter the
5 Collective Bargaining framework under which this Agreement was reached. In
6 such an event, either party may submit proposals for negotiation of those issues
7 which may be affected in accordance with such altered framework.

8 **Section I. Uniforms.**

9 1. Department of Corrections. In the Department of Corrections, where the
10 Employer requires the employee to wear a uniform or special clothing, the
11 Employer will furnish such clothing, which shall be worn in accordance with
12 the uniform policy.

13 If a full uniform issue cannot be furnished to the employee, compatible
14 clothing may be worn on duty. Existing uniform supplies will be used prior to
15 the issuance of the new clothing items. Non-dangerous Union insignia, such
16 as pocket protectors and affiliation lapel pins, may be worn with uniforms.

17 Management specifically reserves the right to determine for which classes of
18 employees, and at which facilities within the Correctional Facilities
19 Administration and, if any, within the Field Operations Administration, the
20 uniform shall be required. However, in exercising such right, the Department
21 of Corrections shall not withdraw the uniform issuance and wearing
22 requirements from any employee whom it has been determined shall be
23 subject to such requirements, including Bargaining Unit employees in the
24 Community Corrections Centers, resident home programs and work crew
25 positions, except upon the agreement of the Union.

26 a. The quantity, minimum quality standards, and replacement frequency of
27 uniform distribution shall be subject to secondary negotiations at the
28 request of either party.

1 b. The Department of Corrections shall maintain its current uniform policy for
2 the life of this Agreement, except that the Department shall have the right,
3 upon reasonable notice to the Union and review by the Standing Uniform
4 Advisory Committee, and without an obligation to negotiate, to prescribe
5 the uniform, the circumstances under which the various uniform items
6 must be worn, and to determine what apparel items are included in and/or
7 compatible with the prescribed uniform, provided that such determinations
8 do not create an unsafe working condition not inherent in a correctional
9 setting.

10 c. Standing Uniform Advisory Committee - A standing uniform advisory
11 committee is hereby continued, consisting of three representatives
12 designated by the Department, and three representatives designated by
13 the Union. The Chair of the committee shall be alternated between the
14 Department and the Union in one-year terms (January - December), with
15 the Department assuming the Chair for the first term. The committee shall
16 meet on a quarterly basis, and more frequently at the call of the Chair. The
17 expenses of the members shall be the responsibility of the parties
18 respectively, except that administrative leave shall be granted to the
19 Union's representatives to cover reasonable and necessary travel time
20 and attendance at committee meetings.

21 The purpose of the committee shall be to initiate, receive, consider and
22 advise the department on various issues related to the uniform and its
23 components including, but not limited to, suggested or proposed changes
24 in the department's uniform policy; deviations and/or exceptions to the
25 wearing requirements authorized at the facility or institution level;
26 components to be added to, substituted for, or deleted from the standard
27 uniform issuance; and, the style, safety and functional features of the
28 uniform and its components.

29 It is not the intent of the parties to diminish the right of the Union to grieve
30 management decisions which have the effect of creating an unsafe
31 working condition which is not inherent in a correctional setting.

1 d. Dry Cleaning/Laundrying and Tailoring - Each employee required to wear
2 the uniform will be entitled to an allowance of \$250.00 per year to cover
3 dry cleaning, laundrying and tailoring expenses of the uniform, as well as
4 compatible footwear expenses as provided in Subsection e. below.

5 In addition, Bargaining Unit members who are classified as either
6 Corrections Security Representatives or as Corrections Resident
7 Representatives shall be eligible for the \$250.00 per year cleaning
8 allowance provided in this Subsection.

9 Effective October 1, 2005, this allowance shall increase to \$575.00. FSAs
10 not currently receiving the allowance shall receive an allowance of
11 \$325.00.

12 The allowance will be paid by the second pay period in October prorated
13 by the number of full pay periods the employee is in pay status in this
14 Bargaining Unit during the previous Fiscal Year. The current practice of
15 excluding from pay status a pay period during which the employee was on
16 workers' compensation for the entire time may continue.

17 While the normal replacement schedule frequency for various components
18 of the prescribed uniform is subject to the determination of the
19 Department, working through the Standing Uniform Advisory Committee,
20 items that are unwearable due to normal wear and tear will be replaced on
21 an as-needed, case-by-case basis. Damage to garments caused by
22 breaking up fights, etc., will be replaced or paid for by the Employer.

23 e. Shoe/Boot Reimbursement - If the Department of Corrections is unable to
24 provide the employee with the pair of shoes/boots in his/her correct size,
25 the Department will reimburse the employee for his/her purchase of the
26 correct size pair of shoes/boots which conforms to the Department's
27 standards and policy as determined by the Standing Uniform Advisory
28 Committee. Such reimbursement shall not be more frequent than once per
29 fiscal year, nor in an amount greater than the price (plus tax) contained on
30 the receipt furnished to the Department by the employee, not to exceed

1 eighty dollars (\$80.00). Alternatively, an employee will be reimbursed for
2 up to \$160.00 for a pair of boots every two fiscal years under the above
3 conditions. The employee who opts to wear compatible non-state issued
4 footwear shall not be entitled to the reimbursement.

5 2. Department of ~~Community Health~~Health and Human Services. The parties
6 agree such uniform allowance shall continue to be applicable to Bargaining
7 Unit employees at the Center for Forensic Psychiatry who have been issued
8 uniforms. The provision of, quantity and replacement schedule for each
9 component of the uniform shall be subject to secondary negotiations and, if
10 such negotiations occur, the subject of a uniform committee and its purpose,
11 and the allowance may also be addressed.

12 3. Style & Safety Features. Both MCO and the Employer agree that the intent of
13 this Section is to promote a professional appearing employee and both agree
14 that it is the sole responsibility of the Employer to enforce its uniform policy.

15 **Section J. Eating Areas.**

16 The Employer shall provide eating areas, separated from employees' normal
17 areas of work, wherever possible.

18 **Section K. Representation in Civil Litigation.**

19 Whenever any claim is made or any Civil action is commenced against any
20 employee alleging negligence or other actionable conduct arising out of the
21 employee's state employment, if the employee was in the course of employment
22 at the time of the alleged conduct and had a reasonable basis for believing that
23 the conduct was within the scope of the authority delegated to the employee, the
24 Employer (in cooperation with the Attorney General) shall, at its option, pay for or
25 engage or furnish the services of an attorney to advise the employee as to the
26 claim and to appear for and represent the employee in the action. No such legal
27 services shall be required in connection with prosecution of a criminal suit
28 against an employee. Nothing in this Section shall require the reimbursement of
29 any employee or insurer for legal services to which the employee is entitled
30 pursuant to any policy of insurance.

1 The Employer may also indemnify an employee for the payment of any judgment,
2 settlement, reasonable attorney fees or court costs where the employee is found
3 to have committed an intentional tort, if the employee's intentional conduct
4 occurred while fulfilling his/her necessary duties and functions and was carried
5 out pursuant to a direct order of his/her supervisor, was conduct required by the
6 direct order, or was conduct in keeping with well-established and approved past
7 practices of the Department; provided, the employee shall have the right to select
8 counsel of his/her own choosing, with mutual agreement with the Employer.

9 **Section L. LTD/Workers' Compensation Disputes.**

10 When an employee who is enrolled in the State's Long Term Disability Insurance
11 program is disabled from work due to injury or illness, and the employee has
12 been initially denied LTD benefits for such disability on the basis that the
13 disability is, or appears to be, compensable under the State's workers'
14 compensation program, the employee shall be entitled (upon request to the LTD
15 carrier) to enter into a private contractual arrangement with the LTD carrier to
16 receive LTD benefits, if the employee signs an agreement to reimburse the LTD
17 carrier in the amount of any workers' compensation benefits received.

18 Disputes regarding the denial of LTD/Workers' Compensation benefits are not
19 grievable under this Agreement. However, disputes regarding denial of Public Act
20 293/414 benefits for approved Workers' Compensation claims are subject to the
21 grievance procedure contained within Article 9 of this Agreement.

22 **Section M. Resignation.**

23 An employee may rescind his/her resignation from employment any time prior to
24 the effective date of the resignation.

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ARTICLE 23

MAINTENANCE OF BENEFITS

Section A. Compensation and Economic Benefits.

As provided in Article 22, Section F of this Agreement, compensation and economic benefits in effect on the effective date of this Agreement, as described in the official Civil Service Compensation Plan in effect on the effective date of this Agreement, which are not provided for or abridged by this Agreement, will continue in effect under conditions upon which they were previously granted, throughout the life of this Agreement unless altered by mutual agreement between the State Employer and the Union through good faith negotiations subject to approval by the Civil Service Commission. Statutorily-required compensation and benefits shall conform to, but are not required to exceed, statutory provisions, unless provided otherwise in this Agreement.

In no event shall State-sponsored group insurance coverages or benefits be reduced for employees in this Unit, during the life of this Agreement, except as mutually agreed between the parties.

Section B. Non-Compensation Conditions.

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

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

1 Nothing herein shall be interpreted to provide that the Union has waived any of
2 its rights to contest or challenge any statute, in a court of law, which alters or
3 restricts the rights provided in this Agreement.

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ARTICLE 24

NON-DISCRIMINATION

The Employer will continue its policy against all forms of illegal discrimination including discrimination with regard to sex, age, disability, race, color, national origin, ancestry, religion, or partisan considerations. In addition, the Employer agrees not to discriminate on the basis of sexual orientation or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position.

The Union will continue its policy to admit all persons otherwise eligible to membership and to represent all members without regard to race, color, religion, national origin, sex, sexual orientation, ancestry, disability, age, political belief or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position.

The parties agree to treat each other with dignity and respect. As individuals employed in a class, employees will be entitled to equal pay for essentially equivalent work.

There shall be no discrimination, interference, restraint, or coercion by the Employer against any member because of MCO membership, nor shall the Union engage in such prohibited activity against a non-member because of any activity permissible under Federal or State Constitution, the Civil Service Rules and Regulations, or this Agreement.

This Article is not intended, nor shall it be construed, to alter, diminish or abridge the non-discrimination, equal employment opportunity, or affirmative action policies and rules of the State of Michigan, employing departments or the Michigan Civil Service Commission.

This Article shall not, however, be interpreted as a waiver by the Union of its rights to challenge the constitutionality of any Civil Service Rules and Regulations.

1 Sexual harassment is expressly prohibited. No person shall subject an employee
2 to sexual harassment during the course of employment in the state classified
3 service. The Employer will make all reasonable efforts to prevent sexual
4 harassment. When allegations of sexual harassment are made, the Employer will
5 investigate them and, if substantiated, take corrective action.

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

9 a. Repeated or continuous conduct which is sexually degrading or
10 demeaning to another person.

11 b. Conduct of a sexual nature which adversely affects another person's
12 continued employment, wage, advancement, tenure, assignment of duties,
13 work shift or other conditions of employment.

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

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ARTICLE 25

NO STRIKE - NO LOCKOUT

Section A. No Strike.

Inasmuch as this Agreement provides machinery for the orderly resolution of disputes which relate to this Agreement by an impartial third party, the Employer and Union recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement:

The Union agrees that neither it, its officers, agents, nor representatives, individually or collectively, will authorize, instigate, condone, or take part in any strike, work stoppage, sit down, sit-in, slowdown or other concerted interruption of operations of services by employees (including purported mass resignations or sick calls) and employees will maintain the full and proper performance of duties in the event of a strike.

When the Employer notifies the Union that any of the employees in this representation unit 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 and Regulations. Failure or refusal of the Union to take such action shall be considered in determining whether or not the Union has violated this Article, either directly or indirectly.

This Article shall not be construed to limit the application of Civil Service Rules and Regulations to employees in the Bargaining Unit.

Section B. No Lockout.

The Employer agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, instigate, or condone any lockout.

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ARTICLE 26

COUNSELING AND SERVICE RATINGS

Section A. General.

Counseling is affirmative efforts by the Employer to assist employees in a timely fashion who are having difficulty performing their jobs satisfactorily, and are not responsibly fulfilling their employment obligations. Counseling includes verbal and/or written instruction, correction, training or retraining, but not all training or retraining is counseling. Counseling is not considered disciplinary action, nor is it a prerequisite to disciplinary action. To the extent that a provision of this Article is in conflict with, or extends greater protections for employees than, a departmental policy or procedure on counseling, the provisions of this Article shall supersede the provisions of the departmental policy.

Section B. Informal (Verbal) Counseling.

Informal counseling may be undertaken when, in the judgment of the Employer, it is deemed necessary to improve performance or demeanor, instruct the employee, and/or attempt to avoid the necessity of disciplinary action. Informal counseling will not be recorded in the employee's personnel file, but it may be noted in supervisory records which are for the supervisor's own use. The employee shall be advised when the supervisor intends to make such note.

Section C. Formal Counseling.

When, in the judgment of the Employer, informal counseling is inappropriate, formal counseling may be conducted by an appropriate supervisor. Formal counseling will normally include a review of applicable standards and policies, an indication of what additional steps may be expected if job performance or demeanor is not improved, and a discussion of the factors listed in Subsections 1. through 6. below. A written summary of the formal counseling session will be prepared in a memorandum or on a standard form and a copy of such summary will be given to and signed for by the employee. Such signature shall indicate only that the employee has been offered or received a copy, and shall not

1 necessarily be regarded as agreement with its contents. A copy shall be retained
2 in the employee's individual personnel file.

3 The written summary of formal counseling shall contain a statement of:

- 4 1. The general nature of the problem.
- 5 2. The specific respects in which performance is unacceptable, including
6 examples, times, dates, and places of such unacceptable performance.
- 7 3. Any previous individual measures taken by the supervisor to correct the
8 performance problem, such as prior informal or formal counseling.
- 9 4. How the employee is expected to improve performance, including a
10 description of what is acceptable performance and the steps to achieve
11 acceptable performance.
- 12 5. The time frame during which the employee must demonstrate improvement to
13 an acceptable standard.
- 14 6. Progressively more serious actions which may result if performance is not
15 improved as required within the established time frame.

16 **Section D. Removal of Counseling Records.**

17 If, during the one year period following the date of any written summary of formal
18 counseling, the employee has received neither further formal counseling, an
19 unsatisfactory service rating, nor any disciplinary action, and on or after the
20 expiration of such one year period the employee requests the Employer to do so,
21 the Employer shall remove the written summary of formal counseling from the
22 employee's individual personnel file.

23 **Section E. Counseling Appeals.**

24 A non-probationary employee may grieve an unsatisfactory service rating
25 through the final step of the grievance and arbitration procedure. An employee
26 may grieve formal counseling through Step Two of the grievance procedure, and
27 the Departmental redetermination step established and regulated in Article 9.

1 Such redetermination shall be confined to a review of the grievance record and
2 such relevant new evidence as is presented for consideration.

3 **Section F. Unsatisfactory Service Ratings.**

4 An employee shall be entitled to Union representation, upon request, at any
5 conference at which the employee is receiving an unsatisfactory service rating
6 under the authority recognized in Civil Service Rules and Regulations.

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1 ARTICLE 27

2 WAGES AND LONGEVITY

3 **Section A. Fiscal Year 2014-20152016-2017.**

4 On October 1, 20142016, the base hourly rate in effect at 11:59 p.m. on
5 September 30, 20142016, for all steps in the pay ranges for all bargaining unit
6 classifications shall be increased by ~~two~~one percent (21%).

7 At the end of the first full pay period in October, 20142016, each full-time
8 employee who is on the payroll as of October 2, 20142016, and who has
9 accumulated no less than 2080 hours of current continuous service since
10 October 1, 20132015, shall be paid a one-time cash payment of ~~0.5~~1.5% of the
11 annualized base hourly rate of pay in effect as of October 2, 20142016, which
12 shall not be rolled into the base wage. For a full-time employee who has
13 accumulated less than 2080 hours of current continuous service since October 1,
14 20132015, this payment shall be pro-rated based on the ratio between the
15 employee's actual continuous service hours earned after October 1, 20132015,
16 and 2080 hours, times ~~0.5~~1.5% of the annualized base hourly rate of pay in effect
17 as of October 2, 20142016.

18 ~~At the end of the first full pay period in October, 2014, or the first subsequent pay~~
19 ~~period in Fiscal Year 2014-15 for which the employee receives a pay check, each~~
20 ~~permanent-intermittent employee, part-time employee or seasonal employee,~~
21 ~~who is on the payroll as of October 2, 2014, and who was either: 1) on the payroll~~
22 ~~on October 1, 2013, 2) on furlough on October 1, 2013, 3) on seasonal layoff on~~
23 ~~October 1, 2013, who has accumulated less than 2080 hours of current~~
24 ~~continuous service between October 1, 2013, and September 30, 2014, shall be~~
25 ~~paid a one-time cash payment which shall not be rolled into the base wage. For~~
26 ~~each such employee, this payment shall be pro-rated based on the ratio between~~
27 ~~the employee's actual continuous service hours earned between October 1,~~
28 ~~2013, and September 30, 2014, and 2080 hours, times 0.5% of the annualized~~
29 ~~base hourly rate of pay in effect as of October 2, 2014.~~

1 Effective October 1, 2005, a new base step was added to each level of each pay
2 range which shall be the current base step minus the difference between the
3 current base step and the first step. In the event that the creation of such a new
4 base step results in an employee employed in this Bargaining Unit on January 1,
5 2005, being placed at a lower pay rate upon promotion than they would have
6 received under the pay range structure in place on September 30, 2005, the
7 Employer will utilize provisions of Civil Service Regulation 5.01 Section
8 3.D.3.a(3) to grant an additional step.

9 **Section B. Fiscal Years ~~2015-2016 2017-2018 and 2018-2019.~~**

10 ~~On October 1, 2015, the base hourly rate in effect at 11:59 p.m. on September~~
11 ~~30, 2015, for all steps in the pay ranges for all bargaining unit classifications shall~~
12 ~~be increased by two percent (2%).~~ Provisions concerning wages for fiscal year
13 2017-2018 and 2018-2019 shall be opened by either party giving written notice to
14 the other of its intent to bargain in accordance with provisions of Article 39.

15 **Section C. High Security Retention Premium Pay.**

16 The State will continue the High Security Premium Pay program described
17 below. The program is intended to provide financial incentives to Security Unit
18 employees to continue working in certain high security correctional assignments,
19 and not to transfer to other -- lower security -- assignments, work locations and
20 institutions.

21 The high security assignments for which the premium is to be paid are work units
22 with a security designation of level IV or higher within a Department of
23 Corrections, Correctional Facilities Administration institution which itself is
24 designated by the Michigan Department of Corrections as having a security
25 rating of level IV or higher. Employees in work units with a security designation of
26 level IV or higher at other CFA facilities and institutions (i.e., regional, multiple,
27 medium and minimum) are not eligible for the premium payment.

28 Employees employed in the high security work units described above who, at the
29 end of the immediately preceding pay period, have two or more years (4,160 or
30 more hours) of Bargaining Unit seniority, as defined in Article 13, Section C. of

1 this Agreement, shall be entitled to receive \$.50 per hour above the regular rate
2 for their step in their classification's pay range. Such compensation shall be paid
3 for all hours the employee is in pay status, including holidays and leave time
4 used (except Union administrative leave of absence used pursuant to the
5 provisions of Article 7, Section F. of the Agreement). Such premium payment
6 shall be included as part of the regular rate of pay in computing overtime
7 premium pay.

8 Payment of the high security premium pay shall be made together with the
9 regular biweekly pay warrant, unless it is determined that such pay calculation
10 cannot be accomplished under the state's automated payroll system.

11 Employees of new facilities opening after the effective date of this Agreement
12 which have a security designation of level IV or higher shall receive the high
13 security premium pay provided in this Section, when assigned for an indefinite
14 term to a work unit with a security designation of level IV or higher. Employees at
15 the Scott Correctional Facility shall also receive the high security premium pay
16 when assigned for an indefinite term to a work unit with a security designation of
17 level IV or higher. All Department of Corrections CTO classifications shall receive
18 the retention pay.

19 New facilities opening after the effective date of this Agreement which have a
20 security designation of level IV or higher shall first seek volunteers by
21 classification for assignment to work units with a security designation of level IV
22 or higher. Lacking a sufficient number of volunteers, the facility shall assign or
23 reassign employees by inverse seniority.

24 A temporary assignment to a work unit or assignment with a security designation
25 of level III or lower shall result in a loss of the high security premium pay only if
26 such assignment totals more than ten consecutive full days of actual work. A
27 temporary assignment to a work unit or assignment with a security designation of
28 level IV or higher shall result in the temporary granting of high security premium
29 pay only if such assignment totals more than ten consecutive full days of actual
30 work.

Section D. Department of ~~Community Health~~Health and Human Services
Retention Premium Pay.

Employees employed at the Department of ~~Community Health~~Health and Human ~~Services~~ Center for Forensic Psychiatry who, at the end of the immediately preceding pay period, have two or more years (4160 or more hours) of Bargaining Unit seniority shall be entitled to receive \$.50 per hour above the regular rate for their step in their classification's pay range. Such compensation shall be paid for all hours the employee is in pay status, including holidays and leave time used. Such premium payment shall be included as part of the regular rate of pay in computing overtime premium pay.

Section E. Longevity Pay.

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.

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

YEARS OF SERVICE	EQUIVALENT HOURS OF SERVICE ¹	ANNUAL PAYMENT
5	10,400	

6	12,480	\$260
7	14,560	
8	16,640	
9	18,720	
10	20,800	\$300
11	22,880	
12	24,960	
13	27,040	
14	29,120	\$370
15	31,200	
16	33,280	
17	35,360	
18	37,440	\$480
19	39,520	
20	41,600	
21	43,680	
22	45,760	\$610
23	47,840	
24	49,920	
25	52,000	
26	54,080	\$790
27	56,160	
28	58,240	
29 & Over	60,320+	\$1,040

1 ¹ Eligibility for payment at any bracket will occur upon completion of the
 2 equivalent hours of service indicated in the bracket.

3 1. No active employee shall receive more than the amount scheduled for one
 4 annual longevity payment during any 12 month period except in the event of
 5 retirement or death.

- 1 2. Initial payments. Employees qualify for their initial payment by completing an
2 aggregate of five years (10,400 hours) of continuous service prior to October
3 1. The initial payment shall always be a full payment (no proration).
- 4 3. Annual Payments.
 - 5 a. Employees qualify for full annual payment by completing 2,080 hours of
6 continuous service during the longevity year.
 - 7 b. Employees who are in pay status less than 2,080 hours shall receive a pro
8 rata annual payment based on the number of hours in pay status during
9 the longevity year.
- 10 4. Payments to employees who become eligible on October 1 of any year shall
11 be made on the pay date following the first full pay period in October; except
12 that pro rata payments in case of retirement or death shall be made as soon
13 as practicable thereafter.
- 14 5. Lost Time Considerations.
 - 15 a. Lost time is not creditable continuous service nor does it count in
16 qualifying for an initial or an annual payment.
 - 17 b. Employees do not earn state service credit in excess of 80 hours in a
18 biweekly pay period. Paid overtime does not offset lost time, except where
19 both occur in the same pay period.
- 20 6. Payment to employees on leave of absence without pay and layoff on
21 October 1.
 - 22 a. An employee on other than a waived rights leave of absence, who was in
23 pay status less than 2,080 hours during the longevity year, will receive a
24 pro rata annual payment based on the number of hours in pay status
25 during the longevity year; such payment shall be made on the pay date
26 following the first full pay period in October.
 - 27 b. An employee on a waived rights leave of absence will receive a pro rata
28 longevity payment upon returning from leave.

1 7. Payment at retirement or death. An employee with 12,480 hours of currently
2 continuous service, who separates by reason of retirement or death shall
3 qualify and receive both a terminal and a supplemental payment as follows:

4 a. A terminal payment, which shall be either:

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

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

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

13 Longevity Overtime. The regular rate add-on for longevity will be calculated and
14 paid retroactively for overtime worked in the previous fiscal year. This amount will
15 be included in the longevity payment.

16 **Section F. Completion of Bargaining.**

17 This completes the parties' obligation to collectively bargain over Article 27
18 Section A for fiscal year 2016-17, and Article 27 Sections B-F for fiscal years
19 2016-17, 2017-18 and 2018-19. 2014-15 and 2015-16.

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ARTICLE 28

PAID ANNUAL LEAVE

Section A. Initial Leave.

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

Section B. Allowance.

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

ANNUAL LEAVE TABLE

<u>Service Credit</u>	<u>Annual Leave</u>
0-1 yrs (0- 2,079 hrs)	4.0 hrs 80 hrs./service
1-5 yrs (2,080-10,399 hrs)	4.7 hrs 80 hrs./service
5-10 yrs (10,400- 20,799 hrs)	5.3 hrs/80 hrs service
10-15 yrs (20,800- 31,199 hrs)	5.9 hrs/80 hrs service
15-20 yrs (31,200- 41,599 hrs)	6.5 hrs/80 hrs service
20-25 yrs (41,600- 51,999 hrs)	7.1 hrs/80 hrs service
25-30 yrs (52,000- 62,399 hrs)	7.7 hrs/80 hrs service
30-35 yrs (62,400- 72,799 hrs)	8.4 hrs/80 hrs service
35-40 yrs (72,800- 83,199 hrs)	9.0 hrs/80 hrs service
40-45 yrs (83,200- 93,599 hrs)	9.6 hrs/80 hrs service
45-50 yrs (93,600-103,999 hrs)	10.2 hrs/80 hrs service

For the purposes of additional annual leave, an employee shall be allowed state service credit for employment in any non-elective excepted or exempted position

1 in a principal department, the legislature, and the supreme court which
2 immediately preceded entry into the state classified service, or for which a leave
3 of absence was not granted; up to five years of honorable service in the armed
4 forces of the United States subsequent to January 1, 1938, for which a Military
5 Leave of Absence would have been granted had the veteran been a state
6 classified employee at the time of entrance upon military service. (When an
7 employee separates from employment and subsequently returns, military service
8 previously credited shall not count as current continuous state service for
9 purposes of requalifying for additional annual leave if the employee previously
10 qualified for and received these benefits.)

11 **Section C. Crediting.**

12 Annual leave shall be credited at the end of the biweekly work period in which 80
13 hours of paid service is completed. Annual leave shall be available for use only in
14 biweekly work periods subsequent to the biweekly work period in which it is
15 earned. When paid service does not total 80 hours in a biweekly work period, the
16 employee shall be credited with a pro-rated amount of leave for that work period
17 based on the number of hours in pay status divided by 80 hours multiplied by the
18 applicable accrual rate. No annual leave shall be authorized, credited or
19 accumulated in excess of the schedule below, except that an employee who is
20 suspended or dismissed in accordance with this Agreement and who is
21 subsequently returned to employment with back benefits through grievance
22 settlement or by an Arbitrator under Article 9, shall be permitted annual leave
23 accumulation in excess of the schedule below. Any excess thereby created shall
24 be liquidated within two years from the date of reinstatement by means of paid
25 time off. An employee who returns to work from an injury or illness covered by
26 Workers' Compensation shall also be permitted to be paid off for annual leave
27 accumulation in excess of the schedule with written notification during the first
28 biweekly of their return to work or to retain such excess accumulation. Such
29 excess shall be liquidated within one year from the employee's return to work by
30 means of paid time off work.

1 Any excess that exists thereafter caused by denied leave requests shall be paid
2 off at rates then in effect. If the employee separates from employment for any
3 reason during that one or two-year grace period, the employee or beneficiary
4 shall be paid for no more than the maximum as indicated below of unused
5 credited annual leave.

6 Subject to applicable tax and accounting regulations, an employee who has been
7 discharged and thereupon paid off for his/her annual leave balance, but who is
8 subsequently restored to employment with full backpay and benefits, shall have
9 the option upon such reinstatement to either retain the amount of the payment,
10 and therefore forego a restored annual leave balance, or return the payment and
11 have such leave restored.

12 Except as may be authorized by state retirement statute, no annual leave in
13 excess of 240 hours shall be included in final average compensation for the
14 purpose of calculating the level of retirement benefits. The parties agree that the
15 accumulation schedule shall be as listed below.

ANNUAL LEAVE ACCUMULATION SCHEDULE

<u>Service Years</u>	<u>Accumulation Limit (Maximum Hours)</u>
0-01 (0-2,079 hrs.)	248
1-05 (2,080-10,399 hrs.)	248
5-10 (10,400-20,799 hrs.)	263
10-15 (20,800-31,199 hrs.)	278
15-20 (31,200-41,599 hrs.)	293
20-25 (41,600-51,999 hrs.)	298
25+ (52,000+ hrs.)	308

16 **Section D. Transfer and Payoff.**

17 Employees who voluntarily transfer from one state department to another shall
18 be paid off at their current rate of pay for their unused annual leave. However,
19 the employee may elect, in writing, to transfer up to 80 hours of accumulated
20 annual leave. Annual leave in excess of 80 hours, if any, up to the maximum may

1 be transferred with the approval of the departmental employer to whose service
2 the employee transfers.

3 Employees who separate by reason other than suspension, approved leave of
4 absence, or temporary layoff shall be paid at their current hourly base rate for the
5 balance of their unused annual leave. An employee who is suspended or placed
6 on a leave of absence shall not be entitled to payment for unused annual leave
7 balance.

8 An employee separated from State employment by reason of indefinite layoff
9 (including a voluntary layoff for a definite term in excess of 20 calendar days)
10 may elect to freeze annual leave up to the accumulated balance at the time of
11 layoff. Such balance shall be retained until the employee elects to be paid off for
12 the balance or until the employee's recall rights expire, whichever occurs first.
13 Payoff shall be at the employee's base rate of pay at the time of layoff.

14 If, while in such layoff status, the employee requests payoff, such payment shall
15 not be due and payable, although it may be made, until 60 calendar days
16 following the date of layoff or 30 calendar days following the date of written
17 request, whichever occurs later.

18 If such an employee has not elected to freeze annual leave as provided above,
19 such payment shall not be due and payable, although it may be made, until the
20 payroll which contains the 60th calendar day following the date of layoff is
21 released.

22 In the event such employee is recalled or otherwise returned to permanent State
23 employment during or upon the expiration of such period, the obligation to make
24 such payment shall be canceled.

25 An employee who retires from an assault covered by Public Act 293 or Public Act
26 414 shall be paid for all accrued annual leave in excess of the annual leave cap.

27 **Section E. Utilization.**

28 Notwithstanding any practice (formal or informal) to the contrary, an employee
29 may charge absence to annual leave only with the prior approval of the

1 Employer; however, such approval shall not be arbitrarily withheld. Annual leave
2 shall not be credited or used in anticipation of future leave credits. In the absence
3 of sufficient leave credits, or in the event of unexcused absence for which annual
4 leave is denied, payroll reductions (lost time) shall be made for the work period in
5 which the absence occurred.

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

16 In accordance with the FMLA, annual leave used by the employee will be
17 charged against the employee's FMLA leave entitlement when the annual leave
18 is for a serious health condition and—

- 19 1. The employee requests annual leave to substitute for an unpaid intermittent
20 or reduced work schedule; or
- 21 2. Where the employee requests the use of annual leave for a qualifying
22 purpose under the FMLA and the absence from work is intended to be for five
23 or more work days.

24 Where an employee requests the use of annual leave and it is determined based
25 on information provided by the employee or his/her spokesperson that the reason
26 for the paid leave is for a qualifying purpose under the FMLA, the Employer may
27 designate the leave as such and it will be counted against the employee's twelve
28 work week leave entitlement under the FMLA. When the Employer requires that
29 annual leave be counted as FMLA leave, this designation will be made at the
30 time the Employer determines the leave qualifies as FMLA leave. The Employer

1 will notify the employee that the paid leave is designated and will be counted as
2 FMLA leave. In no event will the Employer designate leave as FMLA leave after
3 the leave has ended.

4 **Section F. Annual Leave Formula**

5 The annual leave formula will be calculated so that the number of persons
6 released on annual leave will always be rounded up to the nearest half or whole
7 number.

8 For example, 2.1 will be rounded up to 2.5; 2.6 will be rounded up to 3.0 etc.

9 The practice for determining which periods would have 2 employees released,
10 and which periods would have 3 employees released, when the figure is 2.5, will
11 be determined locally and documented. The annual leave formula shall be
12 recalculated in the event a unit or subdivision is added or deleted; or the addition
13 or deletion of employees would result in an increase or decrease of one or more
14 employees to the annual leave formula.

15 The method of implementing the change in the annual leave formula shall be
16 determined by the local union and management at the facility level and the
17 changes implemented within two pay periods after the formula has been
18 determined to have changed.

19 Should the local parties fail to reach an agreement on issues related to the
20 vacation schedule, the matter shall be determined by the Department and the
21 Michigan Corrections Organization.

22 **Section G. Annual Leave Application and Scheduling.**

23 Consistent with the operational needs of the Employer, annual leave may be
24 granted at such times during the year as requested by the employee, in the order
25 received. Operational needs shall include (among other things) vacation
26 schedules as provided below.

27 Vacation is defined as a period of five or more consecutive work days of annual
28 leave, except in a week containing a contractual holiday, in which case the

1 number of days of annual leave is reduced by the number of holidays in such
2 week.

3 Changes in future vacation scheduling plans may be made through secondary
4 negotiations or, in the absence of a secondary agreement, at facility Labor-
5 Management meetings upon the request of either party. The basic requirements
6 for local vacation schedule procedures will be:

- 7 1. The vacation book will be passed at least two times for each calendar year,
8 the first pass of which must be completed by November 30 of the preceding
9 year.
- 10 2. Vacation dates can be reserved for any period during the calendar year.
- 11 3. The maximum number of Bargaining Unit employees that can be scheduled
12 for vacation or annual leave at any one period of time must be set in advance
13 by management. The formula must ensure that employees are able to use the
14 amount of annual leave time that they earn in a calendar year.
- 15 4. The number of days that can be signed for each round that the book is
16 passed will be determined through secondary negotiations or, in the absence
17 of a secondary agreement, shall remain a local issue to be decided upon in
18 local Labor-Management meetings.
- 19 5. In the Department of Corrections, after the vacation book has been passed,
20 any remaining slots shall be made available for incidental annual leave use.
21 Incidental annual leave requests shall be filled on a first requested, first
22 granted basis, or in accordance with local written agreements even if allowing
23 that employee off would result in the use of overtime. Agreements may be
24 made locally to allow staff reporting to shift above those required by the daily
25 shift requirements to utilize appropriate leave credits as staffing needs permit.
26 Employees may be required to report for work to ensure adequate staffing
27 before compensatory time or annual leave is granted for a “surplus” of staff.
28 The clear intent is to provide sufficient opportunities for employees to utilize
29 all the annual leave earned during the year.

1 6. The local chapter shall be provided with a copy of the vacation book after the
2 passes are completed.

3 Employees who transfer to a new facility or shift will be eligible to select a
4 vacation consistent with any local agreement. In the absence of a local
5 agreement an employee may select an available 40 hour vacation block (five
6 consecutive work days) from what is available in the vacation book during his/her
7 first pay period on the shift. If the vacation book is in the process of being passed
8 when the employee arrives, he/she will come into the selection process
9 according to his/her seniority and at the stage in the process that is currently
10 being offered. Incidental vacation days may only be obtained through the locally
11 established, "incidental day" procedure. Current practices concerning the
12 calculation and use (and non-use) of a formal "annual leave formula" may
13 continue; however, the subject of annual leave utilization shall be addressed in
14 secondary negotiations at the request of either of the parties.

15 Consistent with the operational needs of the Employer, such requests for
16 vacation shall be honored in accordance with the employee's seniority. Requests
17 for vacation shall be submitted in writing and approved in writing. A vacation or
18 annual leave request, once submitted and approved, may only be canceled by
19 the employee, or by the Employer in emergency circumstances only. When a
20 holiday falls during an employee's scheduled vacation, such holiday shall not be
21 charged against the employee's vacation time.

22 When an employee wishes to cancel his/her own scheduled vacation, and
23 notifies the Employer of such cancellation less than 14 days prior to the
24 beginning of the work period during which the vacation was scheduled, the
25 Employer shall not be liable to reschedule the employee for work, nor for any
26 premium pay to any other employee who is rescheduled to permit the employee
27 to return to work.

28 When an employee has been granted incidental annual leave, the Employer shall
29 be under no obligation to grant the employee's subsequent request to cancel
30 same, nor to schedule the employee for work.

1 Employees on annual leave who become ill or are injured and who thereby
2 require (1) hospitalization, (2) emergency surgery/treatment and convalescence
3 there from, or (3) a return to home and confinement thereto, may convert such
4 period of time to sick leave. Employees required to return from annual leave
5 because of death or unexpected illness of a person for whom sick leave could
6 normally be used may convert such time to sick leave, provided that the
7 employee furnishes the documentation required for such circumstances. Where
8 annual leave is converted to sick leave, and the use of sick leave is for a
9 qualifying purpose under the FMLA, such sick leave, if for five or more work
10 days, may be counted against the employee's FMLA entitlement of 12 work
11 weeks during a 12 month period.

12 **Section H. Birthday Leave.**

13 In each year of this Agreement, each employee who has completed one or more
14 years of Bargaining Unit seniority, as defined in Article 13, Section C., and is in
15 satisfactory standing, shall be credited with a birthday annual leave grant of eight
16 hours which shall be available to the employee only during the pay period
17 containing the employee's birthday. By notice to the supervisor not more than 30
18 days but not less than seven days prior to the beginning of the pay period in
19 which the birthday falls, the employee shall be entitled to use such leave to
20 provide a paid absence on his/her birthday or, by mutual agreement between the
21 employee and the supervisor, on another day in such pay period. The eight hours
22 grant of birthday leave shall not be credited to an employee more than once in a
23 fiscal year. The eight hour grant of birthday leave shall not be counted as part of
24 the total authorized annual leave credits, nor shall it be counted against the
25 maximum number of employees that may be scheduled for annual leave, nor
26 shall such birthday leave be paid off upon separation.

27 In the event an eligible employee is denied both a request to take the actual
28 birthday and a request to take a day contiguous to the regular days off as the
29 birthday leave day, and the employee actually works on the birthday, the
30 employee shall be compensated at overtime premium rates of time and one-half
31 (1½) for all hours worked on the birthday.

1 **Section I. Annual Leave Buy-Back.**

2 An employee separated from State employment by reason of layoff who has
3 been recalled from layoff to a permanent position in a different Department or
4 Agency may elect, while in such position, to restore up to 80 hours of
5 accumulated annual leave balances which have been paid off. An employee
6 recalled to the Department and Agency from which he/she was laid off may elect
7 to restore any portion of annual leave up to the amount he/she was paid off.

8 An employee electing this option shall buy back the annual leave at the rate of
9 pay in effect at the time of return from layoff. Such payment shall be made to the
10 Department/Agency making the payoff. Such option may be exercised only one
11 time, and may be exercised only during the first 13 pay periods of the recall.

12 **Section J. Emergency Use.**

13 Employees will be authorized to charge an absence from work due to an
14 emergency (such as transportation troubles) to annual leave and details of
15 implementation will be agreed to at facility Labor-Management meetings, or as
16 necessary by the Department and MCO. At the request of either party, the
17 subject of a departmental policy regarding charging unanticipated absences to
18 annual leave shall be subject to bargaining at secondary negotiations.
19 Agreements reached (or, in the event of impasse, imposed) as a result of
20 secondary negotiations shall supersede such local labor-management
21 agreements to the extent there is a conflict between the secondary provision and
22 the local provision.

23 **Section K. Additional Annual Leave.**

24 Each permanent full-time non-probationary employee shall receive 12 hours of
25 annual leave to be used in accordance with sections of this Article pertaining to
26 annual leave usage. Four of these hours are in lieu of a biennial General Election
27 Day holiday. Such leave shall be credited to the eligible employee's annual leave
28 counter on each October 1st of this Agreement. Such leave shall be credited to
29 the employee upon returning from leave of absence (if not previously credited)
30 and return to active payroll status. Such leave shall be credited to an employee

1 entering or re-entering the Bargaining Unit (e.g., recall from layoff) on a pro-rata
2 basis. However, no employee shall be entitled to more than one grant of leave in
3 any fiscal year.

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

6 **Section L. Annual Leave Bank.**

7 Upon employee request, unless provided otherwise in this Article, annual leave
8 credits may be donated and transferred to other employees for their use under
9 the following conditions:

10 1. Donations.

11 a. Annual leave donations must be in whole hour increments and must be
12 for a minimum of four hours and cannot exceed a maximum of 40 hours
13 per employee annually.

14 b. A direct donation to a particular employee may occur at any time.

15 c. Employee donations are irrevocable.

16 d. The right to donate hours is not limited to employees in this Bargaining
17 Unit where reciprocal agreements exist with other exclusive
18 representatives or is provided for in Civil Service Rules and procedures for
19 non-exclusively represented employees.

20 2. Right to Receive Annual Leave Donations. An employee may receive donated
21 annual leave credits under the following conditions:

22 a. The employee must have successfully completed his/her initial
23 probationary period and must be facing financial hardship due to serious
24 injury or the prolonged illness of the employee or his/her dependent
25 spouse, child, or parent.

26 b. The employee must have exhausted all of his/her own leave credits, and
27 not be receiving LTD or Workers' Compensation.

- 1 c. The employee's absence from work must have been approved by the
2 Employer.
- 3 d. The employee may receive a maximum of 240 hours provided in Section
4 1. above.
- 5 e. If the receiving employee returns to work with unused donated hours,
6 those unused hours shall be transferred to the leave bank.
- 7 f. The employing department and MCO shall each designate one
8 representative to review requests and determine eligibility to receive
9 donated leave bank hours.
- 10 3. Procedure. Where the MCO chapter and facility administration agree that
11 annual leave donation is appropriate, the request, along with a list of
12 employees wishing to make donations, shall be forwarded to the Department
13 of Corrections Labor Relations Manager or Department of **Community**
14 **Health and Human Services** designee, as appropriate, and the MCO
15 Central Office for approval. Such request should also include the
16 circumstances of the hardship.

17 **Section M. Banked Leave Time.**

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

23 The employee must exhaust all BLT hours prior to being considered for any
24 annual leave donation.

25 Upon an employee's separation, death or retirement from state service, unused
26 BLT hours shall be contributed by the State to the employee's account within the
27 State of Michigan 401(k) plan, and if applicable to the State of Michigan 457 plan.
28 If the employee does not have a 401(k) account, one will be created. Such
29 contribution shall be treated as non-elective employer contributions, and shall be

- 1 calculated using the product of the following: (i) the number of BLT hours and, (ii)
- 2 the employee's base hourly rate in effect at the time of the employee's
- 3 separation, death, or retirement from state service.

4

1

ARTICLE 29

2

PAID SICK LEAVE

3

Section A. Allowance.

4

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

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Sick leave shall be credited at the end of the biweekly work period. Sick leave shall be considered as available for use only in pay periods subsequent to the biweekly work period in which it is earned. When service credits (hours in pay status) do not total 80 hours in a biweekly work 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 80 hours multiplied by four hours.

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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 leave credits, payroll reduction (lost time) for the time lost shall be made for the work period in which the absence occurred unless use of annual leave or compensatory time is authorized by the Employer. The employee may elect to use annual leave to cover such absence.

21

Section B. Sick Leave Utilization.

22

Sick leave may be used in tenth of an hour increments up to the number of hours in the employee's regular work schedule for that shift. Sick leave may be used in cases of:

24

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

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- 1 2. Appointments with doctor, dentist, or other professional medical practitioner to
2 the extent of time required for such appointments when it is not possible to
3 arrange such appointments for non-duty hours provided the employee has
4 notified the Employer of such appointment on or before the start of the shift;
 - 5 3. Absence caused by attendance on the day of the funeral of a relative, or
6 person whose financial or physical care is the principal responsibility of the
7 employee (annual leave not to exceed two days may be used for any
8 necessary additional travel to attend the funeral); or
 - 9 4. Illness, or injury in the immediate family which necessitates the employee's
10 absence from work. Immediate family shall be spouse, parent(s) or foster
11 parent(s), children or step-children, brother(s), sister(s), parent(s)-in-law,
12 grandparent(s), grandchild(ren), and any person(s) for whose financial or
13 physical care the employee is principally responsible. The amount of time off
14 for the death of an immediate family member shall be by mutual agreement;
15 in the event of dispute, the employee shall be allowed five days leave, if
16 requested.
 - 17 5. FMLA Leave. An employee may request or the Employer may require an
18 employee to use accumulated sick leave credits to substitute for all or part of
19 an unpaid medical leave of absence or family care leave of absence in
20 accordance with this Agreement when the leave is for a qualifying purpose
21 under the Federal Family and Medical Leave Act (FMLA). The amount of the
22 paid leave to be counted against the employee's FMLA leave entitlement will
23 not exceed 12 workweeks during a 12 month period. The 12 month period is
24 as defined in the FMLA Letter of Understanding accompanying this
25 Agreement.
- 26 In accordance with the FMLA, sick leave used by an employee will be charged
27 against an employee's FMLA leave entitlement when the sick leave is used for a
28 serious health condition and -
- 29 a. The employee requests sick leave to substitute for an unpaid intermittent
30 or reduced work schedule; or

1 b. Where the employee requests the use of sick leave for a qualifying
2 purpose under the FMLA and the absence from work is intended to be for
3 five or more workdays.

4 Where the employee requests or the Employer requires the use of sick leave and
5 it is determined based on information provided to the Employer by the employee
6 (or the employee's spokesperson if the employee is unable to do so personally)
7 that the reason for the paid leave is for a qualifying purpose under the FMLA, the
8 Employer may designate the leave as such and it will be counted against the
9 employee's 12 workweek entitlement under the FMLA. When the Employer
10 requires that paid leave be substituted for unpaid leave, or that sick leave be
11 counted as FMLA leave, this designation will be made at the time the Employer
12 determines that the leave qualifies as FMLA leave. The Employer will notify the
13 employee that the paid leave is designated and will be counted as FMLA leave.
14 In no event will the Employer designate leave as FMLA leave after the leave has
15 ended.

16 **Section C. Disability Payment.**

17 In case of work-incapacitating injury or illness for which an employee is or may
18 be eligible for work disability benefit under the Michigan Workers' Compensation
19 law, such employee, with the approval of the Employer, may be allowed salary
20 payment which, with the work disability benefit, equals two-thirds ($\frac{2}{3}$) of the
21 regular salary or wage. Leave credits may be utilized to the extent of the
22 difference between such payment and the employee's regular salary or wage. An
23 employee shall designate his/her option of leave usage which will be effective
24 with the current claim period. This will take effect the pay period following
25 notification of the change and will not be retroactive. Changes to designation of
26 leave usage or non-usage are permitted.

27 In addition and only in accordance with applicable statutes, an employee who is
28 disabled from employment as a result of assault by a prisoner or patient, or in the
29 course of quelling a prisoner or patient riot, shall be maintained in full pay status,
30 without loss of benefits, for the period of such disability, up to a maximum of 100
31 weeks. Prior to the expiration of such period, if the employee continues to be

1 disabled, the employee may request an accommodation pursuant to the Federal
2 Americans with Disabilities Act. If such request is made, the Employer will grant a
3 medical leave of absence for the time necessary to process the accommodation
4 request. In the event an accommodation is not granted, the employee may elect
5 one of the following options:

- 6 1. Retire, if qualified pursuant to the applicable retirement statute provisions; or
- 7 2. Resign, in which case the employee shall receive payment for 100% of any
8 annual leave balance and, if hired before October 1, 1980, receive payment
9 for 50% of any sick leave balance; or
- 10 3. Exercise the right to a waived rights leave pursuant to Article 19, Section I. of
11 this Agreement, in which case the employee shall receive a sick leave payoff
12 pursuant to Section D. of this Article, and payment for 100% of any existing
13 annual leave balance.

14 If the employee does not exercise one of the options above, he/she shall be
15 considered as having voluntarily resigned.

16 An employee disabled for 50 weeks or less may be entitled to a medical leave of
17 absence in accordance with Article 19.

18 **Section D. Accumulation and Payoff.**

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

21 An employee hired or reinstated before October 1, 1980 who separates from the
22 state classified service for retirement purposes in accordance with the provisions
23 of a state retirement act shall be paid for 50% of unused accumulated sick leave
24 as of the effective date of separation at the employee's final regular rate of pay,
25 by the Agency from which the employee retires.

26 In the case of the death of an employee hired or reinstated prior to October 1,
27 1980, payment of 50% of unused accumulated sick leave shall be made to the

1 beneficiary or estate by the Agency which last employed the deceased
2 employee. Such payment shall be at the employee's final regular rate of pay.

3 Upon separation from the state classified service for any reason other than
4 retirement or death, an employee hired or reinstated prior to October 1, 1980
5 shall be paid for a percentage of unused accumulated sick leave in accordance
6 with the following table of values. Payment shall be made at the employee's final
7 regular rate of pay by the Agency from which the employee separates:

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

8 **Section E. Proof.**

9 All sick leave used shall be certified by the employee and verified by such other
10 evidence when required by the Employer for reasonable cause. It is not normally
11 necessary for an employee to provide documentation for each occasion of sick
12 leave usage. Verification of sick leave shall not be arbitrarily requested. If there is
13 reasonable cause for verification, the employee shall be notified of such
14 requirement, including the reason for such verification, before or at the time the
15 employee notifies the Employer of his/her absence. Falsification of such
16 certification and/or evidence shall be cause for discipline up to and including
17 dismissal. Standards and/or guidelines to be followed by the Employer in its
18 determination of reasonable cause shall be provided to the Union and Bargaining
19 Unit employees for their information. Nothing herein shall preclude the Employer
20 from taking corrective action to address excessive absenteeism; such corrective
21 action shall be grievable.

1 Notwithstanding any of the above, the Employer expressly reserves its rights and
2 prerogatives pursuant to Article 25 of this Agreement and the Civil Service Rules
3 and Regulations.

4 **Section F. Return to (and continued) Service.**

5 The Employer expressly reserves the right to deny an employee the opportunity
6 to return to work in those circumstances where the employee has been absent
7 from work claiming illness or injury, for five or more consecutive work days, the
8 employee has been informed he/she is required to supply medical verification,
9 and the employee has not supplied it. The Employer reserves the right to require
10 an employee to furnish acceptable medical certification of mental and/or physical
11 fitness to continue or return to work, with or without restriction, regardless of
12 whether use of sick leave is at issue. This provision shall not be construed to
13 mean the Employer must require the employee to submit medical verification in
14 such cases.

15 Previous unused sick leave allowance shall be placed to the credit of a laid off
16 employee upon return to permanent employment within three years of such
17 layoff. A separated employee who received payment for unused accumulated
18 sick leave under this Article and who returns to service shall not be credited with
19 any previously earned sick leave.

20 **Section G. Transfer.**

21 Any employee who transfers or who is reassigned from one departmental
22 employer to another shall be credited with any unused accumulated sick leave
23 balance by the departmental employer to which transferred or reassigned.

24

1 **ARTICLE 30**

2 **STATE-SPONSORED GROUP INSURANCE**

3 **Group Insurances.**

4 **Section A. Enrollment**

5 New hires will be permitted to enroll in group insurance plans for which they are
6 eligible during their first thirty-one (31) days of employment. Coverage under
7 such plans is effective the first day of the bi-weekly pay period after enrollment,

8
9 Insurance elections made during the annual open enrollment process are
10 effective the first day of the first full pay period in October, unless otherwise
11 indicated.

12
13 Employee premium share for health, dental and vision insurance shall be as
14 specified in the charts appended to this Agreement. Employees hired on or after
15 January 1, 2000, who are appointed to a position with a regular work schedule
16 consisting of 40 hours or less per bi-weekly pay period shall pay 50% of the
17 premium for health, dental and vision insurance. This shall not apply to an
18 employee appointed to a permanent-intermittent position. Eligibility for enrollment
19 shall be in accordance with current contractual provisions. Employees who have
20 a regular work schedule of 40 hours or less per biweekly pay period who are
21 temporarily placed on a regular work schedule of more than 40 hours per
22 biweekly pay period for a period expected to last six months or more shall be
23 considered as working a regular work schedule of more than 40 hours for the
24 period of the temporary schedule adjustment.

25
26 Financial incentives for selection of certain lower cost plans or for opting out of
27 coverage will continue to be offered. The incentive amount and payment

1 schedule will be determined in conjunction with the annual rate setting process
2 administered by the Civil Service Commission and the State Personnel Director.

3

4 Group insurance plan provisions shall be effective at the beginning of the first full
5 pay period in October, unless otherwise specified.

6

7 **Section B. Health Insurance**

8 The State agrees to continue to offer health plans that are compliant with the
9 requirements of the Patient Protection and Affordable Care Act (PPACA) and its
10 implementing regulations. No plan will be offered where the total aggregate cost
11 when calculated in accordance with the Internal Revenue Service (IRS)
12 regulations would exceed PPACA excise tax limits. Coverage details, including
13 premium share, deductibles, co-pays and coinsurance and out-of-pocket
14 maximum (OOPM) amounts and effective dates are described in Appendix F.
15 Plans offered will include:

- 16 • The State Health Plan Preferred Provider Organization (SHP PPO)
- 17 • Health Maintenance Organization(s) (HMOs).
- 18 • A Catastrophic Health Plan

19

20 The SHP PPO shall include coverage for the following:

21 **(1) Wellness and Preventive Coverage.**

22 In-network Wellness and Preventive Coverage will continue to be provided
23 as required by the PPACA and as outlined in Appendix F.

24 The SHP PPO will continue to offer voluntary care management services
25 for high-risk, medically complex cases designed to work with the covered
26 employee or enrolled dependent, provider and caregivers to ensure a
27 clear understanding of the condition, prognosis and treatment options and
28 help coordinate provider services.

1 **(2) Prescription Drugs.**

2 In order to promote the usage of generic prescription drugs to reduce
3 costs while maintaining the quality of care, the Pharmacy Benefit Manager
4 (PBM) will automatically substitute an approved generic drug for
5 prescriptions written for multi-source brand name drugs, except for a list of
6 narrow therapeutic index agents, e.g., Dilantin. In those instances when a
7 physician prescribes a multi-source brand name drug and indicates on the
8 prescription, "Dispense As Written" or DAW, the brand name drug will be
9 dispensed and the enrollee will pay the applicable preferred or non-
10 preferred brand name co-payment plus the difference in cost between the
11 generic drug and the brand name drug. Brand name drugs are deemed to
12 be non-preferred because of the availability of a generic equivalent or a
13 therapeutically or chemically equivalent brand name drug. Maintenance
14 drugs filled at a participating retail pharmacy will only be approved up to a
15 34-day supply.

16 The Employer shall continue to offer a mail order prescription drug option
17 for maintenance drugs. At the employee's option, an employee may elect
18 to purchase maintenance prescription drugs filled at up to a 90-day supply
19 through the mail order option.

20 The employee co-pays for drugs at retail and through mail order are
21 listed in Appendix F.

22 **(3) Second Surgical Opinions**

23 An individual will be entitled to a second surgical opinion. If that opinion
24 conflicts with the first opinion the individual will be entitled to a voluntary
25 third surgical opinion. Second and third surgical opinions shall also be
26 subject to applicable office visit copays and deductibles as provided in
27 Appendix F.

28

29 **(4) Home Health Care.**

1 A program of home health care and home care services to reduce
2 the length of hospital stay and admissions shall be available at the
3 employee's option. The service must be prescribed by an attending
4 physician who must certify that the home health care services are
5 being used instead of inpatient hospital care, and that the patient is
6 confined to the home due to illness. Services shall be covered to the
7 extent that they would have been covered if the individual had
8 remained or been confined in the hospital.

9 Home infusion therapy shall be covered as part of the home health
10 care benefit or covered by its separate components (e.g. durable
11 medical equipment and prescription drugs), however a patient shall
12 not be required to be homebound.

13 **(5) Hospice Care.**

14 Hospice care shall be available to terminally ill enrollees. Services
15 must be provided by a participating hospice program, and written
16 statements of prognosis may be required. Covered hospice benefits
17 include physical, occupational and speech language therapy, Home
18 Health Aid services, medical supplies and nursing care. See
19 Appendix F for deductible and co-pay amounts.

20 **(6) Birthing Centers.**

21 Birthing center care shall be available to employees at their option in
22 lieu of hospitalization. Birthing center care is covered under the
23 delivery and nursery care benefits set forth in Appendix F.

24 **(7) Hearing Care Program.**

25 The hearing care program will include audiometric exams, hearing
26 aid evaluation tests, hearing aids and fitting subject to the applicable
27 office call fee for the examination and shall be available once every
28 thirty-six (36) months unless significant hearing loss occurs earlier

1 and is certified by a physician. When medically appropriate, binaural
2 hearing aids are a covered benefit. See Appendix F.

3 **(8) Weight Reduction**

4 Employees and covered dependents enrolled in the SHP PPO will be
5 eligible for a lifetime maximum reimbursement of \$300 for non-
6 medical, weight reduction if they meet the following conditions:

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

11 (b) The employee or covered dependent is more than fifty (50)
12 pounds overweight or more than twenty-five percent (25%) over
13 ideal weight, has a diagnosed disease for which excess weight is
14 a complicating factor, and weight loss clinic attendance is
15 prescribed by a licensed physician.

16 The \$300 amount will not apply to the SHP PPO deductibles.

17 **(9) Durable Medical Equipment.**

18 Durable medical equipment (DME) and prosthetic and orthotics
19 appliances are covered benefits as outlined in Appendix F. Medically
20 necessary orthopedic inserts prescribed by a licensed physician are
21 included as a covered benefit.

22 **(10) Dependent and Long Term Nursing Care.**

23 The parties agree to work cooperatively to provide assistance in
24 identifying and referring employees and dependents to appropriate
25 custodial care facilities and to agencies for custodial care at home.

26 **(11) Smoking Cessation**

1 The SHP PPO shall include a smoking cessation program which shall
2 include smoking cessation counseling.

3 **(12) In-and-out-of-network process.** An employee may be eligible to
4 receive a waiver to allow in-network coverage by out-of-network
5 providers if in-network providers are not available within a standard
6 distance below, or based on the type of services required.

7 Waivers will be available if the Third Party Administrator (TPA)
8 determines access to network providers is not within the standard
9 distance. The standards for the waiver are as follows:

10 Where there are not two (2) primary care physicians within fifteen
11 (15) miles;

12 Where there are not two (2) specialists within twenty (20) miles;

13 Where there is not one (1) hospital within twenty-five (25) miles.

14 Failure to seek services from a PPO provider will result in a Plan
15 member being treated as out-of-network unless the covered member
16 was seeking services as the result of an emergency. If there is not
17 adequate access to a PPO provider, exceptions will be handled on a
18 per case basis. A member is considered to have access to the
19 network based on the type of services required, except as provided
20 above.

21 If a member does not have access to the network, the member will
22 be treated as in-network for all benefits. The member will be
23 responsible for the applicable in-network deductibles, co-payments
24 and coinsurance.

25 If a member does not have access to the network but then additional
26 providers join the network so that the member would now be
27 considered in-network, the member will be notified and given a
28 reasonable amount of time in which to seek care from and in-network
29 provider. Care received from a non-network provider after that grace

1 period will be considered out-of-network and the out-of-network
2 deductibles, co-payments, coinsurance and out-of-pocket maximums
3 will apply. If a member is undergoing a course of treatment at the
4 time he or she becomes in-network, the in-network rules will continue
5 for that course of treatment only pursuant to the PPO Standard
6 Transition Policy. Once the course of treatment has been finished,
7 the member must use an in-network provider or be governed by the
8 out-of-network rules.

9 **(13) Subrogation.**

10 In the event that a Plan member receives services that are paid by
11 the SHP PPO, or is eligible to receive future services under the SHP
12 PPO, the SHP PPO shall be subrogated to the participant's rights of
13 recovery against and is entitled to receive all sums recovered from,
14 any third party who is or may be liable to the participant, whether by
15 suit, settlement, or otherwise, to the extent of recovery for health
16 related expenses. A participant shall take such action, furnish such
17 information and assistance, and execute such documents as the
18 SHP may request to facilitate enforcement of the rights of the SHP
19 and shall take no action prejudicing the rights and interests of the
20 SHP.

21 **(14) Telemedicine**

22 An optional telemedicine program will be available for health and
23 mental health services, subject to applicable office visit copays and
24 deductibles. See Appendix F.

25 **2. Health Maintenance Organization (HMO).**

26 As an alternative to the State Health Plan, enrollment in HMOs may be
27 offered to those employees residing in areas where qualified licensed HMOs are
28 in operation. HMO Coverage information is provided in Appendix F.

29

1 **Section C. Dental Expense Plan.**

2 (a) The State agrees to continue to offer dental plans. Coverage details,
3 including premium share, co-pays, annual maximum and separate lifetime
4 orthodontic maximum and effective dates are described in Appendix G. Plans
5 offered will include:

- 6 • The State Dental Plan Preferred Provider Organization
- 7 • A Dental Maintenance Organization
- 8 • A Preventive Dental Plan

9 (b) Covered Dental Expenses: The Dental Expense Plan will pay for incurred
10 claims for employee and/or enrolled dependents at the applicable
11 percentage of either the actual fee or the usual, customary and
12 reasonable fee, whichever is lower, for the dental benefits covered under
13 the Dental Expense Plan.

14 Coverage for the following services under each plan is listed in Appendix G

15 (1) Diagnostic Services:

16 Oral examinations and consultations twice in a fiscal year.

17 (2) Preventive Services:

18 Prophylaxis - teeth cleaning three (3) times in a fiscal year, four (4)
19 times when medically necessary;

20 Topical application of fluoride for children up to age 19, twice in a
21 fiscal year;

22 Space maintainers for children up to age 14.

23 Oral exfoliate cytology (brush biopsy) will be covered when warranted
24 from a visual and tactile examination.

25 (3) Radiographs:

26 Bite-wing x-rays once in a fiscal year, unless special need is shown;

1 Full mouth x-rays once in a five (5) year period, unless special need is
2 shown.

3 (4) Minor Restorative Services (fillings):

4 Amalgam, silicate, acrylic, porcelain, plastic and composite
5 restorations:

6 Gold inlay and outlay restorations.

7 (5) Major Restorative Services:

8 Onlays and crowns when the teeth cannot be restored with another
9 filling material.

10 (6) Oral Surgery:

11 Extractions, including those provided in conjunction with orthodontic
12 services:

13 Cutting procedures; Treatment of fractures and dislocations
14 of the jaw.

15 (7) Endodontic Services: Root canal therapy:

16 Pulpotomy and pulpectomy services for partial and complete removal
17 of the pulp of the tooth;

18 Periapical services to treat the root of the tooth.

19 (8) Periodontic Services:

20 Periodontal surgery to remove diseased gum tissue surrounding the
21 tooth:

22 Adjunctive periodontal services, including provisional splinting to
23 stabilize teeth, occlusal adjustments to correct the biting surface of a
24 tooth and periodontal scaling to remove tartar from the root of the
25 tooth:

1 Treatment of gingivitis and periodontitis-diseases of the gums and
 2 gum tissue.

3 **(9) Bonding:**

4 The dental plan covers cosmetic bonding for the eight (8) front teeth
 5 of children between the ages of 8-19 years of age. Cosmetic bonding
 6 is a covered benefit when it is required because of severe tetracycline
 7 staining, severe fluorosis, hereditary opalescent dentin, or
 8 ameleogenesis imperfecta.

9 **(10) Prosthodontic Services:**

10 Repair or rebasing of an existing full or partial denture;

11 Initial installation of fixed bridgework;

12 Implants;

13 Initial installation of partial or full removable dentures (including
 14 adjustments for six [6] months following installation);

15 Construction and replacement of dentures and bridges (replacement
 16 of existing dentures or bridges is payable when five [5] years or more
 17 have elapsed since the date of the initial installation).

18 **(11) Sealants:**

19 Coverage for sealants on permanent molars that are free of any
 20 restorations or decay. Sealant treatment is payable on a per tooth
 21 basis. Dependents up to age 14 are eligible for the sealant
 22 application. The benefit is payable for only one application per tooth
 23 within a three (3) year period.

24 **(12) Orthodontic Services:**

25 Minor treatment for tooth guidance;

26 Minor treatment to control harmful habits;

- 1 Interceptive orthodontic treatment;
- 2 Comprehensive orthodontic treatment;
- 3 Treatment of an atypical or extended skeletal case;
- 4 Post-treatment stabilization; Separate lifetime maximum of \$1,500 per
- 5 each enrollee; Orthodontic services for dependents up to age 19; for
- 6 enrolled employee and spouse, no maximum age. Orthodontic
- 7 coverage shall be extended to each dependent up to age 25 if the
- 8 dependent is a full-time student at an accredited institution.

9 **(d) Dental At-Point-of-Service PPO**

10 Employees and dependents enrolled in the State Dental Plan may access
11 the improved benefit levels specified in Appendix G by utilizing dental care
12 providers that are members of the Point-of-Service PPO.

13 **Section D. Vision Care Insurance.**

14 **a.** The State agrees to continue to offer a vision plan. Coverage details for
15 participating and non-participating providers, are described in Appendix H.
16 Except for employees appointed to a position with a regular work schedule
17 consisting of 40 hours or less per bi-weekly pay period as provided above,
18 the Employer shall pay one hundred percent (100%) of the applicable
19 premium for employees covered by this Agreement for the Group Vision
20 Plan.

21 **b.** Benefits payable for participating providers under the Plan will be as
22 follows:

23 **(1) Examination:** Payable once in any twelve (12) month period with an
24 employee copayment identified in Appendix H.

25 **(2) Suitability Exam:** A contact lens suitability exam determines whether
26 you can wear contact lenses. The fee for this exam is included in the
27 allowance for the contact lenses.

- 1 **(3) Replacement Frequency:** The Plan will cover eyeglass lenses,
 2 frames or contact lenses once every twelve (12) months if there is a
 3 prescription change.
- 4 **(4) Eyeglass Lenses:** Lenses are payable once every twelve (24) months
 5 with an employee co-payment identified in Appendix H for eyeglass
 6 lenses and frames. The standard lens size definition is 60 millimeters
 7 in diameter. If a larger lens is selected, the employee must pay for the
 8 additional expense attributable to lens size greater than 60 millimeters
 9 in diameter.
- 10 **(5) Special Lenses:** The Plan will cover slab off prism and prism lenses
 11 with no additional charge to the employee. Lenticular lenses are
 12 payable as defined in item 3 above.
- 13 **(6) Contact Lenses**
- 14 **Medically Necessary:** The Plan will cover medically necessary
 15 contact lenses once every twelve (12) months with an employee co-
 16 payment identified in Appendix H. Medically necessary means (a)
 17 must correct the member’s acuity to 20/70 or better in the better eye or
 18 (b) the member has one of the following visual conditions:
 19 kerataconus, irregular astigmatism, or irregular corneal curvature.
- 20 **Not Medically Necessary:** The Plan will pay a maximum allowance
 21 identified in Appendix H and the employee shall pay any additional
 22 charge of the provider for such contact lenses. The contact lens
 23 evaluation is included in the cost of the contact lens allowance.
- 24 **(7) Frames:** The maximum frame allowance is identified in Appendix H
 25 and the employee shall pay any additional charge from the provider for
 26 the frames.
- 27 **(8) Lens Options:** The Plan will cover Rose Tint 1 and Rose Tint 2 or
 28 Photochromatic tint at no additional charge to the employee
- 29 **C.** Plan payments for out of network providers are identified in Appendix
 30 H.

1 **d. Computer Glasses:** Employees who are required to use computers
2 and other digital devices or microfiche readers on a full-time basis shall be
3 eligible for reimbursement for an initial Vision Testing Examination at rates
4 provided herein on regardless of when they were last examined, or on an
5 annual basis in conjunction with a routine eye exam.

6 Such employees who require prescription corrective lenses which are
7 different than those normally used, are eligible for an additional pair of
8 glasses at the benefit level described in Appendix H. These lenses and
9 frames are in addition to those provided under the Vision Care
10 Insurance. An employee obtaining glasses for working who does not
11 otherwise wear glasses would not be covered by this provision.

12 **e. Safety Glasses:** Employees who are required to use safety glasses on
13 a full-time basis, as determined by the departmental employer, and who
14 use prescription eyeglasses shall be eligible for a pair of prescription
15 safety glasses at the benefit level described in Appendix H. These lenses
16 and frames are in addition to those provided under the Vision Care
17 Insurance.

18

19 **Section E. Long Term Disability Insurance.**

20 The Employer shall maintain the existing Long Term Disability Insurance
21 coverage, except that effective October 1, 2005, the eligibility period for Plan II
22 claimants who remain totally disabled shall be reduced from age 70 to age 65, or
23 for a period of 12-months, whichever is greater. Additionally, the benefit period
24 for “mental/nervous” claims shall be limited to 24 months from the beginning of
25 the time a claimant is eligible to receive benefits. This limitation does not apply to
26 mental health claims where the claimant is under in-patient care. These changes
27 shall only apply to new claims made after September 30, 2005.

28 The Employer shall continue to provide a rider to the existing LTD Insurance
29 program. All employees who are enrolled in the LTD insurance program shall

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

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

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

14 The monthly maximum benefit will be \$5000 for disabilities beginning after
15 September 30, 2002.

16 **Section F. Life Insurance.**

17 **a. Employee Life:** The Employer shall provide a State-sponsored group life
18 insurance plan which has a death benefit equal to two (2) times annual
19 salary rounded up to the nearest \$1,000, with a minimum \$10,000 benefit.
20 The Employer shall pay one hundred percent (100%) of the premium for
21 this benefit. Less than full-time employees who are working 40% or more
22 of full time shall have their benefit level determined as if they were working
23 full-time in a full-time position. Employee life insurance coverage is
24 effective on the first day of employment.

25 **b. Dependent Life:** An employee may enroll legal spouse and/or eligible
26 children in a dependent life insurance plan. Dependent children must be
27 unmarried and between the ages of 14 days and 23 years. The age ceiling
28 under the optional life insurance plan shall not apply to dependents who

1 are documented as being incapacitated by a physical or mental
2 impairment, provided coverage does not terminate for any other reason.

3 (1) Employee pays one hundred percent (100%) of premium for optional
4 dependent coverage via payroll deduction.

5 (2) Employee may choose between five (5) levels of dependent
6 coverage:

7 (a) Level one insures spouse for \$1,500 and children from age 15
8 days to 23 years for \$1,000.

9 (b) Level two insures spouse for \$5,000 and children from age 15
10 days to 23 years for \$2,500.

11 (c) Level three insures spouse for \$10,000 and children from age 15
12 days to 23 years for \$5,000.

13 (d) Level four insures spouse for \$25,000 and children from age 15
14 days to 23 years for \$10,000.

15 (e) Level five insures children only from age 15 days to 23 years for
16 \$10,000.

17 (f) Level six insures spouse for \$50,000 and children from age 15
18 days to 23 years for \$15,000.

19 (g) Level seven insures children from age 15 days to 23 years for
20 \$15,000.

21 **9. Accidental Death Insurance.**

22 The State shall provide a State-sponsored Accidental Death Insurance
23 Plan which has a benefit of \$100,000 in case of an employee's accidental
24 death in line of duty.

25 **Section G. Continuation of Group Insurances.**

26 **a. Upon Layoff.**

1 (1) Employees who are laid off, at the time of layoff, may elect to
 2 continue enrollment in the SHP PPO (or alternative plan) and life
 3 insurance plan by paying the full amount (100%) of the premium.
 4 Such enrollment may continue until the employee is recalled or for
 5 a period of three (3) years, whichever occurs first. Such employees
 6 may also elect to continue enrollment in the Group Dental (or
 7 alternative plan) and/or Group Vision Plans by paying the full
 8 amount (100%) of the premium. Such enrollment may continue
 9 until the employee is recalled or for a period of eighteen (18)
 10 months, whichever occurs first. In accordance with Paragraph (2)
 11 of this Section, the Employer shall pay the Employer's share of
 12 such premiums for two (2) pay periods for employees selecting
 13 these options.

14 (2) Employees laid off as a result of a reduction in force may elect to
 15 pre-pay their share of premiums, if any, for the SHP PPO (or
 16 alternative plan), Group Dental Plan (or alternative plan), Group
 17 Vision Plan, and life insurance for two (2) additional pay periods
 18 after layoff by having such premiums deducted from their last pay
 19 check. The Employer shall pay the Employer's share of premiums
 20 for the SHP PPO (or alternative plan), Group Dental Plan (or
 21 alternative plan), Group Vision Plan, and life insurance for two (2)
 22 pay periods for employees selecting this option. Coverage for the
 23 State Health Plan (or alternative plan), Group Dental Plan (or
 24 alternative plan), Group Vision Plan, and life insurance shall
 25 thereafter continue for these two (2) pay periods. Election of this
 26 option shall not affect the laid off employee's eligibility for
 27 continued coverage as outlined in Paragraph (1) of this Section.

28 **b. Upon Leave.**

29 Employees who are granted a leave of absence may elect to continue
 30 enrollment in the SHP PPO (or alternative plan) at the time the leave
 31 begins. Except as may be otherwise provided in the Federal Family

1 and Medical Leave Act, for continuation of health plan benefits, such
2 employees shall be eligible for continued enrollment during the leave of
3 absence by paying the full amount (100%) of the premium. Such
4 employees may also elect, at the time the leave begins, to continue
5 enrollment in the life insurance plan for up to twelve (12) months by
6 paying the full amount (100%) of the premium. Such employees may
7 likewise elect to continue enrollment in the Group Dental Plan (or
8 alternative plan) and/or Group Vision Plan for up to eighteen (18)
9 months by paying the full amount (100%) of the premium.

10 **c. Continuation of Life Insurance Coverage in the Event of Total**
11 **Disability.**

12 Upon presentation of satisfactory evidence of total disability to Civil
13 Service, which is defined as receiving benefits from one of the
14 following:

15 (1) The State's Long Term Disability Plan,

16 (2) Social Security Disability coverage,

17 (3) Workers' Compensation Insurance, or

18 (4) The State's Duty or Nonduty Disability Retirement Plan.

19 The employee shall receive life insurance coverage fully paid by the
20 Employer for as long as the employee is totally disabled. All premium
21 payments made by the employee prior to establishing Total Disability
22 shall be reimbursed to the employee. The benefit level is the amount in
23 force on the day the employee becomes totally disabled; however, if
24 the employee is totally disabled on his/her 65th birthday, the employee
25 shall be considered retired and the life insurance coverage shall be the
26 same as if the employee had retired.

27 **11. Group Insurance Enrollment Upon Limited Term Recall.**

1 All employees covered by this Agreement who accept limited term recall
2 into positions in these Bargaining Units are eligible for enrollment in all
3 group insurance plans in which they were enrolled at the time of layoff.
4 Coverages in such plans shall be the same as the coverage at the time of
5 layoff. Such employees shall not be considered as temporary (less than
6 720 hours) employees.

7 **12.** Health Plan coverage for enrolled dependents will cease the 30th day
8 after a Bargaining Unit member's death unless the covered Bargaining
9 Unit member is eligible for an immediate pension benefit from the State
10 Employees' Retirement System, or unless the dependents elect continued
11 plan coverage in accordance with provisions of the Consolidated Omnibus
12 Budget Reconciliation Act of 1985 (COBRA).

13 **Section H. Group Auto and Homeowners Plan.**

14 Employees in these Bargaining Units shall, upon completion of a successful
15 bidding process, be eligible for enrollment in a group auto and homeowners plan
16 with the employee to pay the entire cost of any premiums.

17 **Section I. Voluntary Benefits**

18 Employees in these Bargaining Units shall be eligible to enroll in a Voluntary
19 Benefits plan established by the Employer. The entire cost of any premiums
20 shall be paid by the employee through payroll deduction or by direct bill as
21 permitted by the specific plan. Benefits offered may include home and auto
22 insurance, voluntary group term life insurance, universal life insurance, and a
23 pre-paid legal plan. Plan offerings will be announced through an annual open
24 enrollment process, and in the event any optional coverage plan is cancelled or
25 withdrawn, employees enrolled in the plan will be sent written notice at least 30
26 calendar days in advance of the coverage end date.

27 **Section J. Flexible Spending Accounts (FSAs).**

28 The Employer shall maintain a flexible compensation plan for employees in these
29 Bargaining Units, and employees are eligible to participate in Dependent Care

1 and Medical Spending Accounts authorized in accordance with Section 125 of
2 the Internal Revenue Service (IRS) Code except as provided in the 2015 Letter
3 of Understanding titled “Federal Excise Tax Implications”.

4 **Section K. Labor Management Healthcare Committee**

5 The Union shall be entitled to continue to participate in statewide Labor
6 Management Healthcare Committee meetings.

7
8 ~~New hires will be permitted to enroll in group insurance plans for which they are~~
9 ~~eligible during their first 31 days of employment. Eligibility for coverage under~~
10 ~~such plans is the first day of the biweekly pay period after enrollment, except for~~
11 ~~life insurance which shall be effective on the first day of employment.~~

12 ~~Effective October 12, 2014, the “legacy” or traditional SHP PPO and HMO~~
13 ~~plans now offered to eligible employees hired before April 1, 2010 will be~~
14 ~~replaced by the New State Health Plan PPO (“NSHP PPO”) and the New~~
15 ~~HMO (“NHMO”) Plans which apply to eligible employees hired on or after~~
16 ~~April 1, 2010 subject to the changes below. The State will continue to pay~~
17 ~~80% of the total NSHP PPO premium with enrolled employees paying 20%. The~~
18 ~~State will pay up to 85% of the applicable NHMO total premium, capped at the~~
19 ~~dollar amount which the State pays for the same coverage code under the NSHP~~
20 ~~PPO, with enrolled employees paying the remainder. The current Catastrophic~~
21 ~~Health Plan offering will continue.~~

22 ~~The following changes are effective October 12, 2014 to the existing NSHP~~
23 ~~PPO and NHMOs:~~

24 **~~NSHP PPO~~**

- 25 ~~• Autism Benefits to be added to the NSHP PPO subject to deductibles and~~
26 ~~coinsurance;~~
- 27 ~~• In-network Out of Pocket (OOP) Maximums to be increased from~~
28 ~~\$1500/\$3000 to \$2000/\$4000.~~

1 **NHMO**

- 2 • ~~NHMO deductibles of \$125/\$250 to be implemented;~~
- 3 • ~~Out of Pocket (OOP) Maximums to be implemented at the same levels as~~
4 ~~the NSHP: \$2000/\$4000.~~

5 **Appendix F-2 replaces Appendix F and Appendix F-1 effective October 12,**
6 **2014.**

7 Section A. The State Health Plan.

8 ~~The existing basic and major medical PPO plan is known as the “State Health~~
9 ~~Plan”. The existing State Health Plan remains in effect for employees hired~~
10 ~~before April 1, 2010, and the Employer shall pay 90% of the premium, and the~~
11 ~~enrolled employee shall pay 10% of the premium. Effective the first full pay~~
12 ~~period in October, 2012, the following will apply to eligible employees enrolled in~~
13 ~~the State Health Plan PPO or an HMO. The State will pay 80% of the State~~
14 ~~Health Plan PPO premium with enrolled employees paying 20%. The State will~~
15 ~~pay up to 85% of the applicable HMO total premium, capped at the dollar amount~~
16 ~~which the state pays for the same coverage code under the SHP PPO, with~~
17 ~~enrolled employees paying the remainder. State Health Plan in and out-of-~~
18 ~~network benefits and applicable deductibles and co-payments and out-of-pocket~~
19 ~~maximums are outlined in Appendix F.~~

20 ~~The New State Health Plan PPO (NSHP PPO) and New HMO (NHMO) health~~
21 ~~care coverage remains in effect for eligible employees hired on or after April 1,~~
22 ~~2010. The State will pay 80% of the total NSHP PPO premium with enrolled~~
23 ~~employees paying 20%. The State will pay up to 85% of the applicable NHMO~~
24 ~~total premium, capped at the dollar amount which the State pays for the same~~
25 ~~coverage code under the NSHP PPO, with enrolled employees paying the~~
26 ~~remainder. See Appendix F-1 for a summary of benefits including applicable co-~~
27 ~~payments, deductibles, co-insurance and out of pocket maximums.~~

1 Section B. State Health Plan Provisions.

2 ~~1. The Union shall continue to be entitled to participate as a member of the~~
3 ~~Labor Management Health Care Committee.~~

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

6 ~~—It is understood that each exclusively recognized employee organization will~~
7 ~~be entitled to designate one representative to participate in the Labor-~~
8 ~~Management Health Care Committee.~~

9 ~~The Plan consists of the following principal components: Pre-certification of all~~
10 ~~hospital inpatient admissions; second surgical opinion; Home Health Care;~~
11 ~~and alternative delivery systems;~~

12 ~~a. Pre-certification of Hospital Admission & Length of Stay. The pre-~~
13 ~~certification for admission and length of stay component of the plan~~
14 ~~requires that the attending physician submit to the Third Party~~
15 ~~Administrator (TPA) the diagnosis, plan of treatment and expected~~
16 ~~duration of admission. If the admission is not an emergency, the~~
17 ~~submission must be made by the attending physician and the review and~~
18 ~~approval granted by the TPA prior to admitting the covered individual into~~
19 ~~the Acute Care Facility. If the admission occurs as an emergency, the~~
20 ~~attending physician is required to notify the TPA by telephone with the~~
21 ~~same information on the next regular working day after the admission~~
22 ~~occurs. If the admission is for a maternity delivery, advance approval for~~
23 ~~admission will not be required; however, the admitting physician must~~
24 ~~notify the TPA before the expected admission date to obtain the length-of-~~
25 ~~stay approval. There will be no limitation on benefits caused by the~~
26 ~~attending physician's failure to obtain pre-admission certification.~~

27 ~~b. Second Surgical Opinion. An individual covered under the State Health~~
28 ~~Plan will be entitled to a second surgical opinion. If that opinion conflicts~~
29 ~~with the first opinion the individual will be entitled to a voluntary third~~
30 ~~surgical opinion. Second and third surgical opinions shall be subject to the~~

1 ~~in-network and out of network office call fees or coverages as provided in~~
2 ~~Section B.16 below, and see Appendix F and F-1.~~

3 ~~c. Home Health Care. A program of Home Health Care and Home Care~~
4 ~~Services to reduce the length of hospital stay and admissions shall also be~~
5 ~~available at the employee's option. This component requires that the~~
6 ~~attending physician contact the third party administrator to authorize home~~
7 ~~health care service in lieu of a hospital admission or a continuation of a~~
8 ~~hospital confinement.~~

9 ~~—The attending physician must certify that the proper treatment of the~~
10 ~~disease or injury would require continued confinement as a resident~~
11 ~~inpatient in a hospital in the absence of the services and supplies provided~~
12 ~~as a part of the Home Health Care Plan. If appropriate, certification will be~~
13 ~~granted for an estimated number of visits within a specified period of time.~~
14 ~~The details of the types of services and charges that shall be covered~~
15 ~~under this component include part-time or intermittent nursing care by a~~
16 ~~registered nurse (R.N.) or licensed practical nurse if an R.N. was not~~
17 ~~available; part-time or intermittent home health aide services; physical,~~
18 ~~occupational and speech therapy; medical supplies, drugs and medicines~~
19 ~~prescribed by a physician, and laboratory services provided by or on~~
20 ~~behalf of a hospital, but only to the extent that they would have been~~
21 ~~covered if the individual had remained or been confined in the hospital.~~
22 ~~Home health care services under the SHPA will be continued. Details of~~
23 ~~the covered services will be provided in the SHP benefit booklet. Home~~
24 ~~Health Care shall be available at the patient's option in lieu of hospital~~
25 ~~confinement. To receive home health care services, a patient shall not be~~
26 ~~required to be homebound. Home infusion therapy shall be covered as~~
27 ~~part of the home health care benefit or covered by its separate~~
28 ~~components (e.g. durable medical equipment and prescription drugs). For~~
29 ~~NSHP PPO see Appendix F-1.~~

30 ~~d. Alternative Delivery Systems. The State Health Plan shall also provide~~
31 ~~hospice care and birthing center care benefits to employees and enrolled~~

1 ~~family members. To be eligible for the hospice care benefit, the covered~~
 2 ~~individual must be diagnosed as terminally ill by the attending physician~~
 3 ~~and/or hospice medical director with a medical prognosis of six months or~~
 4 ~~less life expectancy. Covered hospice benefits include physical,~~
 5 ~~occupational, and speech language therapy; home health aide services;~~
 6 ~~medical supplies; and nursing care. Covered hospice benefits are not~~
 7 ~~subject to the individual deductible or any co-payment and will be paid~~
 8 ~~only for services rendered by federally certified or state licensed hospices.~~
 9 ~~Hospice services covered under the SHPA will be continued. Details of the~~
 10 ~~covered service will be provided in the SHP booklet. Both hospice care~~
 11 ~~and birthing center care shall be available to employees at their option in~~
 12 ~~lieu of hospital confinement. Birthing center care is covered under the~~
 13 ~~delivery and nursery care benefit set forth in Appendix F. For NSHP PPO~~
 14 ~~see Appendix F-1.~~

15 ~~2. Prescription Drugs.~~

16 ~~—Bargaining Unit members who are covered by the State Health Plan will~~
 17 ~~be enrolled in the alternative prescription drug PPO. See Appendix F. For~~
 18 ~~NSHP PPO see Appendix F-1.~~

19 ~~—The plan will include the programs of Generics Preferred, Step Therapy~~
 20 ~~and Drug Quantity Management. For the State Health Plan PPO, the~~
 21 ~~employee co-pay at retail shall be \$10 per prescription for generic drugs,~~
 22 ~~\$20 per prescription for preferred brand name drugs, and \$40 for non-~~
 23 ~~preferred brand name drugs. The employee co-pay at mail order shall be~~
 24 ~~\$20 per prescription for generic drugs, \$40 per prescription for preferred~~
 25 ~~brand name drugs, and \$80 for non-preferred brand name drugs. For~~
 26 ~~NSHP PPO see Appendix F-1.~~

27 ~~—The brand name co-payment level will apply even when there is no~~
 28 ~~generic substitute as well as to DAW prescriptions. Under the Generics~~
 29 ~~Preferred program, a prescription marked DAW may result in an additional~~

1 ~~charge to the employee of the difference in cost between the generic and~~
2 ~~the brand name drug dispensed.~~

3 ~~Brand name drugs determined to be non-preferred because of the~~
4 ~~availability of a generic equivalent or a therapeutically or chemically~~
5 ~~equivalent brand name drug shall be so designated by the pharmacy and~~
6 ~~therapeutics committee comprised of independent physicians across~~
7 ~~various specialties. The State of Michigan shall have no decision-making~~
8 ~~authority in such determination.~~

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

14 ~~The member card shall identify all the participating pharmacies within a~~
15 ~~30-mile distance of the plan member's home address zip code or, if there~~
16 ~~are more than 30 such participating pharmacies, the 30 participating~~
17 ~~pharmacies that are closest to the plan member's home.~~

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

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

22 ~~3. Mental Health/Substance Abuse Services:~~

23 ~~Benefits for in-patient and out-patient mental health care and substance~~
24 ~~abuse services shall be as outlined in Appendix F. For NSHP PPO see~~
25 ~~Appendix F-1.~~

26 ~~If there is no network provider within a reasonable distance from the~~
27 ~~member's home address (as determined by the Director of the Employee~~
28 ~~Benefits Division), the vendor will authorize payment for covered services~~

1 ~~which are provided by a non-network provider as permitted under the~~
2 ~~State Health Plan in effect prior to the implementation of the PPO.~~

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

8 ~~4. Hearing.~~

9 ~~—The State's hearing care program shall continue to be a benefit under the~~
10 ~~State Health Plan. Such program shall include those benefits currently~~
11 ~~provided, including audiometric exams, hearing aid evaluation tests,~~
12 ~~hearing aids and fitting and binaural hearing aids when medically~~
13 ~~appropriate subject to the office call fee in Section B.16 below for the~~
14 ~~examination and shall be available once every 36 months unless hearing~~
15 ~~loss changes to the degree determined upon advice by the State Health~~
16 ~~Plan's medical policy team and audiology professionals. For NSHP PPO~~
17 ~~see Appendix F-1.~~

18 ~~5. Wellness and Preventive Services.~~

19 ~~—The wellness and preventive coverage in accordance with the State~~
20 ~~Health Plan as outlined in Appendix F will be subject to a maximum plan~~
21 ~~payment of \$1500 for in-network services per individual per calendar year.~~
22 ~~There shall be no coverage for wellness and preventive services received~~
23 ~~out-of-network. For NSHP PPO see Appendix F-1.~~

24 ~~—Effective January 1, 2006, the cost for a colonoscopy exam (one every ten~~
25 ~~years beginning at age 50), and the cost of childhood immunizations will~~
26 ~~not be applied toward the calendar year maximum. These services will be~~
27 ~~covered at 100% in-network with no deductible and out-of-network at 90%~~
28 ~~after the deductible. For NSHP PPO see Appendix F-1.~~

29 ~~6. Weight Loss.~~

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

3 ~~(1) Employee or covered dependent is obese (defined as being more than~~
4 ~~100 pounds overweight or more than 50% over ideal weight), and weight~~
5 ~~loss clinic attendance is prescribed by a licensed physician and confirmed~~
6 ~~by a second opinion; or~~

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

11 ~~—Note: the \$300 amount will not apply to the State Health Plan or NSHP~~
12 ~~PPO deductibles.~~

13 ~~7. Orthopedic Inserts.~~

14 ~~—Medically necessary orthopedic inserts for shoes, when prescribed by a~~
15 ~~licensed physician are covered under the State Health Plan. This benefit is~~
16 ~~included under the durable medical equipment benefit in Appendix F. For~~
17 ~~NSHP PPO see Appendix F-1.~~

18 ~~8. Blood Storage.~~

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

22 ~~9. Disease Management Program.~~

23 ~~—The disease management program shall be included under the State~~
24 ~~Health Plan and NSHP PPO as a covered benefit on a voluntary basis.~~
25 ~~Effective October 1, 2005, the program will be known as Blue Health~~
26 ~~Connection.~~

27 ~~10. Survivor Conversion Option.~~

1 ~~The State recognizes its obligations under federal "COBRA" legislation in~~
2 ~~case of a "qualifying event", as defined by that statute.~~

3 ~~11. Health Risk Appraisal Program.~~

4 ~~—The parties agree to continue extending the Health Risk Appraisal~~
5 ~~Program to Bargaining Unit members during the term of this Agreement.~~

6 ~~12. Open Enrollment.~~

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

9 ~~13. Smoking Cessation/Abatement Assistance.~~

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

14 ~~a. The reimbursement will be available for the employee's participation only.~~
15 ~~Expenses incurred by the employee's dependents are not reimbursable,~~
16 ~~even if the employee paid part or all of them.~~

17 ~~b. The reimbursement shall be available on a one-time-only basis.~~

18 ~~c. The amount of the reimbursement shall not exceed \$50.00.~~

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

25 ~~e. This program shall not be considered a part of the State Health Plan or~~
26 ~~NSHP PPO, and reimbursements are not payable through the State~~

1 ~~Health Plan or NSHP PPO. The reimbursement shall be paid to eligible~~
2 ~~employees by the departmental employer.~~

3 ~~Transdermal Patches: Bargaining Unit members shall continue to be~~
4 ~~eligible, on a one-time-only basis, for reimbursement of the cost of~~
5 ~~transdermal patches, less the \$2.00 co-payment, and accompanying~~
6 ~~smoking cessation counseling not otherwise available as a covered~~
7 ~~benefit under the health plan in which the employee is enrolled. An~~
8 ~~employee who has already received reimbursement for transdermal~~
9 ~~patches under any program sponsored by the state shall not be eligible for~~
10 ~~this benefit. Reimbursement shall be made by the departmental employer.~~

11 ~~14. Subrogation.~~

12 ~~—In the event that a participant receives services that are paid by the State~~
13 ~~Health Plan (SHP), or New State Health Plan PPO (NSHP PPO) or is~~
14 ~~eligible to receive future services under the SHP or NSHP PPO, the SHP~~
15 ~~or NSHP PPO shall be subrogated to the participant's rights of recovery~~
16 ~~against and is entitled to receive all sums recovered from any third party~~
17 ~~who is or may be liable to the participant, whether by suit, settlement, or~~
18 ~~otherwise, to the extent of recovery for health related expenses. A~~
19 ~~participant shall take such action, furnish such information and assistance,~~
20 ~~and execute such documents as the SHP or NSHP PPO may request to~~
21 ~~facilitate enforcement of the rights of the SHP or NSHP PPO and shall~~
22 ~~take no action prejudicing the rights and interests of the SHP or NSHP~~
23 ~~PPO.~~

24 ~~15. Reimbursement for Certain Services.~~

25 ~~—The reimbursement for private duty nursing and acupuncture therapy shall~~
26 ~~be 90% after the in-network deductible is met. For NSHP PPO see~~
27 ~~Appendix F-1.~~

28 ~~16. Office Visits and Consultations.~~

1 ~~—In-network office visits and office consultations will be subject to a \$15 co-~~
2 ~~pay and will not be applied toward the individual or family deductible. Out-~~
3 ~~of-network office visits and office consultations shall be covered at 90%~~
4 ~~after the deductible is met. For State Health Plan see Appendix F. Under~~
5 ~~the NSHP PPO, the co-pay for office visits and office consultations shall~~
6 ~~be \$20, and covered at 80% for out-of-network office visits and office~~
7 ~~consultations. For NSHP PPO see Appendix F-1.~~

8 ~~17. In and Out-of-Network Access.~~

9 ~~—In and out-of-network access is described in Appendix G and attached~~
10 ~~Rules for Network Use.~~

11 ~~—Effective October 1, 2005, a PPO network for durable medical equipment~~
12 ~~(DME) and prosthetic and orthotic appliances will be integrated into the~~
13 ~~SHP PPO with in-network reimbursed at 100% and out-of-network~~
14 ~~reimbursed at 80% of approved charges. No deductible will be required.~~
15 ~~For NSHP PPO see Appendix F-1.~~

16 ~~Section C. Health Maintenance Organizations (HMOs).~~

17 ~~As an alternative to the State-sponsored health insurance program,~~
18 ~~enrollment in an HMO shall be offered to those employees residing in~~
19 ~~areas where qualified licensed HMOs are in operation. For NHMO see~~
20 ~~Appendix F-1. The State shall pay the same dollar value contribution~~
21 ~~toward HMO membership (per enrolled employee) as is paid to the State-~~
22 ~~sponsored health insurance program for both employee and~~
23 ~~employee/dependent coverage, except where the membership cost is less~~
24 ~~than the State-sponsored health insurance program premium. In such~~
25 ~~case, the State shall pay that rate published by the Employee Benefits~~
26 ~~Division. If an employee moves to a new permanent residence outside the~~
27 ~~service area of the authorized HMO in which s/he is enrolled, the~~
28 ~~employee may transfer such enrollment to the State Health Plan or to~~
29 ~~another authorized HMO serving the new residence area. The Employer~~
30 ~~shall pay 95% of the HMO premium up to the amount paid for the same~~

1 ~~coverage code under the State Health Plan PPO. Under the NHMO, the~~
2 ~~Employer shall pay 85% of the HMO premium up to the amount paid for~~
3 ~~the same coverage code under the NSHP PPO.~~

4 ~~The Employer and MCO shall jointly review (through a new or existing~~
5 ~~committee) the continued and new offering of any HMO to employees in~~
6 ~~the Bargaining Unit. The review process shall be consistent and~~
7 ~~coordinated (in substance and timing) with the procedures currently~~
8 ~~established by the Employer through other collective bargaining contracts.~~

9 ~~The parties agree to meet annually through the labor-management health~~
10 ~~care committee to discuss HMO costs and make recommendations for~~
11 ~~changes in order to keep HMOS affordable.~~

12

13 Section D. Life Insurance.

14 ~~The Employer shall provide a state-sponsored group life insurance plan which~~
15 ~~has a death benefit equal to 2.0 times annual salary rounded up to the nearest~~
16 ~~\$1,000. The Employer shall pay 100% of the premium for this benefit.~~

17 ~~The employee shall pay 100% of premiums for covered dependents. There shall~~
18 ~~be no age ceiling for coverage for handicapped dependents, and such additional~~
19 ~~coverage shall be provided without increased premium cost. A dependent will be~~
20 ~~considered handicapped if he/she is unable to earn his/her own living because of~~
21 ~~mental retardation or physical handicap and depends chiefly on the employee for~~
22 ~~support and maintenance.~~

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

- 24 ~~• Spouse for \$1,500; child(ren) for \$1,000~~
- 25 ~~• Spouse for \$5,000; child(ren) for \$2,500~~
- 26 ~~• Spouse for \$10,000; child(ren) for \$5,000~~
- 27 ~~• Spouse for \$25,000; child(ren) for \$10,000~~
- 28 ~~• Spouse for \$0; child(ren) for \$10,000~~

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

2 ~~The Employer agrees to continue the line-of-duty accidental death benefit of~~
3 ~~\$100,000.~~

4 ~~Section E. Long Term Disability Insurance.~~

5 ~~The Employer shall maintain the existing Long Term Disability Insurance~~
6 ~~coverage, except that effective October 1, 2005, the eligibility period for Plan II~~
7 ~~claimants who remain totally disabled shall be reduced from age 70 to age 65, or~~
8 ~~for a period of 12 months, whichever is greater. Additionally, the benefit period~~
9 ~~for "mental/nervous" claims shall be limited to 24 months from the beginning of~~
10 ~~the time a claimant is eligible to receive benefits. This limitation does not apply to~~
11 ~~mental health claims where the claimant is under in-patient care. These changes~~
12 ~~shall only apply to new claims made after September 30, 2005.~~

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

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

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

28 ~~The monthly maximum benefit will be \$5000 for disabilities beginning after~~
29 ~~September 30, 2002.~~

- 1 ~~Section F. Group Dental Plans.~~
- 2 ~~1. Except as provided in Section J. below, the Employer shall pay 95% of the~~
- 3 ~~applicable premium for employees enrolled in the State Dental Plan.~~
- 4 ~~2. Benefits payable under the State Dental Plan will be as follows:~~
- 5 ~~a. 90% of actual fee or usual, customary and reasonable fee, whichever is~~
- 6 ~~lower, for restorative, endodontic, and periodontic services (x-rays, fillings,~~
- 7 ~~root canals, inlays, crowns, etc.).~~
- 8 ~~b. There shall be a yearly maximum benefit of \$1,500 per person exclusive~~
- 9 ~~of orthodontics, for which there shall be a separate \$1,500 lifetime~~
- 10 ~~maximum benefit.~~
- 11 ~~3. Covered Dental Expenses.~~
- 12 ~~—The State Dental Plan will pay for incurred claims for employee and/or~~
- 13 ~~enrolled dependents at the applicable percentage of either the actual fee or~~
- 14 ~~the usual, customary and reasonable fee, whichever is lower, for the dental~~
- 15 ~~benefits covered under the State Dental Plan for each covered person in each~~
- 16 ~~12 month period (fiscal year) exclusive of orthodontics for which there is a~~
- 17 ~~separate lifetime maximum benefit.~~
- 18 ~~a. The following services will be paid at the 100% benefit level:~~
- 19 ~~—Diagnostic Services:~~
- 20 ~~• Oral examinations and consultations twice in a fiscal year.~~
- 21 ~~• Effective October 1, 2005, oral exfoliative cytology (brush biopsy) will~~
- 22 ~~be covered when warranted from a visual and tactile examination.~~
- 23 ~~—Preventive Services:~~
- 24 ~~• Prophylaxis —teeth cleaning three times in a fiscal year;~~
- 25 ~~• Topical application of fluoride for children up to age 19, twice in a fiscal~~
- 26 ~~year.~~

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

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

4 ~~Radiographs:~~

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

7 • ~~Full mouth x-rays once in a five year period unless special need is~~
8 ~~shown to the satisfaction of the dental plan administrator.~~

9 ~~Restorative Services:~~

10 • ~~Amalgam, silicate, acrylic, porcelain, plastic and composite~~
11 ~~restorations;~~

12 • ~~Gold inlay and outlay restorations.~~

13 ~~Oral Surgery:~~

14 • ~~Extractions, including those provided in conjunction with orthodontic~~
15 ~~services;~~

16 • ~~Cutting procedures;~~

17 • ~~Treatment of fractures and dislocation of the jaw.~~

18 ~~Endodontic Services:~~

19 • ~~Root canal therapy;~~

20 • ~~Pulpotomy and pulpectomy services for partial and complete removal~~
21 ~~of the pulp of the tooth;~~

22 • ~~Periapical services to treat the root of the tooth.~~

23 ~~Periodontic Services:~~

- 1 • ~~Periodontal surgery to remove diseased gum tissue surrounding the~~
2 tooth;
- 3 • ~~Adjunctive periodontal services, including provisional splinting to~~
4 stabilize teeth, occlusal adjustments to correct the biting surface of a
5 tooth and periodontal scaling to remove tartar from the root of the
6 tooth;
- 7 • ~~Treatment of gingivitis and periodontitis diseases of the gums and gum~~
8 tissue.

9 c. ~~The following Prosthodontic services will be paid at the 50% benefit level:~~

- 10 • ~~Repair or rebasing of an existing full or partial denture;~~
- 11 • ~~Initial installation of fixed bridgework;~~
- 12 • ~~Implants;~~
- 13 • ~~Initial installation of partial or full removable dentures (including~~
14 adjustments for six months following installation);
- 15 • ~~Construction and replacement of dentures and bridges (replacement of~~
16 existing dentures or bridges is payable when five years or more have
17 elapsed since the date of the initial installation).

18 d. ~~The following Orthodontic services will be paid at the 60% benefit level:~~

- 19 • ~~Minor treatment for tooth guidance;~~
- 20 • ~~Minor treatment to control harmful habits;~~
- 21 • ~~Interceptive orthodontic treatment;~~
- 22 • ~~Comprehensive orthodontic treatment;~~
- 23 • ~~Treatment of an atypical or extended skeletal case;~~
- 24 • ~~Post-treatment stabilization;~~
- 25 • ~~Separate lifetime maximum of \$1,500 per each enrollee.~~

1 • ~~Orthodontic services for dependents up to age 25, if dependent is a~~
2 ~~full-time student; for enrolled employee and employee's spouse (if~~
3 ~~enrolled), no maximum age.~~

4 ~~4. Point of Service PPO.~~

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

13

<u>Benefit</u>	<u>Current Level</u>	<u>Point of Service PPO Level</u>
Diagnostic Services (exams)	100%	100%
Preventive Services	100%	100%
Radiographs	90%	100%
Restorative (fillings)	90%	100%
Oral Surgery (extractions)	90%	100%
Endodontics	90%	100%
Periodontics	90%	100%
Other Oral Surgery	90%	90%
Adjunctive Periodontic	90%	90%
Crowns	90%	90%
Prosthetic Repairs	50%	100%
Fixed Bridgework	50%	70%
Implants	50%	70%
Partial Dentures	50%	70%
Full Dentures	50%	70%
Orthodontics	60%	75%
Annual Maximum	\$1,500	\$1,500
Lifetime Orthodontics Limit	\$1,500	\$1,500

1

2 ~~5. Sealants.~~

3 ~~—Application of sealants shall be a covered benefit for permanent molars only,~~
 4 ~~which must be free from restoration or decay at the time of application.~~
 5 ~~Sealants shall be payable only up to the age of 14 years. Payments will be~~
 6 ~~made on a per-tooth basis. No benefit shall be payable on the same tooth~~
 7 ~~within three years following a previous sealant application. The dental plan~~
 8 ~~will pay 50% of the reasonable and customary amount of the sealant~~
 9 ~~application charge, with the employee or covered dependent to pay the~~

1 ~~remainder of the charge. Under the Dental Point of Service PPO, the Plan~~
2 ~~shall pay 70% of the charge.~~

3 ~~6. Dental Maintenance Organization.~~

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

15 ~~7. Preventive Dental Plan.~~

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

19 ~~8. Open Enrollment.~~

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

22 ~~Section G. Vision Care Plan.~~

23 ~~Except as provided in Section J. below, the Employer will provide a Vision Care~~
24 ~~Plan paying 100% of the applicable premium for employees and dependents~~
25 ~~enrolled in the Plan.~~

26 ~~4. Participating Providers: Benefits payable under the Plan for Participating~~
27 ~~Providers will be as follows:~~

1 ~~a. Examination -- Payable once in any 12-month period with an employee~~
2 ~~co-payment of \$5.00.~~

3 ~~b. Lenses and Frames -- Payable once in any 24 month period with an~~
4 ~~employee co-payment of \$7.50 for eyeglass lenses and frames and \$7.50~~
5 ~~for medically necessary contact lenses. However, the benefit interval (for~~
6 ~~participating providers) shall be once in a 12-month period, if there has~~
7 ~~been a prescription change. The maximum diameter measure of covered~~
8 ~~lenses shall be 71 millimeters.~~

9 ~~c. Contact Lenses not Medically Necessary -- The Plan will pay a maximum~~
10 ~~of \$90 and the employee shall pay any additional charge of the provider~~
11 ~~for such lenses. The co-payment provision under b. is not required.~~

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

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

18 ~~2. Non-Par Providers: Payments for Non-Participating Providers:~~

19 ~~a. For Vision Testing Examinations: Once in any twelve (12) month period,~~
20 ~~the Plan will pay 75% of the reasonable and customary charge after it has~~
21 ~~been reduced by the member's co-payment of \$5.00.~~

22 ~~b. For Eyeglass Lenses: The Plan will pay the provider's charge or the~~
23 ~~amount set forth below, whichever is less.~~

24 ~~i. Regular Lenses:~~

25 ~~—Single Vision.....\$13.00/Pair~~

26 ~~—Bifocal.....20.00/Pair~~

27 ~~—Trifocal.....24.00/Pair~~

28 ~~ii. Contact Lenses:~~

1 ~~—Medically necessary as defined in Subsection c.~~

2 ~~—above\$96.00/Pair~~

3 ~~—Not medically necessary..... \$40.00/Pair~~

4 ~~iii. Special Lenses:~~

5 ~~—For covered special lenses (e.g., aphatic, lenticular and aspheric the~~
6 ~~Plan will pay 50% of the provider's charge for the lenses or 75% of the~~
7 ~~average covered vision expense benefits paid to participating providers~~
8 ~~for comparable lenses, whichever is less.~~

9 ~~iv. Additional Charges for Plastic Lenses:~~

10 ~~—\$3.00/Pair, plus benefit provided above for covered lenses.~~

11 ~~v. Additional Charges for Tints Equal to Rose Tints:~~

12 ~~—#1 and #2 —————\$3.00/Pair~~

13 ~~vi. Additional Charges for Prism Lenses —————\$2.00/Pair~~

14 ~~—When only one lens is required, the Plan will pay one-half of the~~
15 ~~applicable amount per pair shown above.~~

16 ~~c. For Eyeglass Frames: The Plan will pay the provider's charges or \$14.00,~~
17 ~~whichever is less.~~

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

20 ~~Section H. Flexible Benefits Plan.~~

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

24 ~~The Plan will consist of the group insurance programs with various options~~
25 ~~available to Bargaining Unit members. Financial incentives will be paid to~~
26 ~~employees who select: a Catastrophic Health Plan rather than the Standard~~
27 ~~Health Plan coverage, a Preventive Dental coverage rather than the Standard~~
28 ~~State Dental Plan or reduced life insurance coverage (one times salary or~~

1 ~~(\$50,000 rather than two times salary). In addition, members who elect no health~~
2 ~~care or dental coverage will receive a financial incentive.~~

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

6 ~~Incentives are paid each year and are the same regardless of an employee's~~
7 ~~category of coverage. For example, an employee enrolled in employee-only~~
8 ~~coverage electing the Catastrophic Health Plan for FY 04-05 will receive \$1,300~~
9 ~~as will an employee enrolled in full-family coverage electing the Catastrophic~~
10 ~~Health Plan.~~

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

19 ~~Section I. Insurance Premiums While on Layoff and Leave of Absence.~~

20 ~~An employee actually separated by reason of layoff from State employment, on~~
21 ~~an indefinite basis, may elect to prepay the employee's share of premiums for~~
22 ~~health, dental, vision and life insurance coverage for the two additional pay~~
23 ~~periods after layoff, by having such premiums deducted from the paycheck~~
24 ~~covering the final pay period in pay status. The Employer shall pay the~~
25 ~~Employer's share of premiums for health, dental and life insurance coverage for~~
26 ~~two pay periods for any employee who elects this option.~~

27 ~~Such coverage for health, dental, vision and life insurance shall continue~~
28 ~~uninterrupted for the two pay periods referred to above. Election of this option~~
29 ~~shall not affect the eligibility of the employee to thereafter continue insurance~~

1 ~~coverage for the remaining period of continuation coverage by directly paying the~~
2 ~~entire premiums therefore in accordance with current practice.~~

3 ~~The maximum continuation coverage period for each insurance program shall be~~
4 ~~as follows: Health -- three years; Dental -- 18 months; Vision Care -- 18 months;~~
5 ~~Life -- one year.~~

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

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

11 ~~Section J. Group Insurance Premiums for Less Than Full-Time Employees:~~

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

14 ~~Employees hired on or after January 1, 2000 who are appointed to a position with~~
15 ~~a regular work schedule consisting of 40 hours or less per biweekly pay period~~
16 ~~shall pay 50% of the premium for health, dental and vision insurance. This shall~~
17 ~~not apply to an employee appointed to a permanent intermittent position.~~
18 ~~Eligibility for enrollment shall be in accordance with current contractual~~
19 ~~provisions.~~

20 ~~Employees who have a regular work schedule of 40 hours or less per biweekly~~
21 ~~pay period who are temporarily placed on a regular work schedule of more than~~
22 ~~40 hours per biweekly pay period for a period expected to last six months or~~
23 ~~more, shall be considered as working a regular work schedule of more than 40~~
24 ~~hours for the period of the temporary schedule adjustment.~~

25 ~~Section K. Flexible Compensation Plan:~~

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

1 ~~Bargaining Unit members shall be offered the option to participate in the State of~~
2 ~~Michigan Dependent Care and/or Medical Spending Accounts authorized by, and~~
3 ~~established by the State in accordance with, current Section 125 of the U.S.~~
4 ~~Internal Revenue Service Code.~~

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ARTICLE 31

SHIFT DIFFERENTIAL

The parties recognize that shift differentials are a convention used in personnel and labor relations to compensate employees performing -- except for the time of day -- otherwise reasonably similar duties during non-traditional working hours.

Employees shall be paid a shift differential of five percent above their straight time hourly rates for all hours worked in a day if their regular schedule for that day provides that the employee is scheduled to begin work at or after 1:20 p.m. but before 5:00 a.m., excluding any time spent in pre-shift meetings, or if 50% or more of the regularly scheduled shift falls between the hours of 4:00 p.m. and 5:00 a.m., excluding any time spent in pre-shift meetings.

While on sick, annual, holiday or administrative leave no employee shall earn shift differential.

It is agreed that when employees are released from duty to carry out Union activities in accordance with Article 9, Grievance Procedure; Article 11, Labor-Management Meetings; and Article 12, Section J., Health and Safety, Safety Inspections, they shall be entitled to payment of the shift differential for such released hours.

It is agreed that employees shall not be paid the shift differential for hours they are released under the provisions of Article 7, Union Business and Activities, and Article 8, Section D., Union Representation, Union Negotiating Committees.

Shift premium shall be based on overtime rates for overtime hours worked on an afternoon or night shift. If, under this Agreement, an employee elects to receive compensation for such overtime shift hours in the form of compensatory time in lieu of cash payment, the employee shall be paid for the shift premium subsequent to the paycheck covering the pay period in which the overtime shift hours were worked.

1 The value of shift premium shall not be included in determining the value of fringe
2 benefits which are based on pay rate; all such fringe benefits will be based on the
3 straight-time pay rate.

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1 **ARTICLE 32**

2 **TRAVEL EXPENSE REIMBURSEMENT**

3 **Section A. Travel on State Business.**

4 Reimbursement Rates. The Employer agrees to continue the system for
5 establishing, revising, and paying reimbursement for travel, meals, and lodging
6 expenses incurred while traveling on State business in accordance with the
7 Standardized Travel Regulations issued by the Civil Service Commission and the
8 Department of Technology, Management and Budget, except as otherwise
9 specifically delineated in this Agreement. In the event the Civil Service
10 Commission changes reimbursement rates for non-exclusively represented
11 employees, such revised rates shall be applicable to Bargaining Unit members
12 unless mutually agreed otherwise by the Union and the Office of the State
13 Employer.

14 1. Mileage While on Travel Status.

15 a. The approved private car rate shall be the Federal Standard Mileage Rate
16 as determined by the Internal Revenue Service. Changes in this rate shall
17 be effective on the date established by the IRS.

18 b. The rate for use of a non-state owned vehicle when a state vehicle is
19 available shall be set at the rate the DMB Motor Transport Division
20 establishes for its fleet mid-size vehicle.

21 2. Home-to-work Mileage. Reimbursement to the State shall be at the applicable
22 MTD rate, and in accordance with statute.

23 **Section B. Meal Reimbursement Eligibility and Meals Without Charge.**

24 1. Meals While Away From the Work Location.

25 a. Employees on State business who are away from their facility and not
26 provided a meal shall be reimbursed in accordance with the State Travel
27 Regulations as described below. Reimbursement shall be actual expenses
28 up to the maximum amount. Employees shall not be required to attach the

1 receipt for any reimbursed meal to the request, however it remains the
2 employee's responsibility to maintain supporting documentation of actual
3 meal expenses incurred for which reimbursement from the Department
4 was received. Allowances for individual meals will be based on the
5 following schedule:

6 i. Breakfast: When travel commences prior to 6:00 a.m. and extends
7 beyond 8:30 a.m.

8 ii. Lunch: When travel commences prior to 11:30 a.m. and extends
9 beyond 2:00 p.m. or if the employee would have been entitled to a
10 meal without charge under Subsection B.2, had the employee
11 remained at his/her work location, unless provided a meal without
12 charge.

13 iii. Dinner: When travel commences prior to 6:30 p.m. and extends
14 beyond 8:00 p.m.; or if the employee would have been entitled to a
15 meal without charge under Subsection B.2. had the employee
16 remained at his/her work location, unless provided a meal without
17 charge.

18 iv. Midnight Lunch: If work extends beyond Midnight, reimbursed at the
19 lunch rate.

20 b. Employees who are at a location i.e. hospitals/institutions where a meal
21 can be provided and are given the option of consuming a meal do not
22 qualify for meal reimbursement.

23 c. Employees in travel status who return to their work location more than
24 three hours after the end of their regularly scheduled shift will be entitled
25 to reimbursement for the type of meal that is normally consumed at that
26 time of day. Such reimbursement shall be made in accordance with meal
27 rates provided in the Standardized Travel Regulations.

28 2. Meals Without Charge.

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

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

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

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

12 An employee who meets the eligibility standards listed in i. through iii. above,
13 but who is temporarily on assignment at another correctional facility where
14 food services are available, at a time when meals are being served at such
15 other facility, shall be entitled to receive a meal without charge from such
16 other facility upon request.

17 Employees who are entitled to receive a meal under the circumstances
18 described above, but who are unable to receive said meal because the meal
19 was not made available by the facility, with proper verification, shall be
20 allowed to voucher that meal in accordance with this Article.

21 3. In other Departments, the current Departmental practice regarding meals
22 furnished without charge, if any, shall remain in effect.

23 **Section C. Mobilization.**

24 During an official (rather than practice) mobilization, affected employees are
25 entitled to meal expense reimbursement if: (1) they are temporarily reassigned by
26 management outside of their work location; (2) are restricted to the troubled area,
27 and (3) the Employer or others do not furnish meals to the employees free of
28 charge.

- 1 1. Rates. The mobilization meal rate for those employees who are eligible under
2 the provision immediately above shall be five dollars per meal.
- 3 2. Number of Meals. Not more than three meals per day will be reimbursed to an
4 employee. When an eligible employee's work time, on an official mobilization,
5 is:
 - 6 a. Four hours or less, the employee shall be reimbursed for one meal;
 - 7 b. More than four hours but less than eight hours, the employee shall be
8 reimbursed for two meals;
 - 9 c. Eight hours or more, the employee shall be reimbursed for three meals.

10 **Section D. Relocation Expense Reimbursement.**

- 11 1. Relocation for the Benefit of the State (Involuntary Reassignment).
12 Employees who on or after October 1, 1987 meet all the criteria listed in a.
13 through d. shall be eligible for the relocation benefits provided in Subsections
14 2. through 6. below.
 - 15 a. Satisfactorily completed their initial probationary period;
 - 16 b. Have commenced their first work assignment and thereafter are
17 involuntarily reassigned for the benefit of the State to a new work location
18 more than 25 miles away;
 - 19 c. Actually move their residence closer to the new work location; and
 - 20 d. Agree to continue employment at the new work location for a minimum of
21 one calendar year after reassignment.
- 22 2. Temporary Travel Expense. From the effective date of reassignment, the
23 reassigned employee will be allowed meal and lodging expense
24 reimbursement at rates in effect pursuant to Section A. above, for up to 60
25 calendar days at the new work location or until such time as the employee
26 changes residence, whichever is less. In case of hardship in securing or
27 occupying a new residence the Employer may, at its full discretion and as

1 determined on an individual case by case basis, grant an extension of up to
2 60 calendar days, but in no case shall the total period exceed 180 days.

3 Employees returning to their residence at the prior work location during the 60
4 day period (or its extension) will be reimbursed for the lesser of: (1) meals
5 during those days; or (2) mileage charges for a personal car used in such
6 commuting for the actual mileage between the points at the approved private
7 car rate.

8 3. Trip to Secure Housing. A reassigned employee and one additional family
9 member shall be allowed up to three round trips to a new official work location
10 for the purpose of securing housing. Travel, lodging and meals costs will be
11 reimbursed up to a maximum of nine days in accordance with the rates in
12 effect pursuant to Section A. above.

13 4. Moving Time. An eligible employee shall be allowed two days off without loss
14 of pay for completing the move. This Section shall not be construed to relieve
15 the employee from any responsibility to report for work punctually and in a
16 condition ready for work.

17 5. Moving of Household Goods. All reimbursable moves must be made by
18 common carrier or by trailer or truck rented by the employee.

19 a. Common Carrier. The Employer will pay the transportation charges for
20 normal household goods up to a maximum of 14,000 pounds for a move.
21 Charges for weight in excess of 14,000 pounds must be paid directly to
22 the mover by the employee.

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

1 (2) Packing: The Employer will pay up to \$600 for packing and/or
2 unpacking breakables. In addition to the above packing allowances,
3 the Employer will pay the following accessorial charges which are
4 required to facilitate the move: appliance services; piano or organ
5 handling charges; flight, elevator, or distance carrying charges; extra
6 labor charges required to handle heavy items, e.g., pianos, organs,
7 freezers, pool tables, etc. Arrangements for paying any additional
8 packing requirements must be made and paid for by the employee
9 only.

10 (3) Insurance: The carrier will provide insurance against damage up to
11 \$.60 per pound for the total weight of the shipment. The Employer will
12 reimburse the employee for insurance costs not to exceed an
13 additional \$.65 per pound of the total weight of the shipment.

14 (4) En Route Charges: Charges for stopping in transit to load or unload
15 goods and the cost of additional mileage involved to effect a stop in
16 transit shall be paid by the employee. Extra labor required to expedite
17 a shipment at the request of the employee shall be paid by the
18 employee.

19 (5) Mobile Homes: The Employer will pay the reasonable actual moving
20 cost for moving a mobile home if it is the employee's domicile, plus a
21 maximum of \$500 allowance for blocking, unblocking, securing
22 contents or expando units, installing or removal of tires (on wheels) on
23 or off the trailer, removal or replacement of skirting and utility
24 connections will be paid by the Employer when accompanied by
25 receipts. "Actual moving cost" includes only the transportation cost,
26 escort services when required by a governmental unit, special lighting
27 permits, tolls and/or surcharges, but excludes moving or fuel tanks, out
28 buildings, swing sets, etc. that are not secured inside the mobile home.

29 Mobile home liability is limited to damage to the unit caused by the
30 negligence of the carrier, and to contents up to a value of \$500.

1 Additional excess valuation and/or hazard insurance may be
2 purchased from the carrier at the expense of the employee.

3 The repair or replacement of equipment of the trailer, e.g., tires, axles,
4 bearings, lights, etc., is the responsibility of the employee.

5 b. Truck or Trailer: In lieu of a common carrier, the Employer will reimburse
6 the employee for reasonable truck or trailer rental charges, tolls and
7 required surcharges incurred by the employee where the employee moves
8 himself/herself.

9 6. Storage of Household Goods. The Employer will reimburse the employee for
10 storage of household goods, as described in Subsection 5.a.1. above, for a
11 period not in excess of 60 days in connection with a reimbursable move, at
12 either origin or destination, but only when housing is not readily available.

13 7. Relocation for the Benefit of the Employee (Voluntary Transfers). Employees
14 who have accepted a voluntary transfer to initial staffing positions at a newly
15 opened facility more than 25 miles from the prior work location, who actually
16 move their residence closer to the new work location, and who agree to
17 continue employment at the new work location for a minimum of one year
18 after the voluntary transfer, shall be eligible for the relocation reimbursement
19 benefits provided in Subsection D.4 (Moving Time) and Subsection D.5.b.
20 (Truck or Trailer).

21 Notwithstanding any practice to the contrary which may have affected employees
22 in the Bargaining Unit, Article 14, Section K., shall apply.

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ARTICLE 33

**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.

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 for the period of the general emergency, or seven calendar days, whichever is less, to cover their normally scheduled hours of work during the period of closure.

Individual employees of facilities ordered closed may be required to work to perform essential services during the period of closure. When such is the case, these employees 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.

1 An employee who works at a state facility during a declared period of
2 inaccessibility shall be paid his/her regular salary and, if overtime work is
3 required, in accordance with the overtime pay regulations. In addition, such
4 employees shall be granted compensatory time off equal to the number of hours
5 worked during the period of declared inaccessibility.

6 **Section E. Additional Timekeeping Procedures.**

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

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

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

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ARTICLE 34

PRE-SHIFT MEETINGS

Recognizing that pre-shift meetings (line-up) are mutually valuable to the parties in establishing and maintaining a more orderly, disciplined and secure work environment, the Employer may conduct pre-shift meetings. The purpose of such meetings shall be to make job assignments, to impart information about events and incidents occurring during the preceding two shifts, to make adjustments in schedules, to designate riot duty squads, to conduct uniform inspections and to insure the employee is physically fit for duty. The duration of such pre-shift meetings is not normally expected to be less than six nor more than 12 minutes per shift, although for any given shift, the length of such meeting may vary depending upon the subject matter and number of employees involved. Notwithstanding such variability, employees shall be required to report for such pre-shift meeting not more than six minutes prior to the official starting time of the respective shift.

Employees satisfactorily attending the required six minute pre-shift meeting shall be compensated for such satisfactory attendance at the rate of .1 of an hour at overtime (time-and-one-half) rates, but excluding shift differential and other pay premiums.

An employee who attends, but is late for, a pre-shift meeting shall be paid only for the time in attendance, but such payment shall not be considered as excusing such lateness.

Time spent in pre-shift meetings shall be treated as time worked for purposes of calculating daily and biweekly overtime. Payment for such pre-shift meeting attendance may not be taken in the form of compensatory time.

Certain Department of Corrections employees shall be required to attend pre-shift meetings if conducted. Certain categories of employees may be exempted from this requirement, such as work crew personnel, Corrections Officers in community corrections centers, day activity shift personnel, medical and health

1 care personnel, corrections resident representatives, and personnel directed to
2 report for work at a location other than their own facility (e.g., hospital detail). At
3 the sole discretion of the Employer, employees in the exempt categories may or
4 may not be required to attend pre-shift meetings. Such employees who are
5 required to attend pre-shift meetings, shall be paid in accordance with this Article.

6 This Article shall not be construed to require any Department, Agency, institution
7 or facility to initiate pre-shift meetings or, if on the effective date of this
8 Agreement, such meetings are being held, to continue them. The employer
9 expressly reserves the right to determine whether such meetings are to be held,
10 and subject to the above, in what form, as a matter of managerial prerogative.

11 However, and except as provided below, the parties agree that at any Agency,
12 institution or facility which requires Bargaining Unit employees (other than the
13 exempt categories) to attend pre-shift meetings on or after the effective date of
14 this Agreement, such employees shall receive the payment provided for above,
15 even if such pre-shift meetings are discontinued.

16 The parties also agree that, in the event of an Executive Order removing any
17 salary and wage, or "line-up", appropriations from the Department of Corrections,
18 the Department may, in its sole discretion, suspend or terminate all pre-shift
19 meetings for a period to be determined solely by the Department, without any
20 obligation to compensate any Unit employee based upon this Article,
21 commencing on the date of such suspension/termination and continuing for the
22 entire period of such suspension/termination.

23 An employee who calls in up to an hour, but not less than 15 minutes prior to the
24 start of the shift to announce his/her expectations to be absent will be considered
25 to have fulfilled the obligation to call in. A call-in policy/procedure may be
26 established locally to expand this call-in window period.

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ARTICLE 35

DEFERRED COMPENSATION

A qualified 457 and 401(K) tax-sheltered plan shall be made available to employees in this Bargaining Unit, subject to applicable law and federal regulation.

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ARTICLE 36

TUITION REIMBURSEMENT

To the extent that funds have been appropriated specifically for tuition reimbursement, unless otherwise provided in such legislative action, the departmental employers agree to establish a system of tuition reimbursement for all departmental employees. While there is no guarantee, it is the expectation that the allocation of such funds to Security Unit employees will be in approximate proportion to the percentage of total departmental employment accounted for by the Security Unit.

The departmental employer will notify the union, upon request, of the amount of money appropriated and allocated by the department, as well as any change in such allocations.

The administration of the program shall be consistent with the Civil Service Rules and Regulations, except as specifically provided herein, provided that no such reimbursement shall be authorized where departmental employees are on layoff from an occupation for which such academic pursuit is the primary preparation.

Selection among eligible applicants, and proportion of reimbursement, shall be determined by the departmental employer.

Tuition reimbursement shall not be made unless the course pertains to the employee's current occupation (such as criminal justice for corrections officers) or one in which the employer plans to seek candidates.

Procedures to be used for application, approval and verification of successful completion shall be established by departments. A department may require the employee to commit himself/herself to continuing employment with the department for a reasonable period after completion of the courses for which tuition reimbursement has been received. (Equivalency of work time for course work shall be considered reasonable).

1 The provisions of this article shall not apply in those cases where the employer
2 requires the employee to take a course(s) as part of assigned duties.

3 Departmental employers will submit a request for an appropriation for tuition
4 reimbursement unless, in the judgment of the Department, directives or
5 guidelines of the Department of Management and Budget, or other budgetary
6 authority, indicate such a request would be contrary to State policy.

7 The procedure for application for and award of funds for tuition reimbursement
8 for Bargaining Unit members will contain the following elements:

- 9 1. Employees will be non-probationary and will be in satisfactory status at time
10 of the application.
- 11 2. Reimbursement will be approved only for courses completed after ~~January 1,~~
12 2012 the effective date of this Agreement.
- 13 3. Employees shall certify that they are not receiving any other tuition payments,
14 grants or stipends for the course for which reimbursement is requested.
- 15 4. The course must be job related or part of a job related degree program.
- 16 5. Reimbursement will be made after satisfactory completion of the course with
17 a passing grade of at least 2.0 on a 4.0 scale, verified by a certified copy of
18 his/her transcript or original report card.
- 19 6. Employee must verify payment of tuition with an original receipt.
- 20 7. Reimbursement to an employee is limited to the lesser of one course per term
21 or semester or \$250.00, and shall apply only to tuition and shall not apply to
22 such items as fees, books or supplies.
- 23 8. Applications will be processed in the order received, but no payment will be
24 made prior to course completion and required verification.
- 25 9. The number of approvals during any fiscal year will be contingent upon
26 availability of funds.

- 1 10. For Department of Corrections employees the tuition reimbursement form
- 2 shall be completed and mailed to the Demarse Corrections Training Academy |
- 3 for approval and forwarding to the finance section for payment processing.

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ARTICLE 37

PHYSICAL STANDARDS AND FITNESS INCENTIVE PROGRAM

Section A. Standards and Performance.

The parties recognize and subscribe to the proposition that persons who are physically and mentally fit tend to have lower rates of absenteeism and sick leave utilization. Physically and mentally fit employees are also believed to be more capable of adapting to and performing under stressful situations. The parties are committed to achieving the dual objective of reduced absenteeism/sick leave and ability to accommodate to stressful situations. Failure to achieve these objectives leads, each in its own way, to increased employment costs, whether through scheduling or additional overtime.

The parties also recognize that a significant number of Bargaining Unit members will be placed in circumstances (such as subduing and restraining residents, and quelling disturbances) which call for reasonable levels of fitness and endurance.

It has been noted, however, that rates of sick leave utilization need to be reduced; physical conditioning, as noted in numerous auditor general reports, should be standardized and improved; and the number of stress-related disability claims has increased. A physical standards and fitness incentive program is therefore established for Bargaining Unit employees. The program is experimental, and shall be evaluated on the basis of such factors as reductions in sick leave utilization compared to previous years, and overtime cost attributable to absenteeism and sick leave.

Standards of physical fitness and agility shall be established by the departmental employer after consultation with the Union. Such standards shall be related to the superior job performance which Bargaining Unit employees may reasonably be expected to provide. Such standards will be furnished to Bargaining Unit employees and the Union annually.

Performance tests to determine whether employees meet or exceed such physical fitness and agility standards will be conducted by the departmental

1 employer at the departmental or other facilities designated by the Employer. As a
2 pre-condition to taking such test, the employee must certify to the department
3 that he/she has no knowledge of any medical condition that would prevent
4 him/her from safely participating. Eligible employees shall be afforded the
5 opportunity to take such performance tests two times in a fiscal year, if
6 necessary. Performance tests, if taken, shall be taken on the employee's own
7 time.

8 Performance tests and their results shall be formally recorded and shall be
9 certified by the departmental employer or explicitly designated representative.

10 **Section B. Eligibility.**

11 Employees who meet the following criteria shall be eligible to participate in the
12 incentive program provided in this Article.

- 13 1. Satisfactorily completed the initial probationary period on or before October
14 1st of the fiscal year in which the benefit may be earned; and
- 15 2. Are in full pay status in the unit for 2,000 or more hours of service during the
16 fiscal year in which the benefit may be earned; and
- 17 3. In full pay status, on layoff status, or on an approved leave of absence with an
18 established date of return, on September 30 of the fiscal year in which the
19 benefit may have been earned.

20 (Note: Time spent in layoff status and time required to be treated as “full pay
21 status” pursuant to state statutes dealing with injury arising from a prison riot or
22 prisoner or inmate assault, not to exceed 80 hours in a pay period, but not to
23 exceed six pay periods, shall be credited as if it had been in full pay status only
24 for purposes of Subsection 2. above).

25 **Section C. Attendance Incentive Payment.**

26 An employee who is eligible in accordance with Section B. above shall be entitled
27 to an attendance incentive payment in accordance with the table of sick leave
28 utilization provided below:

Employees assigned to 8 or 10-hour shifts

<u>Hours of Sick Leave</u> <u>Utilization in</u> <u>Fiscal Year</u>	<u>Attendance</u> <u>Incentive</u> <u>Payment Amount</u>
No sick leave used	\$400.00
More than zero but not more than 10.0	\$150.00
More than 10.0 but not more than 24.0	\$75.00
More than 24.0.....	No Payment

Employees assigned to 12-hour shifts

<u>Hours of Sick Leave:</u> <u>Utilization in</u> <u>Fiscal Year</u>	<u>Attendance</u> <u>Incentive</u> <u>Payment Amount</u>
<u>No sick leave used</u>	<u>\$400.00</u>
<u>More than zero but not more than 12.0</u>	<u>\$150.00</u>
<u>More than 12.0 but not more than 24.0</u>	<u>\$75.00</u>
<u>More than 24.0.....</u>	<u>No Payment</u>

1 For purposes of this Article, and at the employee's request: up to five days of sick
 2 leave used for each bereavement leave, granted pursuant to Article 29, Section
 3 B. 4. or, up to five days used by the employee to determine whether the
 4 employee is infectious with Tuberculosis, shall be excluded from determining the
 5 employee's sick leave utilization.

6 Sick leave used for an FMLA qualifying purpose may not count against an
 7 employee in determining an employee's eligibility for the incentive payment.

8 **Section D. Physical Incentive Payment.**

9 An employee who is eligible in accordance with Section B. above, and who has
 10 first qualified for an attendance incentive payment as provided in Section C. and
 11 who is certified by the Department in accordance with Section A. above as

1 having successfully met or exceeded, after completion of the probationary period,
2 the performance test standards during the fiscal year, shall be entitled to a lump
3 sum physical fitness incentive payment of \$150.00, except that the amount of the
4 physical incentive payment earned by the eligible employee who has qualified for
5 the maximum attendance incentive payment as provided in Section C. above by
6 using no sick leave in the fiscal year shall be \$300.00.

7 **Section E. Proration.**

8 There shall be no proration of any amounts provided for in this Article.

9 **Section F. Payment Date.**

10 The incentive payment provided for in this Article shall be payable on the first pay
11 date in November ~~4~~ following the fiscal year in which it was earned (e.g., the
12 attendance incentive payment earned in FY ~~0414-105~~ is payable November ~~4,~~
13 ~~2005) 5, 2015, except that if it is determined that such payment may be legally~~
14 ~~deferred until after such date, it shall be payable not later than December 1 of~~
15 ~~such following fiscal year.~~

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ARTICLE 38
ENTIRE AGREEMENT

This Agreement, including its supplements and exhibits attached hereto (if any) concludes all primary level negotiations between the parties during the term hereof and, except as acknowledged herein, satisfies the obligation of the Employer to bargain during the term of this Agreement. MCO 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 which are mandatory subjects of bargaining at both primary and secondary levels and such terms and conditions shall not be altered through the Conference Procedure of the Civil Service Rules and Regulations.

The parties acknowledge that, during the negotiations which preceded this Agreement, each had the right and opportunity to make demands and proposals with respect to any mandatory or permissive subject of bargaining, 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 contractual collective bargaining between the parties during the term hereof, except as provided herein, 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.

Letters of Intent and Understanding entered into between the Employer and the Union prior to Civil Service approval of this Agreement will be honored by both parties and will remain in full force unless altered or replaced by mutual agreement. Any new Letter(s) of Understanding must be approved by the Civil Service Commission.

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ARTICLE 39

DURATION AND TERMINATION OF AGREEMENT

This Agreement shall be effective January ~~15, 2014~~1, 2016 upon Civil Service Commission approval and shall continue in full force and effect until December 31, ~~2015~~2018, except for wages (Article 27 Section A) and Group Insurances (Article 30) which shall be effective from October 1, 2016 through September 30, 2017.

Provisions concerning ~~compensation~~wages (Article 27 Section A) and Group Insurances (Article 30) during fiscal year ~~2016-2017~~2018 shall be opened by either party giving written notice to the other of its intent to bargain such provisions, on or after March 1, 2016 but no later than May 1, 2016. ~~and non-compensation~~

Provisions concerning all other articles and sections effective January 1, 2016 shall be opened by either party giving written notice to the other of its intent to bargain such provisions, on or after March 1, ~~2015~~2018 but no later than May 1, ~~2015~~2018.

In Witness Whereof, the parties hereto have set their hands:

Michigan Corrections Organization State of Michigan

SEIU Local 526M, CTW Office of the State Employer

By: _____ By: _____

Tom Tylutki Marie L. Waalkes

President Director

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2 CIVIL SERVICE COMMISSION APPROVAL, ~~January 15,~~

3 ~~2014~~ _____

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APPENDIX A
EMPLOYING DEPARTMENTS AND AGENCIES WITH CORRESPONDING
LOCAL 526M CHAPTERS

As of October 1, 201~~5~~³

DEPARTMENT OF CORRECTIONS

Correctional Facilities Administration

<u>Agency</u>	<u>Chapter</u>
Alger Correctional Facility	Alger
Baraga Correctional Facility	Baraga
Bellamy Creek Correctional Facility	Bellamy Creek
Earnest G. Brooks Correctional Facility	Brooks
Carson City <u>Correctional Facility</u>	Carson City
Central Michigan Correctional Facility	Central Michigan
Chippewa Correctional Facility	Chippewa
Cooper Street Correctional Facility	Cooper Street
G. Robert Cotton Correctional Facility	Cotton
Charles E. Egeler Reception and Guidance Center	Egeler
Detroit Detention Center	DDC
Detroit Reentry Center	DRC
Gus Harrison Correctional Facility	Adrian
Richard A. Handlon Correctional Facility	MTU
Ionia Correctional Facility	Ionia
Kinross Correctional Facility	Kinross
Lakeland Correctional Facility	Lakeland
Macomb Correctional Facility	Macomb
Marquette Branch Prison	Earl DeMarse
Michigan Reformatory	Michigan Reformatory
Muskegon Correctional Facility	Muskegon

Newberry Correctional Facility	Newberry
Oaks Correctional Facility	Oaks
Ojibway Correctional Facility	Ojibway
Parnall Correctional Facility	Parnall
Pugsley Correctional Facility	Pugsley
Saginaw Correctional Facility	Saginaw
St. Louis Correctional Facility	St Louis
Thumb Correctional Facility	Thumb
West Shoreline Correctional Facility	West Shoreline
Woodland Center Correctional Facility	Woodland
Women’s Huron Valley	Women’s Huron Valley
Special Alternative Incarceration (SAI) Program SAI, Chelsea	SAI
Absconder Recovery Unit	As assigned by MCO Central Office
<u>Lake County Residential Reentry Program</u>	<u>As assigned by MCO Central Office</u>
<u>Field Operations Administration (FOA)</u>	
Lake County Residential Reentry Program	FOA
Metropolitan Region <u>Territory</u>	FOA
Outstate Region <u>Territory</u>	FOA
<u>DEPARTMENT OF COMMUNITY HEALTH AND HUMAN SERVICES</u>	
Center for Forensic Psychiatry, Ann Arbor	Forensic Center

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APPENDIX B

ARTICLE 27— SECURITY UNIT SALARY SCHEDULE—October 1, 2013

Pay Ranges/ Job Codes	Base Minimum	End of 6 Mths	End of 1 Year	End of 18 Mths	End of 2 Years	End of 30 Mths	End of 3 Years	End of 42 Mths	End of 4 Years	End of 54 Mths	End of 5 Years	End of 66 Mths	End of 6 Years	
CO-8	Annual	\$33,408.00	\$34,410.24	\$35,391.60	\$39,901.68	\$40,507.20	\$41,906.16	\$42,616.08	\$43,827.12	-	\$46,499.76	-	\$49,026.24	-
CMO-8	Biweekly	\$1,280.00	\$1,318.40	\$1,356.00	\$1,528.80	\$1,552.00	\$1,605.60	\$1,632.80	\$1,679.20	-	\$1,781.60	-	\$1,878.40	-
FSA-8	Hourly	\$16.00	\$16.48	\$16.95	\$19.11	\$19.40	\$20.07	\$20.41	\$20.99	-	\$22.27	-	\$23.48	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CO-E9	Annual	\$34,702.56	\$35,663.04	\$36,602.64	\$41,238.00	\$41,906.16	\$43,326.00	\$44,474.40	\$45,727.20	-	\$47,794.32	-	\$51,176.88	-
CMO-E9	Biweekly	\$1,329.60	\$1,366.40	\$1,402.40	\$1,580.00	\$1,605.60	\$1,660.00	\$1,704.00	\$1,752.00	-	\$1,831.20	-	\$1,960.80	-
FSA-9	Hourly	\$16.62	\$17.08	\$17.53	\$19.75	\$20.07	\$20.75	\$21.30	\$21.90	-	\$22.89	-	\$24.51	-
SAI-OFF-9										-		-		-
CMUO-E10	Annual	\$35,955.36	\$36,936.72	\$37,918.08	\$42,616.08	-	\$44,829.36	-	\$46,854.72	-	\$50,049.36	-	\$54,308.88	-
CTO-E10	Biweekly	\$1,377.60	\$1,415.20	\$1,452.80	\$1,632.80	-	\$1,717.60	-	\$1,795.20	-	\$1,917.60	-	\$2,080.80	-
FSA-E10	Hourly	\$17.22	\$17.69	\$18.16	\$20.41		\$21.47		\$22.44		\$23.97		\$26.01	
RUO-10														
SAI-OFF-E10														
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CRR-E10	Annual	\$31,549.68	\$37,229.04	\$42,929.28	\$45,727.20		\$48,358.08		\$52,179.12		\$57,002.40			
CSR-E10	Biweekly	\$1,208.80	\$1,426.40	\$1,644.80	\$1,752.00		\$1,852.80		\$1,999.20		\$2,184.00			
	Hourly	\$15.11	\$17.83	\$20.56	\$21.90		\$23.16		\$24.99		\$27.30			

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APPENDIX C-1

TO BE UPDATED TO REFLECT A 1% BASE INCREASE EFFECTIVE OCTOBER 1, 2016 ARTICLE 27-- SECURITY UNIT SALARY SCHEDULE -- OCTOBER 1, 2014

Class/ Level	-	Base Minimum	End-of 6-Mths	End-of 1-Year	End-of 18-Mths	End-of 2-Years	End-of 30-Mths	End-of 3-Years	End-of 42-Mths	End-of 4-Years	End-of 54-Mths	End-of 5-Years	End-of 66-Mths	End-of 6-Years
CO-8	Annual	\$34,076.16	\$35,099.28	\$36,101.52	\$40,695.12	\$41,321.52	\$42,741.36	\$43,472.16	\$44,704.08	-	\$47,439.36	-	\$50,007.60	-
GMO-8	Biweekly	\$1,305.60	\$1,344.80	\$1,383.20	\$1,559.20	\$1,583.20	\$1,637.60	\$1,665.60	\$1,712.80	-	\$1,817.60	-	\$1,916.00	-
FSA-8	Hourly	\$16.32	\$16.81	\$17.29	\$19.49	\$19.79	\$20.47	\$20.82	\$21.41	-	\$22.72	-	\$23.95	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CO-E9	Annual	\$35,391.60	\$36,372.96	\$37,333.44	\$42,073.20	\$42,741.36	\$44,202.96	\$45,372.24	\$46,645.92	-	\$48,754.80	-	\$52,200.00	-
CMO-E9	Biweekly	\$1,356.00	\$1,393.60	\$1,430.40	\$1,612.00	\$1,637.60	\$1,693.60	\$1,738.40	\$1,787.20	-	\$1,868.00	-	\$2,000.00	-
FSA-9	Hourly	\$16.95	\$17.42	\$17.88	\$20.15	\$20.47	\$21.17	\$21.73	\$22.34	-	\$23.35	-	\$25.00	-
SAI OFF 9	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CMUO-E10	Annual	\$36,665.28	\$37,667.52	\$38,669.76	\$43,472.16	-	\$45,727.20	-	\$47,794.32	-	\$51,051.60	-	\$55,394.64	-
CTO-E10	Biweekly	\$1,404.80	\$1,443.20	\$1,481.60	\$1,665.60	-	\$1,752.00	-	\$1,831.20	-	\$1,956.00	-	\$2,122.40	-
FSA-E10	Hourly	\$17.56	\$18.04	\$18.52	\$20.82	-	\$21.90	-	\$22.89	-	\$24.45	-	\$26.53	-
RUO-E10	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SAI OFF E10	-	-	-	-	-	-	-	-	-	-	-	-	-	-
GRR-E10	Annual	\$32,176.08	-	\$37,980.72	-	\$43,785.36	-	\$46,645.92	-	\$49,318.56	-	\$53,223.12	-	\$58,150.80
GSR-E10	Biweekly	\$1,232.80	-	\$1,455.20	-	\$1,677.60	-	\$1,787.20	-	\$1,889.60	-	\$2,039.20	-	\$2,228.00
-	Hourly	\$15.41	-	\$18.19	-	\$20.97	-	\$22.34	-	\$23.62	-	\$25.49	-	\$27.85

CO—NON CAREER	-	Minimum	Maximum
-	Hourly	\$16.95	\$20.00

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APPENDIX C-2B

ARTICLE 27 - SECURITY UNIT SALARY SCHEDULE - OCTOBER 1, 2015

Class / Level		Base Minimum	End of 6 Mths	End of 1 Year	End of 18 Mths	End of 2 Years	End of 30 Mths	End of 3 Years	End of 42 Mths	End of 4 Years	End of 54 Mths	End of 5 Years	End of 66 Mths	End of 6 Years
CO 8	Annual	\$34,765.20	\$35,809.20	\$36,832.32	\$41,509.44	\$42,156.72	\$43,597.44	\$44,349.12	\$45,601.92		\$48,378.96		\$51,009.84	
CMO 8	Biweekly	\$1,332.00	\$1,372.00	\$1,411.20	\$1,590.40	\$1,615.20	\$1,670.40	\$1,699.20	\$1,747.20		\$1,853.60		\$1,954.40	
FSA 8	Hourly	\$16.65	\$17.15	\$17.64	\$19.88	\$20.19	\$20.88	\$21.24	\$21.84		\$23.17		\$24.43	
CO E9	Annual	\$36,101.52	\$37,103.76	\$38,085.12	\$42,908.40	\$43,597.44	\$45,079.92	\$46,270.08	\$47,585.52		\$49,736.16		\$53,244.00	
CMO E9	Biweekly	\$1,383.20	\$1,421.60	\$1,459.20	\$1,644.00	\$1,670.40	\$1,727.20	\$1,772.80	\$1,823.20		\$1,905.60		\$2,040.00	
FSA 9	Hourly	\$17.29	\$17.77	\$18.24	\$20.55	\$20.88	\$21.59	\$22.16	\$22.79		\$23.82		\$25.50	
SAI OFF 9														
CMUO E10	Annual	\$37,396.08	\$38,419.20	\$39,442.32	\$44,349.12		\$46,645.92		\$48,754.80		\$52,074.72		\$56,501.28	
CTO E10	Biweekly	\$1,432.80	\$1,472.00	\$1,511.20	\$1,699.20		\$1,787.20		\$1,868.00		\$1,995.20		\$2,164.80	
FSA E10	Hourly	\$17.91	\$18.40	\$18.89	\$21.24		\$22.34		\$23.35		\$24.94		\$27.06	
RUO E10														
SAI OFF E10														
CRR E10	Annual	\$32,823.36		\$38,732.40		\$44,662.32		\$47,585.52		\$50,299.92		\$54,288.00		\$59,320.08
CSR E10	Biweekly	\$1,257.60		\$1,484.00		\$1,711.20		\$1,823.20		\$1,927.20		\$2,080.00		\$2,272.80
	Hourly	\$15.72		\$18.55		\$21.39		\$22.79		\$24.09		\$26.00		\$28.41

CO - NON CAREER	Hourly	Minimum	Maximum
		\$17.29	\$20.40

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APPENDIX D

ARTICLE 15, PART B—DEPARTMENT OF CORRECTIONS BID ASSIGNMENTS (To be updated prior to CBA printing)

NOTE: The parties agree to initiate all bid assignments negotiated at the local level. If a dispute arises and cannot be settled at the local level, MCO and DOC will meet and attempt to resolve any differences. In addition, changes in bid assignments that may subsequently be negotiated at the local level will be forwarded to MCO and DOC.

Some bid positions may be identified as having specific qualifications or requirements per policy directive or local agreement, which the individual must possess when submitting a bid for the assignment and must maintain to continue holding the assignment.

The bid jobs listed below are for one position unless otherwise indicated.

BID JOBS – ALGER MAXIMUM CORRECTIONAL FACILITY (LMF)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>	<u>Day Activity Shift</u>
Post 5/ECO	Electronic Control Officer	Cedar Unit	None
ECO/Post 5	Control Center Officer	Maple Unit	
Yard One	Yard One	Pine Unit	
Rover One	Rover One	Spruce Unit	
School Officer	School Officer	Yard Officer	
Information Desk Officer	Information Desk Officer		
Cedar Unit	Cedar Unit		
Maple Unit	Maple Unit		
Pine Unit	Pine Unit		
Spruce Unit	Spruce Unit		

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BID JOBS – BARAGA CORRECTIONAL FACILITY (AMF)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>	<u>Day Activity Shift</u>
Yard	Unit 2	Unit 8 West	School Officer
Unit 5	Unit 5	Rover (2)	
Unit 6	Unit 6	Unit 4	
Unit 8 (2)	Unit 7	Unit 5	

Activity Rover (3)	Activity Rover (3)
Information Desk	Yard
	Information Desk

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BID JOBS – BELLAMY CREEK CORRECTIONAL FACILITY (IBC)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>
Housing Unit 1	Housing Unit 1	Housing Unit 1
Housing Unit 5	Housing Unit 2	Housing Unit 2
Housing Unit 6	Housing Unit 3	Housing Unit 8
Housing Unit 8	Housing Unit 4	Yard Officer
Housing Unit 3 -Yard	Housing Unit 7	Yard Rover
Housing 6 - Yard	Housing Unit 8	Dorm – B-Unit
Housing Unit 7 - Yard	Housing Unit 3 -Yard	
School Officer	Housing Unit 4 -Yard	
Health Services*	Housing Unit 5 -Yard	
Property*	Housing Unit 7 -Yard	
Sallyport*	School Officer	
MSI	Tower B	
Court Officer	Property	

2 *These positions on the 6-2 shift will have work hours that fit the activity for the
 3 positions and include prime RDOs.

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BID JOBS – BROOKS CORRECTIONAL FACILITY (LRF)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>
Food Service	Food Service	Fremont Unit
Fremont Unit	Fremont Unit	Bubble
Health Services	Front Desk	Yard (2)
Property Room	Health Services	
Sallyport	School	
Yard (2)	Yard (2)	
Armed Information/Desk Officer		

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BID JOBS – CARSON CITY CORRECTIONAL FACILITY (DRF)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>	<u>Day Activity</u> <u>Shift</u>
Segregation (2)	Segregation (2)	Segregation	Infirmary
400 Unit (2)	400 Unit	400 Unit	
A-Unit	A Unit (2)	A-Unit	
G-Unit	500 Unit	500 Unit	

Close Gate/Tower 2	Close Gate/Tower 2	1200 Unit
East School	East School	Yard Rover East (2)
Yard Rover West (2)	Yard Rover West	Yard Rover West
East Weight Pit	Yard Rover East (2)	
Gym	East Food Service	
	West Food Service	

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BID JOBS – CENTRAL MICHIGAN CORRECTIONAL FACILITY (STF)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>
Yard (4)	Yard (5)	Yard (5)
Gym	Gym	J-Unit
Food Service(2)	School	Q-Unit
K-Unit	K-Unit (2)	G-Unit
Q-Unit	R-Unit	H-Unit
B-Unit	C-Unit	
G-Unit	Food Service	

1

BID JOBS – CHARLES EGELER CORRECTIONAL FACILITY (RGC)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>	<u>Day Activity</u>
			<u>Shift</u>
1 Block (3)	Control Center	Allegiance Secure Unit	DWHC - Clinics
2 Block	Yard		
Control Center	DWHC (4)		
DWHC	Allegiance Secure Unit (2)		
Allegiance Secure Unit (3)			

2

BID JOBS – CHIPPEWA CORRECTIONAL FACILITY (URF)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>	<u>Day Activity Shift</u>
Steamboat (2)*	Steamboat (2)*	Steamboat*	Sallyport
Quarry*	Quarry*	Quarry*	
Round (2)	Round (2)	Round	
Yard 1	Yard 1	Pike	
Yard 4	Yard 4	Yard	
Food Service East	Food Service West	Rover 1	
Food Service West	Programs Building East	Rover 2	
Programs Building East	Programs Building West	A-Unit	
Programs Building West	A Unit	B-Unit	
A Unit	G-Unit		
G Unit	Rover 3		
	Rover 4		

- 1 *May rotate employee from assignment up to two pay periods, twice a year on
- 2 the same shift.

BID JOBS – COOPER STREET CORRECTIONAL FACILITY (JCS)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>
A Unit	B Unit	B Unit
B Unit	F Unit	D Unit
D Unit	G Unit	G Unit
F Unit	I Unit	I Unit
G Unit	J Unit	Yard 20
H Unit	K Unit	Yard 21
I Unit	School Officer	
K Unit	Yard 21	
Sallyport		

BID JOBS – G. ROBERT COTTON CORRECTIONAL FACILITY (JCF)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>
Temporary F Unit	Temporary F Unit	Temporary F Unit
Cotton AB Unit	Cotton AB Unit	Cotton AB Unit
Cotton CD Unit	Cotton CD Unit	Cotton CD Unit

Cotton EF Unit	Cotton EF Unit	Cotton EF Unit
Cotton GH Unit	Cotton GH Unit	Cotton GH Unit
Cotton IJ Unit (2)	Cotton IJ Unit (2)	Cotton IJ Unit
Yard (2)	Yard (2)	Yard (2)
L Unit (2)	L Unit	
School	School	
Infirmary		

1

BID JOBS – DETROIT REENTRY CENTER (DRC)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>	<u>Day Activity Shift</u>
200 Building	200 Building	200 Building	Infirmary
800 Bldg./	800 Bldg./	800 Bldg./	
Segregation (2)	Segregation (2)	Segregation (2)	
200 Bldg./Dialysis	200 Bldg./Dialysis	Rover/Activities	
School/Gym	School/Gym	Yard Control	
Rover/Activities	Yard Control 10		

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BID JOBS – GUS HARRISON CORRECTIONAL FACILITY (ARF)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>	<u>Day Activity</u> <u>Shift</u>
Housing Unit 3	Housing Unit 3	Housing Unit 3	Property
Housing Unit 4	Housing Unit 4	Housing Unit 4	Room
Housing Unit 5	Housing Unit 5	Housing Unit 5	
Housing Unit 4 Yard	Housing Unit 4 Yard	North Yard Rover	
North Yard Rover	North Yard Rover	South Yard Control (2)	
South Yard (2)	South Yard (2)	North Yard Control (2)	
North Infirmary	North Infirmary		
South Infirmary	South Infirmary		
North School	North School		
South School	South School		
South Food Service	South Food Service		
South Info Desk	South Info Desk		
Chapel	Chapel		
Housing Unit 5 Yard	Housing Unit 5 Yard		

2

BID JOBS – RICHARD A. HANDLON MICHIGAN TRAINING UNIT (MTU)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>
Bubble	Bubble	B Unit
E Unit	A Unit	D Unit
F Unit	B Unit	E Unit
Inside Yard (2)	E Unit	F Unit
	F Unit	Inside Yard
	Gym	
	Inside Yard (2)	

3

4

BID JOBS – IONIA CORRECTIONAL FACILITY (ICF)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>	<u>Day Activity</u> <u>Shift</u>
Unit 4	Unit 3	Unit 3	Medical
Unit 5	Unit 5	Unit 4	
Unit 6	Unit 6	Yard 78	
Unit 7	Unit 7	Yard 85	
Yard 78	Yard 78	Yard 86	

Yard 83	Yard 82
Yard 85	Yard 83
Yard 89	Yard 85
Front Desk	Front Desk

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BID JOBS – KINROSS CORRECTIONAL FACILITY (KCF)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>
Segregation (2)	Segregation (2)	Segregation (2)
A Unit (3)	A-2	A-2
C-1	A-3	A-3
Kitchen	A-Unit 2/3 Rover	B-1
Annex	C-1	C-1
Rover 5	Kitchen	D-2
Sallyport (M-F)	Annex	Rover 2
Health Services	Rover 1	Rover 8
Property	Gym Rover	
Vocational School		

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BID JOBS – LAKELAND CORRECTIONAL FACILITY (LCF)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>
Bldg A 1/4	Bldg A 1/4	Bldg A 1/4
Bldg A 2/3	Bldg A 2/3	Bldg A 2/3
Control Center	Yard Unit #14	Control Center
Segregation	Yard Unit #18	Segregation
G Bldg School (M-F)	Control Center	Yard Unit #14
D Bldg School (M-F)	Segregation	Yard Unit #18
Property Room (M-F)	G Bldg School (M-F)	
Sallyport (M-F)		

2

BID JOBS – MACOMB CORRECTIONAL FACILITY (MRF)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>
Information Desk	Information Desk	Segregation
Health Care	Health Care	Yard (2)
Yard (2)	Yard (2)	Housing Unit 6 (2)
Food Service	Food Service	
School	School	
Gym	Gym	
Housing Unit 6 (2)	Housing Unit 6 (2)	

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BID JOBS – MARQUETTE BRANCH PRISON (MBP)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>	<u>Day Activity Shift</u>
Trusty Division (4)	Trusty Division (5)	Trusty Division (5)	Check Station
Brooks Center	Brooks Center	Brooks Center	Big Gate
Quarantine	Yard (2)		Trusty Property
Front Door	TD Rover		
Yard			
TD Rover			

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BID JOBS – MICHIGAN REFORMATORY (RMI)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>	<u>Day Activity Shift</u>
			Sallyport
Infirmary Officer	Infirmary Officer	G Block Officer	Officer

Control Center Clerk	Control Center Clerk	I-1 Officer
Kitchen Officer	Kitchen Officer	J-5 Officer
Yard Officer 1	Yard Officer 1	Yard Officer
Yard Officer 2	Yard Officer 2	Rover Officer
A Ward	I-5 Inside Officer	
Rover Officer 1	Rover Officer 1	
Annex Officer	J Rover Officer	
School Officer	G Block Officer	
Front Desk	Property Officer	

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BID JOBS – MUSKEGON CORRECTIONAL FACILITY (MCF)

<u>6 AM-6 PM</u>	<u>6 PM-6 AM</u>	<u>2 PM-10 PM</u>
School	Segregation	Rover
LTA	Rover (Back 40)	
Segregation	Front Yard	
Food Service	Bubble	
Health Services		
Rover (Back 40)		
Front Yard		

2

3

BID JOBS – NEWBERRY CORRECTIONAL FACILITY (NCF)

<u>6 AM-6 PM</u>	<u>6 PM-6 AM</u>	<u>2 PM-10 PM</u>
Rover 1	Rover 1	Rover C (School)
Rover 7	Rover 2	
Rover 8	ECO/Rover 3	
School	Rover 3/ECO	
Information Desk		

4

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BID JOBS – OAKS CORRECTIONAL FACILITY (ECF)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>	<u>Day Activity</u>
Housing Unit 1	Housing Unit 1	Housing Unit 1	Property Room
Housing Unit 2	Rover 11	Housing Unit 2	
Housing Unit 6	Rover 12/A Tower (2)	Housing Unit 3	
Housing Unit 7	Rover 13	Housing Unit 5	
Rover 11	Rover 14/ C-Tower (2)	Rover 15	

Rover 12 Rover 15
 A Tower/Rover 16 300 Building
 300 Building Health Care*
 Health Care*
 *Prime RDOs
 Unit 14/C-Tower

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BID JOBS – OJIBWAY CORRECTIONAL FACILITY (OCF)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>
Gym/Rover	Gym/Rover	Bubble/Yard 1
Yard 1	Bubble/Gate	Yard 2
Yard 2	Yard 1	B Unit
Rover/Bubble	Rover 1	C Unit
School 1	School	
Rover 3	Visiting Room/Rover	

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 4

BID JOBS – PARNALL CORRECTIONAL FACILITY (SMT)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>
9 Block (2)	9 Block (2)	9 Block
10 Block (2)	10 Block (2)	10 Block
16 Block (2)	16 Block (2)	16 Block
Control Center	Control Center	Yard
Yard	Yard	

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BID JOBS – PUGSLEY CORRECTIONAL FACILITY (MPF)

<u>6 AM-6PM</u>	<u>6 PM-6AM</u>	<u>2 PM-10 PM</u>
Housing Unit 1B	Housing Unit 1B	Rover
Housing Unit 4C/D	Housing Unit 4C/D	
Yard (2)	Yard (2)	
Programs		

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BID JOBS – SAGINAW CORRECTIONAL FACILITY (SRF)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>
Unit 400	Unit 400	Unit 400
Unit 500	Unit 700	Unit 500

Unit 1200	Unit 1200	Unit 1200
Segregation	Segregation	Segregation
School	School	Yard 34
Yard 32	Yard 32	
Tower 2/Yard 33	Yard 37	
Yard 33/Tower 2	Healthcare/Tower 2	
Yard 38	Front Desk	
Sallyport		

1

BID JOBS – ST. LOUIS CORRECTIONAL FACILITY (SLF)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>
Housing Unit 1	Housing Unit 5	Housing Unit 6
Housing Unit 4	Programs Officer – 35	Housing Unit 7
Housing Unit 5	Gym Officer – 26	Yard – 29
Housing Unit 7 – Bubble	A-Rover	Yard – 38
A-Rover	C-Post	Yard – 39
C-Post	Information Desk – 28	
Yard Rover – 29	Yard Rover – 29	
Yard Rover – 30	Yard Rover – 34	
Yard Rover – 33	Yard – 38	
Yard Rover – 34	Yard – 39	
Yard – 40		

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BID JOBS – THUMB CORRECTIONAL FACILITY (TCF)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>
Food Service	Food Service	Rover 20
Control Center	Control Center	Control Center
Bubble	Bubble	
School	School	
Gym	Gym	
Information Desk	Information Desk	
Health Care		
Sallyport		
Property Room		

4

BID JOBS – WEST SHORELINE CORRECTIONAL FACILITY (MTF)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>
Yard (2)	Yard (2)	Yard (2)
Recreation Field	Recreation Field	Clay/Division Unit
School	School	
Apple Unit	Food Service	

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BID JOBS – WOMEN’S HURON VALLEY CORRECTIONAL FACILITY (WHV)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>	<u>Day Activity Shift</u>
Calhoun Acute Housing (2)	Calhoun Acute Housing (2)	Calhoun Acute	Vehicular Sallyport
RTP Emmet A	RTP Emmet A	Emmet RTP	
Kent Infirmary	Kent Infirmary	Infirmary	
Gate West	Gate West	Yard East	
Yard Control West	Yard Control West	Yard West	
Yard Control East	Yard Control East	Housing Unit 1, C Wing	
Arsenal	Arsenal	Housing Unit 1, B Wing	
Housing Unit 1, C Wing (2)	Housing Unit 1, C Wing (2)	Housing Unit 6	
Housing Unit 1, B Wing	Housing Unit 1, B Wing	Housing Unit 9	
Housing Unit 6	Housing Unit 6		
Housing Unit 9 (2)	Housing Unit 9 (2)		
Food Service	Food Service		
Field House	Field House		

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BID JOBS – WOODLAND CORRECTIONAL FACILITY (WCC)

<u>First Shift</u>	<u>Second Shift</u>	<u>Third Shift</u>	<u>Day Activity Shift</u>
Yard 30	Yard 30	Yard 30	Medical officer
Front Desk	Front Desk	Rover 31	
Pod 1 Base	Pod 1 Base	Pod 3 B-wing	
Pod 2 Base	Pod 2 Base	Pod 7 B-wing	
Pod 3 Base	Pod 3 Base	Pod 8 B-wing	
Pod 7 B-Wing	Pod 7 B-Wing	Pod 9 B-wing	
Pod 8 B-Wing	Pod 8 B-Wing		
Rover 35	Rover 35		

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APPENDIX E

Article 15, Part B—DEPARTMENT OF ~~COMMUNITY HEALTH~~HEALTH AND HUMAN SERVICES BID ASSIGNMENTS (To be updated prior to CBA printing)

Bid Jobs - Center for Forensic Psychiatry (CFP)

Transporter*

Security Console

Property Room*

* The hours of work for these positions shall be determined by the Employer.

Note: These bid assignments are effective January 2014, and will remain in effect unless altered through secondary negotiations or by mutual agreement of the parties.

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APPENDIX F

Article 30—State Health Plan PPO—Benefit Chart

Appendix F remains in effect for eligible employees hired prior to April 1, 2010 and covered by the State Health Plan PPO.

State Health Plan (PPO)			
	In-Network	Out-of-Network	
Preventive Services— Limited to \$1500 per calendar year per person			
Health Maintenance Exam - includes chest X-ray, EKG and select lab procedures	Covered-100%, one per calendar year	Not covered	
Annual Gynecological Exam	Covered-100%, one per calendar year	Not covered	
Pap Smear Screening- laboratory services only	Covered-100%, one per calendar year	Not covered	
Well-Baby and Child Care	Covered-100% -6 visits per year through age 4 -2 visits per year, age 2 through 3 -1 visit per year, age 4 through 15	Not covered	
Immunizations (no age limit). Annual flu shot; Hepatitis C screening covered for those at risk	Covered 100%	Not covered	
Fecal Occult Blood Screening	Covered-100%, one per calendar year	Not covered	
Flexible Sigmoidoscopy Exam	Covered 100%	Not covered	

Prostate Specific Antigen (PSA) Screening	Covered 100%, one per calendar year	Not covered	
Preventive Services – Not Subject To Maximum Limit			
Mammography Screening for standard film. Covers digital up to standard film rate.	Covered 100%	Covered 90% after deductible	
	One per calendar year, no age restrictions		
Colonoscopy Exam	Covered 100%	Covered 90% after deductible	
	Beginning at age 50; one every 10 years		
Childhood Immunizations	Covered 100% for children through age 16	Covered 90% after deductible	
Physician Office Services			
Office Visits Effective October 1, 2008	Covered – \$10 co-pay Covered – \$15 co-pay	Covered – 90% after deductible, must be medically necessary	
Outpatient and Home Visits	Covered – 100% after deductible	Covered – 90% after deductible, must be medically necessary	
Office Consultations Effective October 1, 2008	Covered – \$10 co-pay Covered – \$15 co-pay	Covered – 90% after deductible, must be medically necessary	
	In-Network	Out-of-Network	
Emergency Medical Care			
Hospital Emergency Room- approved diagnosis, prudent person rule Effective October 1, 2008	Covered 100% for emergency medical illness or accidental injury Covered – 100%, after a \$50	Covered 100% for emergency medical illness or accidental injury	

	co-pay if not admitted, for emergency medical illness or accidental injury	Covered — 100%, after a \$50 co-pay if not admitted, for emergency medical illness or accidental injury	
Ambulance Services— medically necessary for illness and injury	Covered 100% after deductible	Covered 100% after deductible	
Diagnostic Services			
Laboratory and Pathology Tests	Covered — 100% after deductible	Covered — 90% after deductible	
Diagnostic Tests and X-rays	Covered — 100% after deductible	Covered — 90% after deductible	
Radiation Therapy	Covered — 100% after deductible	Covered — 90% after deductible	
Maternity Services Provided by a Physician			
Pre-Natal and Post-Natal Care	Covered — 100% after deductible	Covered — 90% after deductible	
	Includes care provided by a Certified Nurse Midwife		
Delivery and Nursery Care	Covered — 100% after deductible	Covered — 90% after deductible	
	Includes delivery provided by a Certified Nurse Midwife		
Hospital Care			
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies, and	Covered — 100% after deductible Unlimited Days	Covered — 90% after deductible Unlimited Days	

Blood Storage			
Inpatient Consultations	Covered — 100% after deductible	Covered — 90% after deductible	
Chemotherapy	Covered — 100% after deductible	Covered — 90% after deductible	
Alternatives to Hospital Care			
Skilled Nursing Care	Covered — 100% after in-network deductible		
	120 days per confinement		
Hospice Care	Covered — 100%		
	Limited to the lifetime dollar max. that is adjusted annually by the state		
Home Health Care	Covered — 100% after in-network deductible		
	Unlimited visits		
Surgical Services			
Surgery—includes related surgical services	Covered — 100% after deductible	Covered — 90% after deductible	
Voluntary Sterilization	Covered — 100% after deductible	Covered — 90% after deductible	

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	In-Network	Out-of-Network
Human Organ Transplants		
Specified Organ Transplants – in-designated facilities only – when coordinated through the TPA	Covered – 100% after deductible in-designated facilities only	Covered – 100% after deductible in-designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow – when coordinated through the TPA – specific criteria applies	Covered – 100% after deductible	Covered – 90% after deductible
Kidney, Cornea and Skin	Covered – 100% after deductible	Covered – 90% after deductible
Mental Health Care and Substance Abuse – Covered under non-BCBSM contract		
Inpatient Mental Health	100% up to 365 days per year. Partial Day Hospitalization at 2:1 ratio	50%, up to 365 days per year
Outpatient Mental Health Care	90% of network rates	50% of network rates
Inpatient Alcohol & Chemical Abuse Care	100% up to two 28-day admissions per calendar year, with 60-day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 100%	50% up to two 28-day admissions per calendar year, with 60-day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 50%
Outpatient Alcohol & Chemical Abuse	90% of network rates; Limit \$3,500/year chemical dependency only	50% of network rates; Limit \$3,500/year chemical dependency only
Other Services		
Allergy Testing and Therapy	Covered – 100% after	Covered – 90% after

	deductible	deductible	
Rabies treatment after initial emergency room treatment	Covered — 90% after deductible	Covered — 90% after deductible	
Chiropractic Spinal Manipulation Effective October 1, 2008	Covered — \$10 co-pay Covered — \$15 co-pay	Covered — 90% after deductible	
	Up to 24 visits per calendar year		
Outpatient Physical, Speech and Occupational Therapy			
Facility and Clinic	Covered — 100% after deductible	Covered — 100% after deductible	
Physician's Office -- excludes speech and occupational therapy	Covered — 100% after deductible	Covered — 90% after deductible	
	Up to a combined maximum of 90 visits per calendar year		
Durable Medical Equipment	Covered — 100% of approved charges	Covered 80% of approved charges	
Prosthetic and Orthotic Appliances	Covered — 100% of approved charges	Covered — 80% of approved charges	
Private Duty Nursing	Covered — 90% after in-network deductible		
In-Network		Out-of-Network	
Other Services (cont.)—			
Prescription Drugs	Covered under non-BCBSM contract	Covered under non-BCBSM contract	

Hearing Care Program Effective October 1, 2008	\$10 office visits; more frequent than 36 months if standards met \$15 office visits; more frequent than 36 months if standards met	
Acupuncture Therapy Benefit – Under the supervision of a MD/DO	Covered – 90% after in-network deductible (up to 20 visits annually)	
Weight Loss Benefit	Upon meeting conditions, eligible for a lifetime maximum reimbursement of \$300 for non-medical, weight reduction.	
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300 (Additional wigs covered for children due to growth)	
Deductible, Co-pays and Dollar Maximums		
Deductible Effective January 1, 2009	\$200 per member; \$400 per family \$300 per member; \$600 per family	\$500 per member; \$1,000 per family \$600 per member, \$1200 per family
Co-pays		
Fixed Dollar Co-pays – Do not apply toward deductible Effective October 1, 2008	\$10 for office visits/consultations, Chiropractic \$15 for office visits/consultations, Chiropractic	
Percent Co-pays – MH/SA co-pays do not apply toward deductible – Services without a network are covered at the in-network level	10% for MH/SA outpatient, chiropractic, and private duty nursing	10% for most services; MH/SA at 50%

Annual Dollar Maximums			
Fixed Dollar Co-pays—Do not apply toward out-of-pocket maximum	N/A	None	
Percent Co-pays—MH/SA and private duty nursing co-pays do not apply toward out-of-pocket maximum	\$1,000 per member; \$2,000 per family	\$2,000 per member; \$4,000 per family	
Dollar Maximums	\$5 million lifetime per member for all covered services and as noted above for individual services		

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APPENDIX F-1

~~APPENDIX F-1 REMAINS IN EFFECT FOR ELIGIBLE EMPLOYEES HIRED ON OR AFTER APRIL 1, 2010 AND COVERED BY THE NEW STATE HEALTH PLAN PPO OR NEW HMO PLAN.~~

PREVENTIVE SERVICES

	New State Health Plan PPO "NSHP—PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	-
Health maintenance exam	Covered 100% 1 per year	Not Covered	Covered 100% after \$20 office visit co-payment
Annual gynecological exam	Covered 100% 1 per calendar year	Not Covered	Covered 100% after \$20 office visit co-payment
Pap smear screening— laboratory services only 1	Covered 100% 1 per year	Not Covered	Covered 100% after \$20 office visit co-payment
Well-baby and child care	Covered 100%	Not Covered	Covered 100% after \$20 office visit co-payment
Immunizations, annual flu shot & Hepatitis C screening for those at risk	Covered 100%	Not Covered	Covered 100% after \$20 office visit co-payment
Childhood Immunizations	Covered 100% through age 16	Covered 80%	Covered 100%
Fecal occult blood screening 1	Covered 100%	Not Covered	Covered 100% after \$20 office

			visit co-payment
Flexible sigmoidoscopy 1	Covered 100%	Not Covered	Covered 100% after \$20 office visit co-payment
Prostate specific antigen screening 1	Covered 100% one per year	Not Covered	Covered 100% after \$20 office visit co-payment
Mammography, annual standard film mammography screening (covers digital mammography up to the standard film rate) 1	Covered 100%	Covered 80% after deductible	Check with HMO
Colonoscopy 1	Covered 100%	Covered 80% after deductible	Covered 100% after \$20 office visit co-payment

1 ~~1 American Cancer Society guidelines apply~~

2 ~~Physician Office Services~~

	New State Health Plan PPO "NSHP—PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
-			-
Office visits, consultations and urgent care visits	Covered, \$20 co-pay; deductible not applicable	Covered 80% after deductible	\$20 co-pay
Outpatient and home visits	Covered 90% after deductible	Covered 80% after deductible	\$20 co-pay

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4 ~~Emergency Medical Care~~

	New State Health Plan PPO "NSHP—PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	-
-			
Hospital emergency room for medical emergency or accidental injury	\$200 co-pay if not admitted		\$200 co-pay if not admitted
Ambulance services—medically necessary	Covered 90% after deductible		Covered 100%

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2 Diagnostic Services

	New State Health Plan PPO "NSHP—PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	-
-			
Laboratory and pathology tests	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Diagnostic tests and x-rays	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Radiation therapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100%

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1 ~~Maternity Services~~

2 ~~Includes care by a certified nurse midwife (New State Health Plan PPO only)~~

	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	-
Prenatal and postnatal care	Covered 90% after deductible	Covered 80% after deductible	Office Visit \$20 co-pay
Delivery and nursery care	Covered 90% after deductible	Covered 80% after deductible	Covered 100%

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4 ~~Hospital Care~~

	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	-
Semi-private room, inpatient physician care, general nursing care, hospital services and supplies	Covered 90% after deductible, unlimited days	Covered 80% after deductible, unlimited days	Covered 100% Unlimited days
Inpatient consultations	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Chemotherapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100%

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6 ~~Alternatives to Hospital Care~~

	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	-
Skilled nursing care up to 120 days per confinement	Covered 90% after deductible		Covered 100%

<p>Hospice care</p>	<p>Covered 100% Limited to the lifetime dollar maximum that is adjusted annually by the State</p>	<p>Covered 100%</p>	
<p>Home health care</p>	<p>Covered 90% after deductible, unlimited visits</p>	<p>-Check with your HMO</p>	

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1 ~~Surgical Services~~

	New State Health Plan PPO “NSHP—PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	-
-			
Surgery—includes related surgical services.	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Voluntary sterilization	Covered 90% after deductible	Covered 80% after deductible	Check with your HMO

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3 ~~Human Organ Transplants~~

	New State Health Plan PPO “NSHP—PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	-
-			
Liver, heart, lung, pancreas, and other specified organ transplants	Covered 100% in designated facilities only. Up to \$1 million lifetime maximum for each organ transplant		Covered 100% in designated facilities

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5 ~~Organ and Tissue Transplants~~

	New State Health Plan PPO “NSHP—PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	-
-			
Bone marrow—specific criteria apply	Covered 100% after deductible in designated facilities		Covered 100% in designated facilities
Kidney, cornea, and skin	Covered 90% after deductible in designated facilities	Covered 80% after deductible	Covered 100% subject to medical criteria

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2 ~~Other Services~~

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	-
Allergy testing and injections	Covered 90% after deductible	Covered 80% after deductible	Office visits: \$20 co-pay. Injections: Covered 100%
Acupuncture	Covered 80% after deductible if performed by or under the supervision of a M.D. or D.O.		Check with your HMO

~~Other Services continued...~~

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	-
Rabies treatment after initial emergency room visit	Covered 90% after deductible	Covered 80% after deductible	Office visits: \$20 co-pay. Injections: Covered 100%
Chiropractic/spinal manipulation	\$20 co-pay Up to 24 visits per calendar year	Covered 80% after deductible Up to 24 visits per calendar year	Check with your HMO
Durable medical equipment -Support Program	Covered 100%	Covered 80% of approved amount	Covered
Prosthetic and orthotic appliances -Support Program	Covered 100%	Covered 80% of approved amount	Covered

Private duty nursing	Covered 80% after deductible		-Covered	
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth).		Check with your HMO	
Hearing Care Exam	\$20 co-pay for office visit	Covered 80% after deductible	Check with your HMO	

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2 **Mental Health/Substance Abuse**

	New State Health Plan PPO "NSHP - PPO" Benefits		New HMO Plan "NHMO" Benefits	
	In-network	Out-of-network		
Mental Health Benefits- Inpatient	Covered 100% up to 365 days per year 2	Covered 50% up to 365 days per year	Check with your HMO	
Mental Health Benefits- Outpatient	As necessary 90% of network rates 10% co-pay	As necessary 50% of network rates	Check with your HMO	
Alcohol & Chemical Dependency Benefits- Inpatient	Covered 100% 3 Halfway House 100%	Covered 50% 4 Halfway House 50%	Check with your HMO	
Alcohol & Chemical Dependency Benefits- Outpatient	\$3,500 per calendar year 90% of network rates 10% co-pay 4	\$3,500 per calendar year 50% of network rates	Check with your HMO	

~~2 Inpatient days may be utilized for partial-day hospitalization (PHP) at 2:1 ratio. One inpatient day equals two PHP days.~~
~~3 Up to two 28-day admissions per year. There must be at least 60 days between admissions. Inpatient days may be utilized for intensive outpatient treatment (IOP) at 2:1 ratio. One inpatient day equals two IOP days.~~
~~4 \$3,500 per calendar year limitation pertains to services for chemical dependency only.~~

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~~Prescription Drugs~~

~~Prescription medications for the New State Health Plan PPO are covered under the Participating Pharmacy ID Card Plan administered by BCBSM.~~

~~Prescriptions filled at a participating pharmacy may only be approved for up to a 34-day supply. Employees can still receive a 90-day supply by mail order.~~

~~To check the co-pay for drugs you may be taking, visit BCBSM website at <http://www.bcbsm.com/som> or contact BCBSM at (800) 843-4876. The~~

~~Preferred/Non-preferred list of drugs is updated periodically as new drugs are added.~~

~~The chart below shows the NSHP and NHMO prescription drug member co-pays:~~

Generic	Brand Name Preferred	Brand Name Non-Preferred
Retail \$10	Retail \$30	Retail \$60
Mail Order \$20	Mail Order \$60	Mail Order \$120

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~~Outpatient Physical, Speech, and Occupational Therapy~~

~~Combined maximum of 90 visits per calendar year.~~

	New State Health Plan PPO "NSHP—PPO" Benefits	New HMO Plan "NHMO" Benefits
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-	In-network	Out-of-network	-
Outpatient physical, speech and occupational therapy— facility and clinic services	Covered 90% after deductible	Covered 90% after deductible	Office visit: \$20 co-pay
Outpatient physical therapy—physician’s office	Covered 90% after deductible	Covered 80% after deductible	Office visit: \$20 co-pay

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2 **Deductible, Co-Pays, and Out-of-Pocket Dollar Maximums**

-	New State Health Plan PPO “NSHP – PPO” Benefits		New HMO Plan “NHMO” Benefits
	In-network	Out-of-network	
Deductible	\$400 per member \$800 per family	\$800 per member \$1,600 per family	None
Fixed dollar co-pays	\$20 for office visits, office consultations, urgent care visits, osteopathic manipulations, chiropractic manipulations and medical hearing exams. \$200 for emergency room visits, if not admitted	Not applicable	\$20 for office visits \$200 for emergency room visits, if not admitted
Coinsurance	10% for most services and 20% for private duty nursing and acupuncture	20% for most services. MHSA at 50%	None

Annual out-of-pocket dollar maximums-5	\$1,500 per member \$3,000 per family	\$3,000 per member \$6,000 per family	None	
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1 ~~5 The out-of-pocket limit does not apply to deductibles, fixed dollar co-payments,~~
 2 ~~or private duty nursing co-payments.~~

3 **Premium-Sharing**

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits	
	Employee	State	Employee	State
Premium	20%	80%	15% 6	85% 6

4 ~~6 The State will pay up to 85% of the applicable NHMO total premium, capped at~~
 5 ~~the dollar amount which the State pays for the same coverage code under the~~
 6 ~~NSHP-PPO.~~

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APPENDIX F-2

HEALTH INSURANCE BENEFIT CHART

~~Effective October 12, 2014 this Appendix applies to all eligible employees regardless of the date of hire and replaces Appendix F and Appendix F-1.~~

Preventive Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Health maintenance exam	Covered 100% 1 per year	Not Covered	Covered 100%
Annual gynecological exam	Covered 100% 1 per calendar year	Not Covered	Covered 100%
Pap smear screening – laboratory services only ¹	Covered 100% 1 per year	Not Covered	Covered 100%
Well-baby and child care	Covered 100%	Not Covered	Covered 100%
Immunizations, annual flu shot & Hepatitis C screening for those at risk	Covered 100%	Not Covered	Covered 100%
Childhood Immunizations	Covered 100% through age 16	Covered 80%	Covered 100%
Fecal occult blood screening ¹	Covered 100%	Not Covered	Covered 100%
Flexible sigmoidoscopy ¹	Covered 100%	Not Covered	Covered 100%
Prostate specific antigen screening ¹	Covered 100% one per year	Not Covered	Covered 100%
Mammography, annual standard film mammography screening (covers digital mammography up to the standard film rate) ¹	Covered 100%	Covered 80% after deductible	Covered 100%
Colonoscopy ¹	Covered 100%	Covered 80% after deductible	Covered 100%

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¹ American Cancer Society guidelines apply

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Physician Office Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Office visits, consultations and urgent care visits <u>and telemedicine²</u>	Covered, \$20 co-pay	Covered 80% after deductible	Covered, \$20 co-pay
Outpatient and home visits	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay

Emergency Medical Care	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Hospital emergency room for medical emergency or accidental injury	Covered, \$200 co-pay if not admitted		Covered, \$200 co-pay if not admitted
Ambulance services – medically necessary	Covered, 90% after deductible		Covered, 100% after deductible

Diagnostic Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Laboratory and pathology tests	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Diagnostic tests and x-rays	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Radiation therapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

Maternity Services Includes care by a certified nurse midwife (State Health Plan PPO only)	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Prenatal care	Covered 100%	Covered 80% after deductible	Covered 100%
Postnatal care	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay
Delivery and nursery care	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

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Hospital Care	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Semi-private room, inpatient physician care, general nursing care, hospital services and supplies	Covered 90% after deductible, unlimited days	Covered 80% after deductible, unlimited days	Covered 100% after deductible Unlimited days
Inpatient consultations	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
<u>Self-donated blood storage prior to surgery</u>	<u>Covered 90% after deductible</u>	<u>Covered 80% after deductible</u>	<u>Check with your HMO</u>
Chemotherapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

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Alternatives to Hospital Care	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Skilled nursing care up to 120 days per confinement	Covered 90% after deductible		Covered 100% after deductible
Hospice care	Covered 100% Limited to the lifetime dollar maximum that is adjusted annually by the State		Covered 100% after deductible
Home health care	Covered 90% after deductible, unlimited visits		Check with your HMO

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Surgical Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Surgery—includes related surgical services.	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Male Voluntary sterilization	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Female Voluntary sterilization	Covered 100%	Covered 80% after deductible	Covered 100%

Human Organ and Tissue Transplants	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Liver, heart, lung, pancreas, and other specified organ transplants	Covered 100% In designated facilities only. Up to \$1 million lifetime maximum for each organ transplant		Covered 100% after deductible in designated facilities
Bone marrow—specific criteria apply	Covered 100% after deductible in designated facilities		Covered 100% after deductible in designated facilities

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Kidney, cornea, and skin	Covered 90% after deductible in designated facilities	Covered 80% after deductible	Covered 100% after deductible subject to medical criteria
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Other Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Allergy testing and therapy (non-injection)	Covered 90% after deductible	Covered 80% after deductible	Covered, 100% after deductible.
Allergy injections	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Acupuncture	Covered 80% after deductible if performed by or under the supervision of a M.D. or D.O.		Check with your HMO
Rabies treatment after initial emergency room visit	Covered 90% after deductible	Covered 80% after deductible	Office visits: \$20 co-pay. Injections: Covered 100%
Autism-Spectrum Disorder Applied Behavioral Analysis (ABA) treatment	Covered 90% after deductible	Covered 80% after deductible	Covered, 100% after deductible
Chiropractic/spinal manipulation	Covered, \$20 co-pay Up to 24 visits per calendar year	Covered 80% after deductible Up to 24 visits per calendar year	Check with your HMO
Durable medical equipment	Covered 100%	Covered 80% of approved amount	Covered, check with your HMO
Prosthetic and orthotic appliances	Covered 100%	Covered 80% of approved amount	Covered, check with your HMO
<u>On-line Tobacco Cessation counseling</u>	<u>No charge</u>	<u>Not covered</u>	<u>Covered, check with your HMO</u>
Private duty nursing	Covered 80% after deductible		Check with your HMO
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth).		Check with your HMO
Hearing Care Exam	Covered, \$20 co-pay	Covered 80% after deductible	Check with your HMO

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Mental Health/Substance Abuse	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Mental Health Benefits - Inpatient	Covered 100% up to 365 days per year ³²	Covered 50% up to 365 days per year	Check with your HMO; Inpatient services subject to deductible.
Mental Health Benefits – Outpatient, including Telemedicine²	As necessary 90% of network rates 10% co-pay	As necessary 50% of network rates	Check with your HMO
Alcohol & Chemical Dependency Benefits – Inpatient	Covered 100% ⁴³ Halfway House 100%	Covered 50% ⁴ Halfway House 50%	Check with your HMO; Inpatient services subject to deductible.
Alcohol & Chemical Dependency Benefits - Outpatient	\$3,500 per calendar year 90% of network rates 10% co-pay ⁵⁴	\$3,500 per calendar year 50% of network rates ⁵	Check with your HMO

² Telemedicine benefit is available effective beginning the first full pay period in October 2016.

³² Inpatient days may be utilized for partial day hospitalization (PHP) at 2:1 ratio. One inpatient day equals two PHP days.

⁴³ Up to two 28-day admissions per year. There must be at least 60 days between admissions. Inpatient days may be utilized for intensive outpatient treatment (IOP) at 2:1 ratio. One inpatient day equals two IOP days.

⁵⁴ \$3,500 per calendar year limitation pertains to services for chemical dependency only.

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Prescription Drugs

Prescription medications for the State Health Plan PPO are carved out and administered by a Pharmacy Benefit Manager (PBM).

Prescriptions filled at a participating pharmacy may only be approved for up to a 34-day supply. Employees can still receive a 90-day supply by mail order.

To check the co-pay for drugs you may be taking, visit the Civil Service Commission Employee Benefits Division website at <http://www.michigan.gov/employeebenefits> and select Benefit Plan Administrators.

The chart below shows the SHP and HMO prescription drug member co-pays:

Generic	Brand Name Preferred	Brand Name Non-Preferred
Retail \$10	Retail \$30	Retail \$60
Mail Order \$20	Mail Order \$60	Mail Order \$120

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Outpatient Physical, Speech, and Occupational Therapy Combined maximum of 90 visits per calendar year.	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Outpatient physical, speech and occupational therapy – facility and clinic services	Covered 90% after deductible	Covered 90% after deductible	Covered, \$20 co-pay
Outpatient physical therapy – physician's office	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay

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Deductible, Co-Pays, and Out-of-Pocket Dollar Maximums	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Deductible ⁶⁵	\$400 per member \$800 per family	\$800 per member \$1,600 per family	\$125 per member \$250 per family
Fixed dollar co-pays	\$20 for office visits, office consultations, urgent care visits, osteopathic manipulations, chiropractic manipulations and medical hearing exams. \$200 for emergency room visits, if not admitted	Not applicable	\$20 for office visits \$200 for emergency room visits, if not admitted
Coinsurance	10% for most services and 20% for private duty nursing and acupuncture	20% for most services. MHSA at 50%	None
Annual out-of-pocket dollar maximums ⁷⁶	\$2,000 per member and \$4,000 per family	\$3,000 per member \$6,000 per family	\$2,000 per member and \$4,000 per family

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⁶⁵ Deductible amounts for the SHP – PPO are effective January 1, 2015 and renew annually on a calendar year basis. Deductible amounts for the HMOs are effective October 12, 2014 and renew annually each October with the start of the new plan year.

⁷⁶ Beginning October 12, 2014, in-network deductibles, in-network fixed dollar co-payments and in-network co-insurance all apply toward the out-of-pocket annual limit. In addition, in HMOs, prescription drug co-payments also apply toward the annual out-of-pocket limit. Beginning with the October 2015 plan year, prescription drug co-payments in the SHP PPO also apply to the annual out-of-pocket limit.

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Premium Sharing	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits	
	Employee	State	Employee	State
Premium	20%	80%	15%	85% ⁸⁷

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- 1 ^{8z} The State will pay up to 85% of the applicable HMO total premium, capped at the dollar amount
- 2 which the State pays for the same coverage code under the SHP-PPO.
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APPENDIX G DENTAL CHART

<u>Covered Services</u>	<u>State Dental Plan*</u>		<u>DMO Plan</u>	<u>Preventive Dental Plan**</u>
	<u>PPO</u>	<u>Premier</u>		
<u>Diagnostic Exams and Consultations (2 per year)</u>	<u>Covered 100%</u>	<u>Covered 100%</u>	<u>Covered 100%</u>	<u>Covered 100%</u>
<u>Teeth Cleaning (3 per year, 4 if medically necessary)</u>	<u>Covered 100%</u>	<u>Covered 100%</u>	<u>Covered 100%</u>	<u>Covered 100%</u>
<u>Topical Fluoride(Under age 19)</u>	<u>Covered 100%</u>	<u>Covered 100%</u>	<u>Covered 100%</u>	<u>Covered 100%</u>
<u>Space Maintainers (Under age 14)</u>	<u>Covered 100%</u>	<u>Covered 100%</u>	<u>Covered 100%</u>	<u>Covered 100%</u>
<u>Brush Biopsy</u>	<u>Covered 100%</u>	<u>Covered 100%</u>	<u>N/A</u>	<u>Covered 100%</u>
<u>Radiographs</u>	<u>Covered 100%</u>	<u>Covered 90%</u>	<u>Covered 100%</u>	<u>Covered 100%</u>
<u>Occlusal Guard (once every 5 years)</u>	<u>Covered 100%</u>	<u>Covered 90%</u>	<u>Not covered</u>	<u>Not Covered</u>
<u>Minor Restoratives</u>	<u>Covered 100%</u>	<u>Covered 90%</u>	<u>Covered 100%</u>	<u>Not Covered</u>
<u>Major Restoratives¹</u>	<u>Covered 90%</u>	<u>Covered 90%</u>	<u>Covered 100%</u>	<u>Not Covered</u>
<u>Oral Surgery</u>	<u>Covered 90%</u>	<u>Covered 90%</u>	<u>Covered 100%</u>	<u>Not Covered</u>
<u>Extractions</u>	<u>Covered 100%</u>	<u>Covered 90%</u>	<u>Covered 100%</u>	<u>Not Covered</u>
<u>Endodontics</u>	<u>Covered 100%</u>	<u>Covered 90%</u>	<u>Covered 100%</u>	<u>Not Covered</u>
<u>Periodontics</u>	<u>Covered 100%</u>	<u>Covered 90%</u>	<u>Covered 100%</u>	<u>Not Covered</u>
<u>Cosmetic Bonding (ages 8-19)</u>	<u>Covered 100%</u>	<u>Covered 90%</u>	<u>Not Covered</u>	<u>Not Covered</u>
<u>Prosthodontics</u>	<u>Covered 70%</u>	<u>Covered 50%</u>	<u>Covered 100%</u>	<u>Not Covered</u>
<u>Prosthodontics Repair</u>	<u>Covered 100%</u>	<u>Covered 50%</u>	<u>Covered 100%</u>	<u>Not Covered</u>
<u>Sealants (Under age 14)</u>	<u>Covered 70%</u>	<u>Covered 50%</u>	<u>Covered 100%</u>	<u>Not Covered</u>
<u>Orthodontics</u>	<u>Covered 75%</u>	<u>Covered 60%</u>	<u>Covered 100%</u>	<u>Not Covered</u>

<u>(Up to age 19)</u>				
<u>Orthodontics (19 and over)</u>	<u>Covered 75%</u>	<u>Covered 60%</u>	<u>\$1,250 co-pay</u>	<u>Not Covered</u>

<u>Benefit Maximums</u>	<u>State Dental Plan*</u>		<u>DMO Plan</u>	<u>Preventive Dental Plan</u>
	<u>PPO</u>	<u>Premier</u>		
<u>Annual (12 months beginning on Oct. 1st)</u>	<u>\$1,500</u>	<u>\$1,500</u>	<u>None</u>	<u>None</u>
<u>Lifetime Orthodontics</u>	<u>\$1,500</u>	<u>\$1,500</u>	<u>None</u>	<u>N/A</u>

<u>Premium Sharing</u>	<u>State Dental Plan*</u>		<u>DMO Plan</u>		<u>Preventive Dental Plan</u>	
	<u>Employee</u>	<u>State</u>	<u>Employee</u>	<u>State</u>	<u>Employee</u>	<u>State</u>
<u>Premium***</u>	<u>5%</u>	<u>95%</u>	<u>0%</u>	<u>100%</u>	<u>0%</u>	<u>100%</u>

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Dental Comparison Chart

This benefit summary is a brief explanation only. All plan provisions (including exclusions and limitations) are subject to the specific terms of the State and Preventive Dental Plans and the Group Dental Services Agreement

¹Fixed bridge abutment crowns may be paid at the Major Restorative benefit level if payment for a (single) crown could be made due to the condition of the tooth being restored.

*If you have the State Dental Plan as your dental coverage, the level of coverage is based upon the provider you choose. To verify that a Dentist is a Participating Dentist, contact the third party administrator.

**If you are enrolled in another group dental plan (non-State) and opt to enroll in either the preventive Dental Plan or Waive Dental benefits you will receive a lump-sum rebate established in conjunction with the annual rate-setting process.

***See Article 30 Section A for premium sharing for less than full time employees.

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APPENDIX H VISION CHART

<u>Vision Testing Exam</u>	<u>Participating Providers</u>	<u>Non-Participating Providers</u>
<u>Routine Eye Exam</u>	<u>100% of Third Party Administrator (TPA) Approved Amount</u> <u>Minus \$5.00 co-pay</u>	<u>Reimbursement up to \$34.</u> <u>Minus \$5.00 co-pay (member responsible for any difference)</u>
	<u>Once every 12 months</u>	

<u>Eyeglass Lenses</u> <u>(Glass, plastic, or prism up to 60 mm)</u>	<u>Participating Providers</u>	<u>Non-Participating Providers</u>
<u>Replacement Schedule</u>	<u>Members may obtain one pair of corrective lenses once every 24 months, or once every 12 months if prescription has changed. Members may obtain either eyeglasses or contact lenses but not both.</u>	
<u>Single Vision</u>	<u>100% of TPA Approved Amount</u> <u>Minus \$7.50 co-pay</u>	<u>Reimbursement up to maximum of \$17</u> <u>minus \$7.50 co-pay (member responsible for any cost exceeding the difference)</u>
<u>Bifocal (includes blended)</u>	<u>100% of TPA Approved Amount</u> <u>Minus \$7.50 co-pay</u>	<u>Reimbursement up to maximum of \$30</u> <u>minus \$7.50 co-pay (member responsible for any cost exceeding the difference)</u>
<u>Trifocal</u>	<u>100% of TPA Approved Amount</u> <u>Minus \$7.50 co-pay</u>	<u>Reimbursement up to maximum of \$43</u> <u>minus \$7.50 co-pay (member responsible for any difference)</u>
<u>Special Lenses</u>	<u>100% of TPA Approved Amount</u> <u>Minus \$7.50 co-pay</u>	<u>Not covered</u>
<u>Progressive Lens (Standard)</u>	<u>100% of TPA Approved Amount minus</u> <u>\$7.50 co-pay</u>	<u>\$30 minus \$7.50 co-pay (member responsible for any difference)</u>
<u>Rose Tint #1 and #2</u>	<u>100% of TPA Approved Amount minus</u> <u>\$7.50 co-pay</u>	<u>Not covered</u>

<u>Frames</u>	<u>Participating Providers</u>	<u>Non-Participating Providers</u>
<u>Eyeglass Frames</u>	<u>\$100 Allowance is applied toward frames (member responsible for any cost exceeding the allowance)</u> <u>Minus \$7.50 co-pay (one co-pay applies to both frames and lenses)</u>	<u>Maximum of \$14.75</u> <u>No co-pay</u>
	<u>Once every 24 months, or once every 12 months if prescription has changed</u>	

<u>Contact Lenses</u>	<u>Participating Providers</u>	<u>Non-Participating Providers</u>
<u>Medically Necessary</u>	<u>100% of the TPA approved amount</u> <u>Includes contact lens fitting and suitability exam</u> <u>Minus \$7.50 co-pay</u>	<u>Maximum of \$210 Allowance per pair.</u> <u>Minus \$7.50 co-pay (member responsible for any cost exceeding the allowance).</u>
<u>Cosmetic; not medically necessary</u>	<u>Up to \$130 Allowance (member responsible for any cost exceeding the allowance).</u> <u>Includes contact lens fitting and suitability exam.</u> <u>No co-pay</u>	<u>Maximum of \$100 Allowance (member responsible for any cost exceeding the allowance)</u> <u>No co-pay</u>

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<u>VDT/CRT or Computer Glasses</u>	<u>Participating Providers</u>	<u>Non-Participating Providers</u>
<u>Per pair of glasses</u>	<u>Once every 24 months, or once every 12 months if prescription has changed. Only covered if prescription is in addition to, and different from prescribed everyday eyewear.</u>	
<u>Eye Exam</u>	<u>Initial eye exam covered if within 12 months of routine eye exam, and is not subject to co-pay. Subsequent evaluation included with routine eye exam.</u>	
<u>Single Vision, Plastic</u>	<u>100% of TPA Approved Amount</u>	<u>Up to \$17 Allowance, (member responsible for any cost exceeding the allowance)</u>
<u>Bifocal (includes blended)</u>	<u>100% of TPA Approved Amount</u>	<u>Up to \$30 Allowance, (member responsible for any cost exceeding the allowance)</u>
<u>Trifocal</u>	<u>100% of TPA Approved Amount</u>	<u>Up to \$43 Allowance, (member responsible for any cost exceeding the allowance)</u>
<u>Progressive Lens (Standard)</u>	<u>100% of TPA Approved Amount</u>	<u>Up to \$30 Allowance (member responsible for any cost exceeding the allowance)</u>
<u>Special Lenses</u>	<u>100% of TPA Approved Amount</u>	<u>Not covered</u>
<u>Tint (Up to #2)</u>	<u>100% of TPA Approved Amount</u>	<u>Not covered</u>
<u>Eyeglass Frames</u>	<u>\$100 Allowance (member responsible for any cost exceeding the allowance)</u>	<u>Up to 38.25 Allowance (member responsible for any cost exceeding the allowance)</u>

		<u>allowance)</u>	
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<u>Safety Eye-wear</u>	<u>Participating Providers</u>	<u>Non-Participating Providers</u>	
<u>Replacement Schedule</u>	<u>Members may obtain one pair of corrective lenses once every 24 months, or once every 12 months if prescription has changed. Members may obtain either eyeglasses or contact lenses but not both.</u>		
<u>Single Vision</u>	<u>100% of TPA Approved Amount</u>	<u>Not covered</u>	
<u>Bifocal (includes blended)</u>	<u>100% of TPA Approved Amount</u>	<u>Not covered</u>	
<u>Trifocal</u>	<u>100% of TPA Approved Amount</u>	<u>Not covered</u>	
<u>Special Lenses</u>	<u>100% of TPA Approved Amount</u>	<u>Not covered</u>	
<u>Progressive Lenses (Standard)</u>	<u>100% of TPA Approved Amount</u>	<u>Not covered</u>	
<u>Eyeglass Frames</u>	<u>Up to \$65 Allowance (member responsible for any cost exceeding the allowance)</u>	<u>Not covered</u>	
<u>Rose Tint #1 and #2</u>	<u>100% of TPA Approved Amount</u>	<u>Not covered</u>	

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APPENDIX G

Article 30

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

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

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

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

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

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RULES FOR NETWORK USE

~~Effective October 12, 2014 see Appendix F-2 for Member Costs.~~

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

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

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

~~SHP PPO Member costs associated within In-network or Out-of-Network use (for eligible employees hired prior to April 1, 2010 and covered by the SHP PPO)~~

	In-Network	Out-Of-Network
Deductible	\$200/Individual	\$500/Individual
	\$400/Family	\$1,000/Family
Effective 1-1-09	\$300/Individual	\$600/Individual
	\$600/Family	\$1,200/Family
Co-Payments	Office Visits \$10	Most Services 10%
Effective 10-1-08	Office Visits \$15	
	Services 0% Or 10%	(See 2. Below)
	Emergency 0%;	

Effective 10-1-08	Emergency room visit	Emergency room visit
	\$50 co-pay if not admitted	\$50 co-pay if not admitted
Preventive services	covered at 100%	not covered
	limited to \$1500 per	
	calendar year per	
	Person	
Out-of-pocket	\$1,000/individual	\$2,000/individual
maximum		
	\$2,000/family	\$4,000/family

1 ~~NSHP PPO Member Costs Associated within In-Network or Out-of-Network~~
 2 ~~Use (for eligible employees hired on or after April 1, 2010 and covered by~~
 3 ~~the NSHP PPO).~~

	In-Network	Out-of-Network
Deductible	\$400/individual	\$800/individual
	\$800/family	\$1,600/family
Copayments	Office Visits \$20	Most services 20%
	Services 0% or 10%	
	Emergency \$200 co-pay if not admitted	

Preventive Services	Covered at 100%	Not covered
Out-of-Pocket Maximum	\$1,500/individual \$3,000/family	\$3,000/individual \$6,000/family

- 1 ~~1. If a member has access to the network, the member receives benefits at the~~
 2 ~~in-network level when a network provider is used. The member is responsible for~~
 3 ~~the in-network deductible (if any) and co-payment (if any). If a network provider~~
 4 ~~refers the member to an out-of-network SCP the member continues to pay in-~~
 5 ~~network expenses.~~

- 6 ~~2. If a member has access to the network, the member receives benefits at the~~
 7 ~~out-of-network level when a non-network provider is used. The member is~~
 8 ~~responsible for the out-of-network deductible (if any), and co-payment (if any).~~

- 9 ~~• If the non-network provider is a Blues' participating provider, the provider will~~
 10 ~~accept the Blues' payment as payment in full. The member is responsible for the~~
 11 ~~out-of-network deductible and co-payment. The member will not, however, be~~
 12 ~~balance billed.~~

- 13 ~~• If the non-network provider is not a Blues' participating provider, the provider~~
 14 ~~does not accept Blues' payment as payment in full. The member is responsible~~
 15 ~~for the out-of-network deductible and co-payment. The member may also be~~
 16 ~~balance billed by the provider for all amounts in excess of the Blues' approved~~
 17 ~~payment amount.~~

- 18 ~~— When a member has access to the network and chooses to use an out-of-~~
 19 ~~network provider, amounts paid toward the out-of-network deductible, co-~~
 20 ~~payment or out-of-pocket maximum cannot be used to satisfy the in-network~~
 21 ~~deductible, co-payments or out-of-pocket maximum.~~

1 ~~3. If a member does not have access to the network as provided above, the~~
2 ~~member will be treated as in-network for all benefits. The member will be~~
3 ~~responsible for the in-network deductible (if any) and co-payment (if any).~~

4 ~~4. If a member does not have access to the network but then additional~~
5 ~~providers join the network so that the member would now be considered in-~~
6 ~~network, the member will be notified and given a reasonable amount of time in~~
7 ~~which to seek care from an in-network provider. Care received from a non-~~
8 ~~network provider after that grace period will be considered out-of-network and the~~
9 ~~out-of-network deductibles, co-payments and out-of-pocket maximums will apply.~~

10 ~~If a member is undergoing a course of treatment at the time he becomes in-~~
11 ~~network, the in-network rules will continue for that course of treatment only~~
12 ~~pursuant to the PPO standard transition policy. Once the course of treatment has~~
13 ~~been finished, the member must use an in-network provider or be governed by~~
14 ~~the out-of-network rules.~~

15 ~~If a member is under a course of treatment on January 1, 2003 when the new~~
16 ~~State Health Plan is implemented, the member will be treated as in-network until~~
17 ~~the course of treatment is concluded pursuant to the PPO standard transition~~
18 ~~policy. After that, the level of benefits will be governed by the in/out-of-network~~
19 ~~rules of the new State Health Plan.~~

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LETTER OF AGREEMENT #1

Pre-Scheduled Transportation Runs—Department of Corrections

The parties agree that when there is a pre-scheduled transportation run outside of the Corrections Transportation Officers' (CTOs) normal work hours, of which facility management is aware at least twenty-four (24) hours prior to the run, and facility management knows that overtime is needed on the same day as the scheduled run, the run will first be offered to CTOs from that facility. If they do not accept the offer of overtime, the facility will utilize the regular, voluntary overtime equalization, beginning with the A list.

In complexes with transportation cadres, the offer of overtime will be made to the CTOs assigned to facilities within the complex cadre.

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LETTER OF AGREEMENT #2

ARTICLE 28—ANNUAL LEAVE DONATION

The parties agree that having a uniform process for donation and receipt of annual leave across State government would increase efficiency and understanding of the procedure.

Following approval of this Agreement, the parties agree to address this issue in the Labor/Management Health Care Committee forum(s) to attempt to remove inconsistencies in the processes and draft a uniform procedure.

Proper subjects to be addressed at this meeting include, but are not limited to:

- Conditions under which leave can be received and
- Conditions under which leave can be donated, and
- The procedure for making such a request.

Any changes that would modify the Collective Bargaining Agreement would be implemented in a separate Letter of Understanding that would be submitted to the Civil Service Commission for approval.

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LETTER OF INTENT #1

Corrections Transportation Officers

Upon the request of the Central Office of MCO, or from the MDOC, the parties shall meet and discuss issues affecting the CTO classification. The subject matter of such meeting(s) shall include, but shall not be limited to, physical fitness standards, scheduling, overtime, the process for filing grievances and other issues unique to the classification.

All CTOs shall continue to have responsibility state-wide; however, the department shall assign each CTO to a specific work location.

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LETTER OF INTENT #2

Pay Statements

The parties agree that where the Employer provides computers for access by bargaining unit employees, printers will be available in the same location. The equipment shall enable employee access to HRMN Self Service and department intranet sites where such sites are available.

In consideration of the above, the parties agree that the Employer may discontinue mailing of paper earnings statements effective January 1, 2008.

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LETTER OF INTENT #3

**ARTICLE 9, SECTION C. GRIEVANCE PROCEDURE FOR CORRECTIONS
TRANSPORTATION OFFICER (CTOS) IN CORRECTIONAL FACILITIES
ADMINISTRATION (CFA)**

The Step 1 designee for CFA CTOs is the Operations Division Administrator. Grievances may be filed there directly by the CTO, or a facility human resources office will assist the CTOs by faxing grievances to the Operations Division.

Grievance answers will be sent to the grievant, the designated Chapter Union Representative and the MCO Central Office.

The parties may mutually agree to changes in this procedure.

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LETTER OF UNDERSTANDING #1

COMMERCIAL DRIVER LICENSE

The parties agree that under Act 346 of 1988 certain Unit employees may be required to obtain and retain a Commercial Driver License (CDL) to continue to perform certain duties for the State.

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

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

1. The Employer will reimburse the cost of the required CDL Group License and Endorsements for those employees in positions where such license and endorsements are required.
2. The Employer will reimburse, on a one-time basis, the fee for the skills test, if required, provided the skills test is not being required because of the employee's poor driving record. In that case, the employee is responsible for the cost of the skills test. Where a skills test is required, the employee will be permitted to utilize the appropriate state vehicle.
3. Employees shall be eligible for one grant of administrative leave to take the test to obtain or renew the CDL. Should the employee fail the test initially, the employee shall complete the necessary requirements on non-work time.
4. Employees reassigned to a position requiring a CDL shall be eligible for reimbursement and administrative leave in accordance with paragraphs 1, 2 and 3 above.
5. Employees desiring to transfer, promote, bump, or be recalled to a position requiring a CDL are not eligible for reimbursement or administrative leave for obtaining the initial CDL, but shall be eligible for reimbursement for renewal.

1 6. Employees who fail to obtain, or retain, a required CDL may be subject to
2 removal from their positions. Employees who fail required tests may seek a
3 90-day extension of their current license, during which the Employer will
4 retain the employee in their current, or equivalent position. The Employer
5 shall not be responsible for any fees associated with such extensions. At the
6 end of the 90-day extension, if the employee fails to pass all required tests,
7 the employee may be reassigned at the Employer's discretion, in accordance
8 with applicable contract provisions, to an available position for which the
9 employee is qualified (but not requiring a CDL), or, if no position is available,
10 the employee will be laid off without bumping rights and will be placed on the
11 departmental recall list, subject to recall in accordance with the Agreement.
12 Those employees not choosing to extend their license for the 90-day period
13 will be removed from their positions at the expiration of their current license
14 and may be reassigned at the Employer's discretion, in accordance with
15 applicable contract provisions, to an available position not requiring a CDL for
16 which the employee qualifies, or, if no position is available, they will be laid off
17 without bumping rights and will be placed on the departmental recall list.

18 7. Employees required to obtain a medical certification of fitness shall have the
19 "Examination To Determine Physical Condition of Drivers" form filed in their
20 medical files. A copy of the Medical "Examiners Certificate" shall be filed in
21 their personnel files. The Employer agrees to pay for the examination and to
22 grant administrative leave for the time necessary to complete the
23 examination.

24 This Letter of Understanding shall not apply to non-employees who may be
25 required to have the CDL as a condition of employment, nor to employees whose
26 license is suspended or revoked.

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LETTER OF UNDERSTANDING #2

Light Duty Assignments—Working Out of Class—Limited Term Appointments

The following statements represent a letter of understanding between MCO and the MDOC:

1. MCO Bargaining Unit members working light-duty assignments shall not be permitted to work overtime until they have provided a release from their doctor stating they are able to return to full duty and perform the full function of their classification. At that time they shall be credited with the number of hours prior to being placed on light duty status. If the period of light duty extends into another quarter, then the employee shall be credited with zero hours.
2. MCO Bargaining Unit members in working out of class outside the Bargaining Unit (acting sergeant, arum, etc.) positions shall remain in the annual leave book (except for the period they are “acting”) and retain their RDOs and shift for up to one year. However they will not be permitted to work overtime in the Bargaining Unit. Once they have vacated the “acting” position they shall be credited with the highest number of hours on their shift and RDO group on the OEL at that time. MCO Bargaining Unit members in acting positions shall be bypassed for bid jobs, prime RDOs and shift transfers during the time they are “acting” if they are unable to fill the position within 21 calendar days. They are eligible to remain on such lists for up to one year.
3. MCO Bargaining Unit members in “limited term” Non-bargaining Unit positions shall lose their Bargaining Unit RDOs and shall be removed from the OEL and the annual leave book for the period of the “limited term” appointment.

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LETTER OF UNDERSTANDING #3

IMPLEMENTATION OF THE FEDERAL FAMILY AND MEDICAL LEAVE ACT

Except as otherwise provided by specific further agreement between the Michigan Corrections Organization and the Office of the State Employer, the following provisions reflect the parties' agreement on implementation of the rights and obligations of employees and the Employer under the terms of the Family and Medical Leave Act ("FMLA" or "ACT") as may be amended and its implementing Regulations, as may be amended, which took effect for the Security Unit on April 6, 1995.

When an employee takes leave which meets the criteria of FMLA leave, the employee may request to designate the leave as FMLA leave or the Employer may designate such leave as FMLA leave. This applies when the employee requests an unpaid leave or is using applicable leave credits.

1. Employee Rights. Rights provided to employees under the terms of the collective bargaining agreement are not intended to be diminished by this Letter of Understanding. Contractually guaranteed leaves of absence shall not be reduced by virtue of implementation of the provisions of the Act.
2. Employer Rights. The rights vested in the Employer under the Act must be exercised in accordance with the Act unless modified by the provisions of the collective bargaining agreement.
3. Computation of the "twelve month period". The parties agree that an eligible employee is entitled to a total of 12 work weeks of FMLA leave during the 12 month period beginning on the first date the employee's parental, family care, or medical leave is taken; the next 12 month period begins the first time such leave is taken after completion of any 12 month period.
4. Qualifying Purpose. The Act provides for leave with pay using applicable leave credits or without pay for a total of 12 work weeks during a 12 month period for one or more of the following reasons:

- 1 a. Because of the birth of a son or daughter of the employee and in order to
2 care for such son or daughter ("parental leave");
- 3 b. Because of the placement of a son or daughter with the employee for
4 adoption or foster care ("parental leave");
- 5 c. In order to care for the spouse, son, daughter, or parent of the employee,
6 if such spouse, son, daughter or parent has a serious health condition as
7 defined in the Act ("family care leave");
- 8 d. Because of the employee's own serious health condition, as defined in the
9 Act, that makes the employee unable to perform the functions of the
10 position of the employee ("medical leave").
- 11 e. Because of certain military family leaves related to a qualifying exigency
12 resulting from a call to active military duty, and care needs resulting from
13 serious injury or illness incurred during active duty.
- 14 5. Information to the Employer. In accordance with the Act, the employee, or the
15 employee's spokesperson if the employee is unable to do so personally, shall
16 provide information for qualifying purposes to the Employer.
- 17 6. Department of Labor Final Regulations and Court Decisions. The parties
18 recognize that the U. S. Department of Labor has issued its final regulations
19 implementing the Act effective January 16, 2009. However, the Employer may
20 make changes necessitated by any amendments to the Act and regulations or
21 subsequent court decisions. The Employer shall provide timely notice to the
22 Union and opportunity for the Union to meet to discuss the planned changes.
23 Such discussions shall not serve to delay implementation of any changes
24 mandated by law.
- 25 7. Complaints. Employee complaints alleging that the Employer has violated
26 rights conferred upon the employee by the FMLA are not grievances under
27 the collective bargaining agreement between the Union and the Employer.
28 Any such complaints may be filed by an employee directly with the

1 employee's Appointing Authority or to the U.S. Department of Labor. The
2 Union may, but is not obligated to, assist the employee in resolving the
3 employee's complaint with the employee's Appointing Authority. Complaints
4 involving the application or interpretation of the FMLA or its Regulations shall
5 not be subject to arbitration under the collective bargaining agreement.

6 8. Eligible Employee. For purposes of FMLA, Family Care Leave, an eligible
7 employee is an employee who has been employed by the Employer for at
8 least 12 months and has worked at least 1,250 hours in the previous 12
9 months. An employee's eligibility for a contractual leave of absence remains
10 unaffected by this Letter of Understanding; however, such contractual leave
11 of absence will count towards the employee's FMLA Leave entitlement after
12 the employee has been employed by the Employer for at least 12 months,
13 and has worked 1,250 hours during the previous twelve month period.

14 Where the term "employee" is used in this Letter of Understanding, it means,
15 "eligible employee". For purposes of FMLA leave eligibility, "employed by the
16 Employer" means "employed by the State of Michigan in the state classified
17 service".

18 9. 12 Work Weeks During a 12 Month Period. An eligible employee is entitled
19 under the Act to a combined total of 12 work weeks of FMLA leave during a
20 12 month period.

21 10. General Provisions.

22 a. Time off from work for a qualifying purpose under the Act ("FMLA Leave")
23 will count towards the employee's unpaid leave of absence guarantees as
24 provided by the collective bargaining agreement. Time off for Family Care
25 Leave will be as provided under the Act.

26 b. Employees may request and shall be allowed to use accrued annual leave
27 to substitute for any unpaid FMLA leave. Such use of accrued annual
28 leave to substitute for any unpaid FMLA leave shall not be counted as an
29 "annual leave slot taken" in administering the Annual Leave Formula

1 unless the employee had previously reserved the time in the vacation
2 book.

3 c. The employee may request or the Employer may require the employee to
4 use accrued sick leave to substitute for unpaid FMLA leave for the
5 employee's own serious health condition or serious health condition of the
6 employee's spouse, child, or parent.

7 d. The Employer may temporarily reassign the employee to an alternative
8 position at the same classification and level in accordance with an
9 applicable collective bargaining agreement provision when it is necessary
10 to accommodate the employee's intermittent leave or reduced work
11 schedule in accordance with the Act. Such temporary reassignment may
12 occur when the intermittent leave or reduced work schedule is intended to
13 last longer than a total of ten work days, whether consecutive or
14 cumulative. Whenever possible, the Employer shall make reasonable
15 efforts to reassign the employee within the employee's current work
16 location. For purposes of Layoff and Recall, the employee shall be
17 considered to be in the layoff unit applicable to the employee's permanent
18 position. Upon completion of an FMLA leave, the employee shall be
19 returned to the employee's original position as soon as practicable and in
20 accordance with the Act.

21 e. Second or third medical opinions, at the Employer's expense, may be
22 required from health care providers where the leave is designated as
23 counting against an employee's FMLA leave entitlement, but only in
24 accordance with the Act.

25 f. Return to work from an FMLA leave will be in accordance with the
26 provisions of the Act and any applicable collective bargaining agreement.

27 11. Insurance Continuation. Health Plan benefits will continue in accordance with
28 the Act provided, however, that contractually established health plan benefits
29 shall not be diminished by this provision.

1 12.Medical Leave. Up to 12 work weeks of paid or unpaid medical leave during a
2 12 month period, granted pursuant to the collective bargaining agreement,
3 may count towards an eligible employee's FMLA leave entitlement.

4 13.Annual Leave. When an employee requests to use annual or personal leave
5 and it is determined, based on information provided to the Employer in
6 accordance with the Act that the time is for a qualifying purpose under the
7 Act, the Employer may designate the time as FMLA Leave and it will be
8 counted against the employee's 12 work weeks FMLA Leave entitlement if the
9 time is either:

10 a. To substitute for an unpaid intermittent or reduced work schedule; or

11 b. When the absence from work is intended to be for five or more work days.

12 14.Sick Leave. An employee may request or the Employer may require the
13 employee to use sick leave to substitute for unpaid leave taken for a
14 qualifying purpose under the Act. Contractual requirements that employees
15 exhaust sick leave before a personal medical leave of absence commences
16 shall continue. In addition, an employee will be required to exhaust sick leave
17 credits down to eighty (80) hours before a FMLA Family Care leave
18 commences. If it is determined, based on information provided to the
19 Employer in accordance with the Act that the time is for a qualifying purpose
20 under the Act, the Employer may designate the time as FMLA leave and it will
21 be counted against the employee's 12 work weeks FMLA leave entitlement if
22 the time is either:

23 a. To substitute for an unpaid intermittent or reduced work schedule; or

24 b. When the absence from work is intended to be for five or more work days.

25 Annual leave used in lieu of sick leave may be likewise counted.

26 15.Parental Leave. Except as specifically provided herein, contractual parental
27 leave guarantees are unaffected by implementation of FMLA. An employee's
28 entitlement to parental leave will expire and must conclude within 12 months

1 after the birth, adoption, or foster care placement of a child. However, in
2 accordance with the Act, an eligible employee is only entitled to up to a total
3 of 12 work weeks of leave for foster care placement of a child. Up to 12 work
4 weeks of leave will be counted towards the FMLA leave entitlement. An
5 employee may request to substitute annual or personal leave for any portion
6 of the unpaid parental leave. Intermittent or reduced work schedules may only
7 be taken with the Employer's approval.

8 16. Light Duty. In accordance with the Act, if an employee voluntarily accepts a
9 light duty assignment in lieu of continuing on FMLA leave, the employee's
10 right under the Act to be restored to the same or an equivalent position
11 continues only until a total of 12 weeks, including the time in the light duty job,
12 has passed.

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LETTER OF UNDERSTANDING #4
IMPLEMENTING THE FEDERAL OMNIBUS TRANSPORTATION EMPLOYEE
TESTING ACT & REGULATIONS

The parties acknowledge that the Omnibus Transportation Employee Testing Act of 1991 ("Act"), which became effective for the State of Michigan and its employees on January 1, 1995, requires that covered employees submit to testing for alcohol and controlled substances under the circumstances provided in the implementing regulations. The parties also acknowledge that the Employer is required to conduct alcohol and controlled substance testing of employees who occupy safety sensitive positions (as defined in the Act and implementing regulations) in accordance with the criteria and procedures provided in the Act and implementing regulations, and in all other respects comply with the Act and implementing regulations.

The Employer will furnish to MCO by January 30th of each year the names and work locations of bargaining unit employees who, on or about the beginning of that calendar year, are covered by the Omnibus Transportation Employee Testing Act, and the type(s) of vehicle(s) each employee may be required to drive.

The Employer will provide to the Union identification of the testing laboratory(ies), collection sites, and the contractor in charge of the overall testing procedure, and any other information necessary to reasonably assure the Union of the quality control features of the program. It is understood that the results of a post-accident alcohol test conducted by a local or state police agency may be used if the results are obtained by the Employer.

The Union and the Office of the State Employer will meet at the request of either party to discuss concerns about the procedure, and to otherwise ensure compliance with the requirements of the Act and its implementing regulations.

1 The Employer agrees to inform the employee, at the time the employee is
2 notified of selection for testing, of the basis for testing (pre-employment, post-
3 accident, reasonable suspicion, random, return-to-duty or follow-up).

4 In the event the employee is directed to submit to reasonable suspicion testing
5 for alcohol or controlled substances, the Employer shall provide to the employee
6 documentation of the observations giving rise to the directive for testing. A
7 preliminary reasonable suspicion determination made by a supervisor must be
8 reviewed and approved by the departmental drug and alcohol testing coordinator
9 or designee. Reasonable suspicion determinations must be documented within
10 24 hours of observation, or before results of the required controlled substance
11 test are released, whichever occurs first, and must be signed by the person who
12 made the determination. A copy of the signed documentation shall be provided to
13 the employee when it becomes available. An employee may confer with an
14 available union representative whenever the employee is directed to submit to a
15 reasonable suspicion alcohol or controlled substance test, provided such contact
16 will not unreasonably delay the testing procedure.

17 Alcohol testing will only be performed before, during or after an employee is
18 performing safety sensitive functions. "Performing safety sensitive functions"
19 means actually performing, ready to perform, or immediately available to perform
20 a safety sensitive function. Controlled substance testing may occur at any time
21 the employee is on duty.

22 An employee covered by the Act who is using or in possession of any controlled
23 substance shall, prior to reporting for or remaining on duty time to perform safety
24 sensitive functions, provide the Employer with a written statement from the
25 prescribing physician reporting the physician's professional opinion of whether or
26 not the prescribed medication which contains the controlled substance does or
27 does not adversely affect the employee's ability to perform safety sensitive
28 functions. If the Employer relieves the employee from the duty of performing
29 safety sensitive functions on the basis of the information supplied by the
30 employee and/or the employee's physician, at the Employer's discretion the

1 employee may be placed on another assignment, if one is available for which the
2 employee is qualified, or, if none is available for which the employee is qualified,
3 the employee may be placed on leave until one becomes available, with the
4 employee having the right to elect to charge the absence to accumulated leave
5 credits for purposes of pay.

6 The Employer will not test for any substance not required under the Act, under
7 the nominal authority of the Act, nor will the Employer keep records of non-tested
8 or reported substances unless required by the Act.

9 Both the Employer and the Union will encourage employees to seek professional
10 assistance whenever necessary. An employee who voluntarily discloses a
11 problem with use of a controlled substance or alcohol abuse shall not be
12 disciplined for such disclosure, provided the employee discloses the problem
13 prior to being notified to take a random or reasonable suspicion test under the
14 Act, i.e., (A) has not been notified to take a random test, (B) is not in the process
15 of complying with post-accident testing, (C) is not notified to submit to reasonable
16 suspicion testing, (D) is not undergoing pre-employment testing for re-placement
17 into the pool, etc. The employee shall be referred to a substance abuse
18 professional (SAP). Employee absences under these circumstances will be
19 covered by available leave credits, or a medical leave of absence in accordance
20 with Article 19, Section E. of this agreement.

21 The Union retains the right to challenge, under the contractual grievance
22 procedure, any elements of the testing procedure or rule not required under the
23 Act. Grievances alleging contract violations resulting from Employer policies,
24 practices, procedures and/or decisions adopted to comply with the Act and
25 implementing regulations may be initially filed at step 3 of the contractual
26 grievance procedure. However, an arbitrator shall have authority to interpret the
27 Act and its implementing regulations only to the extent necessary to determine
28 whether the disputed Employer policies, practices, procedures and/or decisions
29 are required by the Act or the implementing regulations.

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PHYSICIAN STATEMENT

DATE: _____

My patient, _____, is currently taking prescription medication which contains a controlled substance as defined by Schedules I through V in 21 U.S.C. 802 as Revised.

After review of the effects of this (these) medication(s) at the dosage and intervals prescribed and being informed by the patient of his/her work responsibilities related to the performance of any safety related functions, it is my professional opinion that the prescribed medication

DOES _____ DOES NOT _____(Check Appropriate Response)

adversely affect my patient's ability to safely operate a commercial motor vehicle or perform other safety sensitive functions.

Signed by Prescribing Physician _____

Physician's Name Printed or Typed _____

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LETTER OF UNDERSTANDING #5
COMMITTEE ON POLITICAL EDUCATION

During the current negotiations, the parties acknowledged the Civil Service Commission's current policy prohibiting payroll deduction and remittance for the purpose of contributing, voluntarily or otherwise, to a committee on political action. Accordingly, the parties jointly agreed not to conduct negotiations over the subject at this time.

However, the parties also agreed that, in the event the Civil Service Commission Policy is amended to permit such payroll deduction and remittance, upon the request of the Union, and subject to such limitations as the Civil Service Commission may establish, payroll deduction will be implemented.

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LETTER OF UNDERSTANDING #6

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ARTICLE 16, SECTION I.—MEAL PERIODS

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Through the expiration of this Agreement, December 31, ~~2015~~2018, the

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Employer agrees not to assert or exercise its right, related to relieving employees

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of their custody responsibilities during a meal period.

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LETTER OF UNDERSTANDING #7

BANKED LEAVE TIME PROGRAM

1. Eligibility.

All probationary and non-probationary employees shall be required to participate in the Banked Leave Time Program (Program) known as Part B hours under the State’s Annual and Sick Leave Program.

2. Definitions and Description of Program.

An employee shall work a regular work schedule, but receive pay for a reduced number of hours. The employee’s pay shall be reduced by four hours per pay period. The employee will be credited with a like number of Banked Leave Time (BLT) hours for each biweekly pay period.

3. Hours Eligible for Conversion to Program.

The number of BLT hours for which the employee receives credit shall be accumulated and reported periodically to participating employees. During the term of this Letter of Understanding, an employee shall not be able to accumulate in excess of 188 BLT hours. Accumulated BLT hours shall not be counted against the employee’s regular annual leave cap, known as Part A hours under the Annual and Sick Leave Program.

The employee shall be eligible to use the accumulated BLT hours in a subsequent pay period in the same manner as regular annual leave, pursuant to Article 28.

1 4. Timing of Conversion of Unused Program Hours.

2 Upon an employee's separation, death or retirement from state service,
3 unused BLT hours shall be contributed by the State to the employee's
4 account within the State of Michigan 401(k) plan, and if applicable to the State
5 of Michigan 457 plan. Such contributions shall be treated as non-elective
6 employer contributions, and shall be calculated using the product of the
7 following: (i) the number of BLT hours and, (ii) the employee's base hourly
8 rate in effect at the time of the employee's separation, death, or retirement
9 from state service.

10 If the amount of a projected contribution would exceed the maximum amount
11 allowable under Section 415 of the Internal Revenue Code (when combined
12 with other projected contributions that count against such limit), the State
13 shall first make a contribution to the employee's account within the State of
14 Michigan 401(k) plan up to the maximum allowed, and then make the
15 additional contribution to the employee's account within the State of Michigan
16 457 plan.

17 5. Insurances, Leave Accruals and Service Credits.

18 Retirement service credits, overtime compensation, longevity compensation,
19 step increases, continuous service hours, holiday pay, annual and sick leave
20 accruals, cleaning allowance, physical standards and fitness incentive, and
21 other pro-rations that would disadvantage any employee will continue as if the
22 employee had received pay for the BLT hours. Premiums, coverage and
23 benefit levels for insurance programs (including LTD) in which the employee
24 is enrolled will not be changed as a result of participation in the Program.
25 Employees shall incur no break in service due to participation in the Program.
26 The Program is not intended to have a negative effect on the Final Average
27 Compensation calculations under the State's Defined Benefit Plan nor the
28 salary used for employer contribution calculations under the State's Defined

1 Contribution Plan. Banked Leave Time hours are to be treated as time
2 worked and time paid for purposes of retirement.

3 6. Relationship to Plan A and Plan C.

4 Before incurring unpaid Plan A or Plan C hours all BLT hours must be
5 exhausted.

6 7. Hours Added to the Annual Leave Formula.

7 22 BLT hours for each employee shall be added to the annual leave formula
8 provided for in Letter of Understanding #1 and as provided in the DCH
9 secondary agreement for calendar year 2006.

10 8. Term.

11 The Program shall be effective beginning January 2, 2005 and shall be in
12 effect through the pay period ending October 22, 2005. No additional BLT
13 hours will be requested by the Employer for the duration of this Agreement
14 that expires on December 31, 2007.

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LETTER OF UNDERSTANDING #8

Article 12, Section N.—Drug and Alcohol Testing

The Office of the State Employer and the Michigan Corrections Organization agree to the following decreases/increases to non-OTETA random drug and alcohol testing.

Effective February 2005, the random test pool was decreased from 15% to 10%. Using calendar year 2004 as a base, if there is an increase in the percentage of positive test results, the employer reserves the right to increase the testing percentage back to 15%. If there is a decrease in the percentage for positive test results, the Office of the State Employer will meet with MCO within 30 days of the date percentage data is provided to the Union to discuss potential further reductions in the percentages of employees to be randomly tested.

The Office of the State Employer will provide data on testing percentages annually upon request by the MCO.

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LETTER OF UNDERSTANDING #9

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OPTIONAL COVERAGES PROGRAM

~~3 Upon Civil Service Commission approval, an Optional Coverages Program
4 (OPC) will be implemented for State of Michigan employees. Plans to be offered
5 initially under the Optional Coverages Program are expected to include voluntary
6 group term life insurance, universal life insurance, critical illness insurance, and
7 group home and auto insurance. A prepaid legal plan will also be offered.
8 Additional plans may be offered at later dates.~~

~~9 The parties agree the Employer may extend the OPC to employees in the
10 Security Bargaining Unit. Employees who choose to voluntarily participate in the
11 OCP may elect to enroll in one or more of the plans offered upon the terms and
12 conditions set forth by the provider of the specific optional coverage plan(s).
13 Employees who choose not to participate in the OCP will not have any additional
14 coverages.~~

~~15 Premiums required for any OCP plan in which the employee enrolls are the sole
16 responsibility of the employee. Payment may be made through payroll deduction
17 or direct bill as permitted by the specific plan.~~

~~18 In the event any optional coverage plan is cancelled or withdrawn, employees
19 enrolled in the plan will be sent written notice at least 30 calendar days in
20 advance of the coverage end date.~~

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LETTER OF UNDERSTANDING #10

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NEOGOV

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During the course of negotiations in 2011, the parties discussed the changes in

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technology related to the hiring process; specifically the NEOGOV system. The

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parties have agreed to explore the use of this technology for mutually beneficial

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opportunities in order to streamline the transfer request process. Any changes

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that would modify the Collective Bargaining Agreement would be implemented in

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a separate Letter of Understanding that would be submitted to the Civil Service

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Commission for approval.

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LETTER OF UNDERSTANDING #11

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JOINT HEALTHCARE COMMITTEE

3 During the 2011 negotiations, the parties discussed the mutual goal of designing
4 and implementing health care plans, including ancillary plans, that effectively
5 manage costs and that work to keep members healthy. To that end, the
6 Employer and the Unions will convene a Joint Healthcare Committee (the
7 “Committee”) whose charges will include, but not be limited to:

- 8 a. Analysis of current plan performance identifying opportunities for
9 improvement;
- 10 b. Investigate potential savings opportunities from re-contracting pharmacy or
11 other carrier contracts;
- 12 c. Review the current specialty pharmacy program and identify best-in-class
13 specialty programs to use as a benchmark;
- 14 d. Analyze current HMO plans to determine if they are a cost-effective means of
15 providing high quality health care;
- 16 e. Investigate impact on outcomes and costs of Value Based Benefit Designs;
- 17 f. Identify opportunities for cost-containment programs and carve out programs;
- 18 g. Investigate opportunities to save costs by modifying or otherwise limiting
19 medical, professional and pharmacy networks;
- 20 h. Review current chronic care management programs to determine
21 effectiveness as well as ongoing member compliance;
- 22 i. Investigate work place health and wellness programs and make
23 recommendations with the goal of educating and motivating employees
24 toward improved health and wellbeing;

1 j. Make recommendations to increase voluntary participation in health and
2 wellness screenings and benefits included in current health plans;

3 k. Identify educational opportunities relative to facility and professional provider
4 quality data, as well as designated centers of excellence.

5 As mutually agreed by the parties, independent subject matter experts and
6 consultants may be called upon to assist the Committee in carrying out their
7 charges.

8 Within 30 days of the effective date of the Agreement, each union shall appoint a
9 representative to serve on the Committee and the Employer shall designate up to
10 four representatives. The Committee will be jointly chaired by a representative
11 designated by OSE and a representative designated by the Unions.

12 Monthly meetings of the Committee shall be scheduled with the first being held
13 no later than 45 days following the effective date of the Agreement.

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LETTER OF UNDERSTANDING #12

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NEW SOLUTIONS COMMITTEE

3 During the 2011 negotiations, the parties discussed the role of labor
4 management cooperation and collaboration in providing more efficient delivery of
5 services to the citizens of Michigan. The parties recognize that the efficient
6 delivery of services to the public should be mindful of the cost effectiveness,
7 quality of delivery, accountability and public interest. The discussion
8 encompassed the Unions' New Solutions Report, which encourages all
9 stakeholders to work together in an open dialogue manner to achieve best in
10 class public service.

11 The parties agreed to approach the New Solutions Report jointly with the goal of
12 facilitating the development of positive programs relative to the effective use of
13 resources. Such effective use of resources may include self-directed work teams
14 or other empowerment initiatives as agreed by the parties to provide front line
15 workers with the support needed to effectively perform their jobs.

16 The parties recognize that Lean Optimization can be a valuable tool in achieving
17 the effective use of resources. Lean Optimization has the simple goal of helping
18 state government work better for both its customers and its employees. Lean
19 practices rely on joint participation between employees and management at all
20 levels within the State. World class service cannot occur without such employee
21 involvement.

22 Within sixty (60) days of the effective date of the Collective Bargaining
23 Agreement, a New Solutions Committee will be established to explore innovative
24 solutions to deliver better customer service and pursue better value from those
25 who deliver the services. Each of the Coalition Unions may designate two (2)
26 representatives to meet with the Office of the State Employer. Representatives
27 from the Departments and/or the Civil Service Commission may participate as
28 needed. The Committee will determine the meeting schedule and agenda. The

- 1 parties agree on the value of utilizing outside independent facilitators trained in
- 2 business lean practices and will explore funding alternatives to engage mutually
- 3 agreed upon lean consultants.

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LETTER OF UNDERSTANDING #13

EXPEDITED INVESTIGATION PROCESS DEPARTMENT OF CORRECTIONS

~~The parties recognize that it is advantageous to both the employee and the employer to avoid protracted disciplinary investigations, particularly where there is no dispute of fact as to the underlying rule violation. The parties agree to explore creation of an expedited process, which may address issues such as the conditions under which such process might be used, appropriate time frames, documentation and appropriate appeal rights.~~

~~A committee consisting of up to four members appointed by the Union, up to four members appointed by the Department and one representative from the Office of the State Employer will meet to discuss such expedited investigation and disciplinary process as soon as practical after the effective date of this Agreement. Any procedure upon which there is agreement between the parties shall be reduced to writing and submitted to the Civil Service Commission for approval if it would modify any provision of the collective bargaining agreement.~~

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LETTER OF UNDERSTANDING #14

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ARTICLE 32

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~~During the negotiations in 2013 the parties discussed the requirement in Article 32, Section B to attach the receipt for any reimbursed meal to the request for travel reimbursement for actual expenses up to the maximum reimbursable rate as provided in the State Travel Regulations.~~

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~~The Employer and Union agree to implement a pilot program to suspend the requirement to attach meal receipts to such requests. Since travel reimbursement is subject to departmental review, it remains the employee's responsibility to maintain supporting documentation of actual meal expenses incurred for which reimbursement from the Department was received.~~

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~~The pilot program will continue for the duration of the Agreement unless the Office of the State Employer identifies problems that cannot be resolved after meeting with the Union. The Employer reserves the right to reinstate the requirement for receipts at any time during the pilot program if the parties fail to resolve any identified problems.~~

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LETTER OF UNDERSTANDING # 15

Article 5 - Union Dues and Fees

During the 2013 negotiations, the parties recognized that the MCO has challenged the application of Public Act 349 of 2012, the public sector “Right to Work” law, to employees in the classified service. The parties also recognized that the MCO and others have challenged the overall legality of Public Act 349.

This contract amends Article 5 consistent with Public Act 349, with the express understanding that the MCO maintains its challenges to the act, as set forth in the pending UAW, et al. v. Nino Green, et al., court of appeals No. 314781 (application for leave to appeal to Supreme Court filed Sept. 11, 2013). If the MCO should prevail on its challenges, the parties agree to return to contract language in Article 5 in the 2011-2013 collective bargaining agreement. The parties further agree to return to contract language in Article 5 in the 2011-2013 collective bargaining agreement if Public Act 349 is otherwise held invalid by a state or federal court or repealed.

If the MCO should prevail on its challenges, or Public Act 349 is otherwise held invalid by a state or federal court or repealed, the employer agrees that Article 5 Section C. shall read as follows:

Section C. Maintenance of Membership.

All employees covered by this Agreement who have submitted a valid individual voluntary Membership Dues Deduction Authorization Form to the Employer shall as a condition of continuing employment, honor such authorization until exercising their opportunity to terminate during the period provided for in Section B. of this Article.

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LETTER OF UNDERSTANDING #16

12-Hour Shifts

1. The parties agree to continue the 12-hour shift program begun during the previous contract for the duration of this contract.
2. ~~Pilot p~~Programs begun at facilities during ~~the~~ previous contractual terms, will be extended for ~~two years~~ the term of this agreement, subject to modifications and termination with the agreement of both parties.
3. The parties will discuss the thresholds for conducting votes at facilities and solutions to allow facility votes at multi-facility complexes.
4. Scheduling of 12-hour shift schedule and rotation pattern at any additional facilities will be patterned after those in place ~~at Muskegon Correctional Facility pursuant to the Letter of Understanding dated July 2, 2012 in an existing agreement~~, unless modified in accordance with Article 16 of the collective bargaining agreement or by mutual agreement between MCO Central Office, DOC Central Office, and OSE.
5. For employees assigned to 12-hour shifts, overtime is authorized time that an eligible employee works in excess of 84 hours of work time as defined in Article 17 §A.3. in a biweekly work period.
6. The department agrees to expedite voluntary transfers between 12-hour and 8-hour shift facilities.

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LETTER OF UNDERSTANDING #

Other Eligible Adult Individual-Health Insurance

Article 30 Section B

Where the employee does not have a spouse eligible for enrollment in the State Health Plan the plan shall be amended to allow a participating employee to enroll one other eligible adult individual, as set forth below:

To be eligible, the individual must meet the following criteria:

- 1. Be at least 18 years of age.
- 2. Not be a member of the employee's immediate family as defined as employee's spouse, children, parents, grandparents or foster parents, grandchildren, parents-in-law, brothers, sisters, aunts, uncles, or cousins.
- 3. Have jointly shared the same regular and permanent residence for at least 12 continuous months, and continues to share a common residence with the employee other than as a tenant, boarder, renter, or employee.

Dependents and children of another eligible adult individual may enroll under the same conditions that apply to dependents and children of employees.

In order to establish that the criteria have been met, the Employer will require the employee and other eligible adult individual to sign an affidavit setting forth the facts that constitute compliance with those requirements.

FOR THE UNION _____ FOR THE EMPLOYER

Tom Tylutki _____ Bethany Beauchine

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LETTER OF UNDERSTANDING

Federal Excise Tax Implications

The aggregate cost for the SHP PPO and HMO's extending into 2018 must fall below the federal excise tax thresholds established by the IRS under PPACA.

The aggregate cost which must be counted toward the applicable 2018 federal excise tax threshold will be calculated in accordance with IRS guidelines.

The parties agree to meet to convene the Joint Health Care Committee no less than monthly beginning January 2016. The Committee shall jointly share the most recent information available, subject to change, including total premiums (employer and employee share) and employee pre-tax medical Flexible Spending Account (FSA) contributions in the aggregate cost.

The Committee shall also discuss various plans to maintain health care costs. Discussions shall include updates on the IRS regulations relative to the excise tax as well as all options to stay below the threshold.

Current deductibles and out of pocket maximums, as well as other plan provisions will also be discussed. Additionally, the parties will consider other options to maintain costs prior to plan design changes and/or reductions to the medical spending accounts.

It is the intent of the parties that the Joint Health Care Committee will utilize all options to avoid the excise tax. However, in the event such collaboration does not result in avoiding the excise tax, the parties will negotiate the terms of the health insurance plan with an end result that will provide the costs stay below the excise tax threshold.

The employer agrees to provide notice as soon as administratively feasible, but not later than July 13, 2017, of the SHP PPO rates and HMO rates for FY 18. If the aggregate cost for any one of the health insurance plans offered by the State for enrollment (the SHP PPO or any HMO's) extending into 2018 exceeds federal

1 excise tax thresholds established by the IRS, the parties agree that beginning
2 with the Flexible Spending Account (FSA) enrollment for calendar year 2018, the
3 medical spending account option under Article 30, Section J will be reduced or
4 eliminated to maintain aggregate cost below the applicable 2018 federal excise
5 tax thresholds, unless prohibited by law, or if doing so would invalidate the plan
6 in whole or in part resulting in additional costs to the employer and/or
7 employees.

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LETTER OF UNDERSTANDING

Wellness – Article 30

During the 2015 negotiations, the parties discussed a number of issues relative to health care cost containment, including the impact of the excise tax contained within the Patient Protection and Affordable Care Act, PPACA.

These negotiations included discussing programs designed to target wellness in a manner that would be beneficial to the workers and could result in decreased costs to the group insurance program.

It is the intent of the parties to begin immediate discussions within the Joint Health Care Committee on the wellness concepts and identified during those negotiations.

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