

# **SECURITY UNIT AGREEMENT**

**Between**



**MICHIGAN  
CORRECTIONS ORGANIZATION  
SEIU LOCAL 526M, CTW**

**And**

**STATE OF MICHIGAN**



**January 1, 2022  
December 31, 2024**

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## **INTRODUCTION**

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

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

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

## **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 Implements the provisions of the Civil Service Rules and Regulations, as explicitly waived, amended, or superseded by the Civil Service Commission or other appropriate authority;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;

## ARTICLE 2

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.

## ARTICLE 2 RECOGNITION

### **Section A. Representation Unit.**

The Employer recognizes the Union as the exclusive representative, certified by the State Personnel Director, on July 20, 1979, and on September 21, 1984 for the purpose of collective bargaining with respect to wages and other terms and conditions of employment as defined by the Civil Service Rules and Regulations for those employees in the Security Unit as listed below:

<b><u>Pay Range</u></b>	<b><u>Classification</u></b>
C12-001 (8)	Corrections Medical Officer 8
C12-001 (E9)	Corrections Medical Officer E9
C12-003 (E10)	Corrections Medical Unit Officer E10
C12-001 (8)	Corrections Officer 8
C12-001 (E9)	Corrections Officer E9
C12-001P	Corrections Officer Non Career
C12-005 (E10)	Corrections Resident Representative E10
C12-005 (E10)	Corrections Security Representative E10
C12-003 (E10)	Corrections Transportation Officer E10
C12-006 (8)	Forensic Security Assistant 8
C12-006 (9)	Forensic Security Assistant 9
C12-006 (E10)	Forensic Security Assistant E10
	Resident Unit Officer 10
C12-002 (9)	Special Alternative Incarceration Officer 9
C12-002 (E10)	Special Alternative Incarceration Officer E10

All employees holding positions in classifications designated above shall be covered by the provisions of this Agreement, except as otherwise provided. The Resident Unit Officer 10 classification was abolished in 2015 however it

remains included in this Agreement for reference. Employees working in managerial, supervisory, or confidential positions are excluded.

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

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

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

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

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

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

As provided in this Agreement, Bargaining Unit work will normally be performed by Bargaining Unit employees.

The Employer may utilize intern programs, work experience programs, resident programs, volunteer programs, and/or seasonal programs of the kind currently employed in facilities in this Bargaining Unit. The primary purpose of such programs shall be to supplement ongoing activities or to provide training opportunities.

## ARTICLE 3

The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to the Union. The Employer shall inform the Union of the economic or programmatic reasons for changes in work routines or systems that result in layoff or attrition of positions.

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

Effective January 1, 2016 the Civil Service Commission rule regarding working out of class was modified, and as a result language was removed from this Article of the 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. The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to the Union and will, consistent with available resources, attempt to maintain that integrity.

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

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

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

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

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

## ARTICLE 4

### **Section E. Letter of Understanding.**

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

## **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.

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

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

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



## ARTICLE 5

### ARTICLE 5 UNION DUES

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

#### **Section A. Dues Deductions.**

Upon receipt of a completed authorization, the Employer agrees to deduct from the pay due such employee those dues required as the employee's membership in the Union.

Membership dues deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

Upon written notification and documentation provided by the Union, the Employer will collect any delinquent dues in accordance with any payment schedule that may have been agreed upon by the employee and the Union.

#### **Section B. Revocation.**

Such membership dues deduction authorization may be revoked by the employee.

#### **Section C. Maintenance of Membership.**

All employees covered by this Agreement who have submitted a valid individual voluntary Membership Dues Deduction to the Employer shall honor such authorization.

#### **Section D. Remittance and Accounting.**

Deductions for any biweekly pay period shall be remitted to the designated Union official of MCO, SEIU Local 526-M, CTW, with an alphabetical list of names, by Department and Agency, of all active employees from whom deductions have been made, and the amount deducted, no later than ten calendar days after the close of the pay period of deduction.

#### **Section E. Legal Requirements.**

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

#### **Section F. Bargaining Unit Information Provided to the Union.**

The Employer agrees to furnish a biweekly transaction report to the Union in electronic form, listing employees in this unit who are hired, rehired, reinstated, transferred into or out of the Bargaining Unit, transferred between

## ARTICLE 6

agencies and/or departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the Bargaining Unit, or who have made any changes in Union deductions. This report shall include the employee's name, identification number, employee status code (appointment type), job code description (class/level), personnel action and reason, effective start and end dates, and process level (department/agency).

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

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

## 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.

## ARTICLE 6

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.

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

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

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

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

**Section C. Union Information Packet.**

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

**Section D. Union Presentation.**

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

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

**Section E. Union Office Space.**

Subject to its availability, the Employer agrees to provide reasonable office space to the Union readily accessible to employees at work locations with 50 or more Bargaining Unit employees. Current office space locations will be maintained under the conditions upon which they were previously established. However, changes to and/or addition of office space at currently existing work locations and designation of locations at newly opened facilities, shall be discussed and may be established in local Labor-Management meetings, or, if necessary, secondary negotiations. Such office space shall be for the sole and exclusive use of the Union, and shall be

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provided without lease or charge, excluding telephone, unless required by applicable statute. Access and security will be in accordance with the rules of the local authority. Stewards, Chief Stewards, and Chapter Officers shall be allowed access to the office space during their duty or off-duty hours as applicable, but will be required to comply with Employer's established security procedures.

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

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

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

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

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

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

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

The Employer agrees to furnish state conference and meeting rooms for Union meetings upon prior request of the Union, subject to approval by the appropriate local Employer Representative. Such approval shall not be arbitrarily withheld. Such facilities shall be furnished without charge to the

Union. Union meetings on State premises shall be governed by operational and/or security considerations of the local authority.

**Section G. Telephone Directory.**

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

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

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

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

The Employer reserves the right to designate a private meeting place whenever possible or to provide a representative to accompany the Union officer or representative where operational or security considerations do not permit unaccompanied Union access. However, this provision shall not be construed to prevent Union access to lobby areas or to areas open to the general public. The Employer or its agents shall not interfere with any of the access rights outlined above. The Employer expressly reserves the right to limit the number of representatives permitted on the premises at any one time, and to suspend such access when necessary to maintain order and control in the work place, and during emergencies or mobilizations.

Access authorized by this Section shall be expedited wherever possible.

**Section I. Union Identification.**

Union staff members will be issued temporary identification cards for use at all Correctional facilities covered by this Agreement. Such identification shall be valid for not more than the effective life of this contract. Such identification shall be relinquished upon the termination of employment with MCO or upon

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the request of the Departmental Director or designee. The bearer of such identification shall be responsible for complying with sign-in and escort regulations.

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

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

**Section B. Loss of Benefits.**

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

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

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

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

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

The departmental employer will honor directives issued by the Civil Service Commission concerning administrative leave. If an employee is not released to attend such meetings or in the case of a justified emergency as claimed by the Appointing Authority, the Union may request the appropriate authority to postpone and reschedule such meeting. In those cases where the Union makes such request, the Employer shall grant or concur in such request.

**Section E. Union Administrative Leave Of Absence.**

Subject to the provisions of this Section, one employee designated in writing by the Union President or Executive Director will be granted Union Leave of Absence of 2,088 hours per fiscal year. However, any pay provided by the employer shall be governed by Civil Service Rules and Regulations. The Union shall indemnify the Employer for any and all liability arising out of any act or omission of the employee, and for any and all costs arising out of any injury, illness or disability to the employee which may be compensable under the State's Workers' Compensation Act, during the term of the Leave of Absence.



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During the period of the Leave of Absence, the employee shall be considered as not subject to the direction and control of the Employer.

### 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.

DOC-FOA:     Statewide: One Chief Steward.

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

Facilities: One Steward per shift at each Work Location with 125 or fewer Bargaining Unit positions and one additional Steward for each 125

positions thereafter. The chapter shall determine the jurisdictional area for the additional Stewards except for those specifically designated below:

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

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

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

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

3. Alternate Stewards: The Union may also designate one alternate Steward for each Steward listed above. The alternate Steward will have the same jurisdictional area as his/her Steward, and will only be entitled to act as a representative during the absence of the Steward from work.
4. Notice of Designation: The Union shall notify the Employer in writing of the names of the Stewards and Chief Stewards and Alternate Stewards, with their jurisdictional areas as described above, as soon as possible after the effective date of this Agreement. The Union shall promptly notify the Employer of any changes or additions to such list of designated Stewards and Chief Stewards as soon as they are made.

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

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

No Steward, Chief Steward or Chapter President shall leave work to engage in employee representation activities without first notifying and receiving authorization from his/her supervisor or designee. Such approval shall normally be granted and under no circumstances shall it be unreasonably denied. In the event that approval is not granted for the time requested by such designated representative and the representation activity is within his/her jurisdictional area, the Union, at its discretion, may either request that a different Union Representative be released for such purpose or that the

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matter be postponed and rescheduled. Such a request shall normally be granted and under no circumstances shall it be unreasonably denied. In making such request, the Union will provide timely representation so that the activity would not be unreasonably delayed.

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

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

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

Any pay provided by the employer for release from work authorized in accordance with this article shall be governed by Civil Service Rules and Regulations.

### **Section C. Right to Representation.**

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

### **Section D. Union Negotiating Committees.**

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

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

2. Secondary Negotiations. In the Department of Corrections, the Union shall be entitled to designate up to seven secondary negotiation team members; in the Department of Health and Human Services, the Union shall be entitled to designate up to three secondary negotiation team members. Secondary level negotiation team members shall be employed or on leave of absence from a position in this Unit in the Department to which such secondary negotiations pertain.
3. Pay for Union Negotiation Committees. Not more than 12 primary level negotiation team members, and not more than seven Department of Corrections and not more than three Department of Health and Human Services Secondary Negotiation Team Members, shall normally be entitled to be released from scheduled work to participate in negotiations.

Such release without pay shall normally be granted and under no circumstances shall unreasonably be denied.

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### 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

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

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

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

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

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It is expressly understood and agreed that the specific provisions of this Agreement take precedence over policies, rules, regulations, conditions and practices contrary thereto. No expansion or modification of this Agreement shall be made except by written mutual agreement between the Employer and the Union.

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

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

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

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

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

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

Group grievances are defined as, and limited to, those grievances which cover more than one employee and which pertain to like circumstances and facts for the grievants involved. Group grievances, to the extent possible, shall name employees and/or classifications with examples of employees

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covered and may, at the option of the Union, be submitted at Step 2. Group grievances shall be so designated at the first appropriate step of the grievance procedure.

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

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

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

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

Employees shall present grievances, either through the designated Union Representative or directly themselves, at the appropriate initial step of the grievance procedure. If the employee files the grievance directly, he/she must obtain the appropriate form from the union (or personnel office), which will be recorded pursuant to current practice. The employee shall be responsible to supply the union with a copy of the original statement of grievance, if not previously provided, as well as any answer that may have been received. There shall be no further discussion on the written grievance until the appropriate Union Representative has been afforded a reasonable opportunity to be present at any grievance meeting(s) with the employee(s). Any settlement reached shall be communicated to the Union and shall not be inconsistent with the provisions of this Agreement.

Grievances which by nature are not capable of being settled at a preliminary step of the grievance procedure may by mutual agreement be filed at the

agreed upon advanced step where the action giving rise to the grievance was initiated or where the requested relief could be granted. The Union shall not be required to file a grievance at a step below the level at which the action giving rise to the grievance took place.

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

1. In the Department of Corrections, grievances regarding any disciplinary action shall be filed directly to Step 2.
2. In the Department of Health and Human Services, grievances regarding disciplinary suspension, demotion or discharge shall be filed directly to Step 2.

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

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

Redetermination on Counseling Memoranda and Written Reprimands:

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

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



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

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

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

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

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

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

If a grievant, designated Union Representative, or necessary witness is required to attend a grievance conference or arbitration hearing scheduled away from his/her work location, such employee shall be permitted to attend such meeting or hearing without pay. Second and third shift employees shall be allowed reasonable travel to and from the work place, if such employee's next shift is scheduled to commence within 16 hours from the termination of the hearing or meeting. Travel expenses and overtime are not authorized.

The Employer is not responsible for compensating any employees for time spent processing grievances. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or representatives in processing grievances.

**Section C. Grievance Procedure.**

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

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

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

Step 2: If satisfactory settlement is not reached at Step 1, to be considered further, within 45 calendar days from receipt of the Step 1 written answer (or the date the answer was due if no answer was provided), the grievance shall be appealed to the Departmental Appointing Authority (or designee) by the MCO Central Office. In DOC where the grievance is regarding a disciplinary penalty, and in DHHS the grievant may be entitled to attend the Step 2 conference if such attendance is requested by the Union or management official. The Departmental Representative may meet with the designated MCO Representative(s) to attempt to resolve the grievance; however, such meeting shall occur concerning suspension without pay, unsatisfactory rating (for non-probationary employees only), discharge or demotion. A Step 2 conference is discretionary, and is not mandatory, for a grievance concerning a probationary employee who has received an unsatisfactory service rating, but which does not involve the employee's discharge. The written answer of the Step 2 official will be provided to the grievant and the designated MCO Representative within 30 calendar days from the receipt of the written appeal to Step 2. The above time limits may be extended by mutual agreement of the parties.

Departmental Pre-Arbitration Appeal: If satisfactory settlement is not reached on the basis of the Employer's Step 2 written answer or if no answer

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

### **Section D. Arbitration.**

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

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

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

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

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

The expenses and fees as billed by the Arbitrator shall be borne by the losing party. The Arbitrator shall have the authority to prorate the cost where a decision does not clearly state which party is the losing party. The filing fee shall be paid by the losing party. The expenses of a hearing reporter shall be borne by the party requesting the reporter unless the parties jointly agree to share such costs.

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

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

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limitations and restrictions on subject matter and personal jurisdiction in the Civil Service Rules and Regulations.

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

### **Section E. Time Limits.**

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

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

### **Section F. Retroactivity.**

Settlement of any grievance may or may not be retroactive as the equities of the particular case may demand as determined by the Arbitrator. In any case where it is determined that the award should be applied retroactively, except for administrative errors relating to the payment of wages, the maximum period of retroactivity allowed shall be a date not earlier than 180 calendar days prior to the initiation of the written grievance at the First Step. In cases

of administrative error, the employee shall be entitled to be made whole for up to 26 pay periods from when the Employer was made aware of such error.

Employees who voluntarily terminate their employment will have their grievances immediately withdrawn unless such grievance directly affects their status upon termination or a claim of vested money interest in which cases the employee may benefit by any later settlement of a grievance in which they were involved. All claims of back wages based on involuntary separation shall be limited to the amount of base, holiday, and shift premium wages, excluding incidental overtime, the employee would otherwise have earned, less any unemployment compensation, workers' compensation, long-term disability benefits, social security benefits, welfare payments or compensation from any employment or other source received during the period for which the back pay is awarded; however, earnings from approved supplemental employment shall not be deducted.

#### **Section G. Documents and Witnesses.**

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

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

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

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

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lost from work. Employees who have completed their testimony shall return promptly to work when their testimony is concluded. The intent of the parties is to minimize time lost from work.

### **SUPPLEMENTAL GRIEVANCE PROCEDURE**

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

1. Where a backlog of grievances exists (10 or more) at a single Work Location (or between several locations with a shared administration), the parties shall timely arrange for a grievance resolution conference at the Work Location or mutually agreed upon location. The parties must find a mutually acceptable date within 30 calendar days of request by either party. Those in attendance must possess the ability to resolve any issues, however the Union's internal appeal procedure may continue. Nothing shall preclude the parties from mutually agreeing to meet where a significant backlog does not exist.
2. For grievances timely filed to arbitration, the parties agree to establish an expedited arbitration process. Only grievances in which the parties stipulate to the factual issues shall be part of this process. Neither party shall call any witnesses. Briefs, if filed, shall be mailed to the Arbitrator for exchange within 21 calendar days from conclusion of the arbitration, unless mutually agreed to otherwise. The Arbitrator's decision shall only contain his/her decision and rationale for the decision, and shall normally be issued within 14 calendar days. It is the intent of the parties that multiple grievances may be scheduled and heard on the same day.
3. Prior to the filing of the arbitration demand, the parties will schedule a mutually acceptable preferred hearing date and alternate hearing date, and notify AAA of the selected dates with the filing of the arbitration demand. It is the parties' intent that these dates will normally be between 60 and 90 calendar days from the filing of the arbitration demand. The parties shall mutually agree to a list of Arbitrators for use in this procedure.
4. To the extent possible, AAA shall provide the parties with a list of Arbitrators who are available on the selected date(s).

The above procedures are subject to modification by the parties as mutually agreeable and necessary to improve the process. Both parties will attempt

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to make the grievance procedure a timely process so that resolution of issues is not delayed. This supplemental procedure shall remain in effect for one year upon Civil Service approval, at which time the parties may modify or discontinue this process by mutual agreement.



**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 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 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, 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 the scope of the grievance procedure solely on the basis that the denial is not disciplinary action.

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

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

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

**Section B. Investigation.**

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

1. Union Representation. Bargaining Unit members are entitled to be accompanied by the designated Union Representative for his/her work area, or other individual approved by the MCO Central Office in any of the following:
  - a. In any disciplinary conference conducted pursuant to Section D. below.
  - b. When the employee's own conduct is the direct object of the investigation, the employee shall have the opportunity to confer with a Union Representative, before submitting a written statement or questionnaire. The employee shall have 24 hours to submit his/her response. This 24-hour period does not apply to the requirement to submit a critical incident report.
  - c. In any investigatory interview, where the employee is the subject of the investigation, the Employer shall advise the employee of his/her right to a Union Representative. The employee may request a Union Representative at any time subsequent to being advised of this right.

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- d. During the course of any other investigatory interview, if it is determined that the employee being interviewed could become the subject of an investigation, the interview will be stopped and the employee will be offered the opportunity to obtain representation before the interview is continued.
- e. In addition to the above, employees may request Union representation in any investigatory interview where:
  - i. The investigatory interview is recorded, videotaped, or a verbatim transcribed record of the interview is created by the Employer; or
  - ii. The employee has been suspended or removed from the work premises pursuant to Section C. below; or
  - iii. The employee has been suspended (with or without pay), or reassigned from the employee's regular job assignment; or
  - iv. The employee has been specifically charged in writing with one or more instances of misconduct; or
  - v. The employee is directed to report on his/her own conduct (as a principal in an investigation) to a patient or resident abuse committee or Fact Finder. If the employee is called as a witness during the course of the investigatory interview, and it is determined that the employee being interviewed could become the subject of an investigation, the interview will be stopped and the employee will be offered the opportunity to obtain representation before the interview is continued; or
  - vi. The interview is attended by more than one supervisor or Employer Representative, and the employee is not represented by a Union Staff Representative (in the event that a Staff Representative is to attend, the Employer shall be given as much advance notice as possible).

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

When an employee is entitled to be accompanied by the Union Representative at a conference under this Article, the employee and the designated Union Representative may be allowed time, not to exceed one-half hour, immediately prior and contiguous to the scheduled conference, to permit them to confer about the subject matter of the conference. Such time

shall be without pay. Such one-half hour conference time shall not be required unless requested by the employee or the Union Representative, nor shall it be required if the amount of time elapsed between the time the employee received notice of the conference and the start of the conference is 48 hours or more.

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

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

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

3. Questionnaires and Interviews.

- a. Written Questionnaire.
  - i. When a written statement of any kind is requested from an employee, the employee shall be given the request in writing and the employee shall to the best of his/her ability provide an accurate and truthful written statement on the matter being investigated, including answers to any specific questions included in the request.
  - ii. The employee shall be given a copy of the questionnaire and, if available, sign for its receipt.
  - iii. The questionnaire shall contain questions pertaining to the incident under investigation. [Note: When a critical or unusual incident report is required, the employee may be required to provide a narrative statement regarding the incident without the necessity of specific

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written questions. Such report shall be provided promptly and accurately to the best of the employee's ability.]

- iv. The employee shall be afforded a reasonable time to respond without undue delay. When the employee is the subject of the investigation, he/she shall have 24 hours to submit his/her response.
  - v. A copy of the written response shall be provided to the employee who shall have 24 hours to review, amend, change or correct said statement.
- b. Oral Interview.
- i. As soon as the document is available after the conclusion of the interview, the employee shall have the opportunity to review the questions and answers documented by the investigator.
  - ii. Once reviewed, the employee shall have the right to place his/her initials on each page of the recorded answer or summary to affirm its accuracy.
  - iii. If the employee finds that a recorded answer is inaccurate or incomplete and the record is not modified by the investigator, the employee shall be allowed to provide a written response to the specific question of concern.
  - iv. The employee will be given a copy of the final interview document and have 24 hours to amend his/her answers by providing a written response to the specific question(s) he/she is amending.
  - v. If the interview is electronically recorded, the employee shall be provided a copy of the recording or verbatim transcript when it becomes available, and shall then have 24 hours to submit a statement amending his/her statements reflected in the record of the interview.
- c. Any such statement amending responses to Employer questions shall, if timely filed, become part of the record of the interview to the extent it pertains to the subject matter of the interview, and the original statement shall not be considered or used until the time period for submitting amendments has elapsed.

4. Patient/Resident Abuse Committee or Fact Finding. Where, as a principal in an investigation, an employee is directed to report on his/her own conduct to a patient or resident abuse committee or Fact Finding investigation by an appointed Fact Finder, making any determination which may result in disciplinary action for the employee, the employee shall have the right to appear, to have Union representation, to suggest witnesses to be interviewed and to submit relevant documents. If a formal hearing is conducted in addition to the above, the employee shall also be entitled to call and question any witnesses. The employee and the Union, through the employee, shall receive a copy of any findings, and have an opportunity to rebut the findings and reports to his/her Appointing Authority, within five weekdays, before a decision is issued concerning any disciplinary action.

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

5. Polygraph Examinations. The Employer shall not require or attempt to persuade an employee to take a polygraph examination, lie detector test or similar test of the employee's veracity in the course of a disciplinary investigation, nor discipline or discriminate against an employee solely on the basis that the employee refused or declined to take the examination/test.
6. Disciplinary Action. It shall be the policy of the Employer to not take disciplinary action in the course of an investigation, except as provided in Section C. below.

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

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

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

1. Suspension for Investigation. The Employer may suspend an employee from duty with or without pay for investigation. A suspension for investigation without pay may be assessed against an employee when, based upon preliminary investigation, the management official responsible for administering the employee's work location forms a reasonable belief that criminal activity may be involved.

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

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

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

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

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

2. Suspension to Maintain Program Integrity and Public Confidence.

Any employee indicted by a grand jury, or against whom a criminal charge has been brought by a prosecuting attorney for conduct on or off the job, may be immediately suspended from duty without pay. Such suspension may, at the discretion of the Appointing Authority, remain in effect until the

indictment or charge has been fully disposed of by trial, quashing or dismissal. Nothing herein shall prevent an employee from grieving the reasonableness of a suspension under this Subsection, where the employee contends that the charge does not arise out of the job or is not related to the job, except that suspension for a felony charge shall not be appealable.

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

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

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

3. The obligation to "make whole" shall not require the Employer to compensate or credit the employee for any period of time in which the employee was hospitalized, incarcerated, or otherwise not available for and seeking work, nor shall it require the Employer to compensate the employee for any non-holiday overtime the employee might have been requested or ordered to work, but for his/her suspension.

Disciplinary action, if taken by the Employer, is subject to the grievance procedure. The Union retains the right to grieve the reasonableness of



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any work rule pertaining to criminal conduct promulgated by the Employer.

### **Section D. Disciplinary Conference.**

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

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

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

Formal Notice of Charges and Conference. Upon receiving the written notification of the date, time and place of the disciplinary conference the employee shall be given and be requested to sign for a copy of the written statement of charges, which shall contain a description of the specific conduct or activity for which the disciplinary action is being considered. Such statement shall be subject to modification as a result of any new relevant information as may be brought forth at the disciplinary conference. Notification of the disciplinary conference shall also contain the range of possible disciplinary action and notification of the employee's right to union representation. The formal notice of charges and of conference shall be provided to the employee at least five days prior to any scheduled conference. An MCO Chapter Union Representative shall be provided a copy of the notice of disciplinary conference/statement of charges in a manner to be agreed upon locally.

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

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

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

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

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

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

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

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

1. Pay a fine consisting of 85% of the employee's hourly wages for the number of hours of the assessed disciplinary action. Fines will be made as a negative pay adjustment prior to taxes if permitted by IRS Regulations. As necessary, the Employer will distribute such fines across pay periods in order to comply with Fair Labor Standards Act requirements.
2. Forfeit accrued annual or compensatory time credits at a rate of one hour for each hour of the assessed disciplinary action.

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

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

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

When a decision is made to permit an employee to resign in lieu of dismissal, the employee must submit a resignation in writing. Such written resignation shall be held for 24 hours or eight business office hours, whichever is greater,

after which it shall become final and effective as of the time when originally submitted, unless retracted during the 24-hour period. This provision applies only when a resignation is accepted in lieu of dismissal and the employee has been advised he/she will be dismissed in the absence of the resignation. Acceptance of such resignation in lieu of dismissal shall be at the sole discretion of the Employer and, when accepted, the resignation and matters related thereto shall not be grievable.

**Section G. Outside Investigations.**

The parties recognize that the conduct of employees may, at times, be the subject of investigations by outside agencies. It is not the parties' intent to hinder any ongoing investigation; however, the parties mutually agree that these types of investigations should be conducted discretely, and where possible and practical, off the Employer's property and outside the employee's normal working hours.

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**LABOR-MANAGEMENT COMMITTEE**

**Section A. Purpose.**

Labor-Management Committee 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;

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however, such changes shall be proper subjects for Labor-Management Committee 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.

### **Section B. Representation.**

1. Departmental Level. For Departmental Labor-Management Committee meetings, in the Department of Corrections, the Union shall designate up to seven representatives who shall be employed in the Department. The Union may designate not more than seven additional representatives to participate in such meetings, based upon the matters scheduled in the agenda. In all other Departments, the Union shall be entitled to designate up to two representatives who shall be employed in the Department. The Union may designate not more than two additional representatives to participate in such meetings based upon the matters scheduled in the agenda.

2. Agency Level.

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

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

b. In the Department of Corrections, MCO shall be entitled to three representatives at facility Labor-Management Committee meetings. These representatives will be without restriction as to shift. For facilities with a Camp(s), MCO shall be entitled to an additional representative

from the affiliated Camp(s). In addition, up to two additional resource persons may attend when requested at the time the agenda is submitted and the agenda identifies the item(s) that the resource person(s) will be talking about.

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

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

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

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

### **Section C. Scheduling.**

1. Departmental Level. Departmental Labor-Management Committee meetings shall be scheduled upon request of either party, but not more frequently than bimonthly, except as may be mutually agreed on a case by case basis.
2. Agency Level. Labor-Management Committee meetings at the Agency or facility shall be required no more frequently than monthly unless mutually agreed otherwise. Where no items are placed on the agendas at least seven days in advance of scheduled meetings, such meetings shall not be required.

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

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

1. Departmental Level. Up to the limit established in this Article, Union Representatives to Departmental Labor-Management Committee meetings shall be permitted time off from scheduled work up to a maximum of eight hours per meeting for necessary travel and attendance at such meetings. However, any pay provided by the employer for attendance at such meetings shall be governed by Civil Service Rules and Regulations. Overtime and travel expenses are not authorized.
2. Agency Level. Representatives from the morning and day activity shifts will attend the Labor-Management Committee meetings. However, any pay provided by the employer for attendance at such meetings shall be governed by Civil Service Rules and Regulations.

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

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

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

### **Section F. Staffing Level Consultations.**

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

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

The parties will continue the Department of Corrections Efficiency Advisory Committee. The Efficiency Advisory Committee shall consist of two representatives appointed by the Michigan Corrections Organization, two representatives appointed by the Director of the Department of Corrections, and one representative appointed by the Director of the Office of the State Employer. The purpose of the Efficiency Advisory Committee shall be to

exchange information and views regarding current and proposed staffing levels, mix of various custody and security classifications and levels, and the distribution of tasks and responsibilities among positions, and groups of positions, to identify situations in which staff functions and levels might be redeployed to maximize the safe and efficient delivery of state services within the Department of Corrections.

Consistent with the operational needs of the employer, union representatives appointed to the Departmental Efficiency Advisory Committee shall be released from work to attend quarterly committee meetings. A request for release to attend such meeting shall not be arbitrarily denied.

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

Any pay provided by the employer for attendance at Departmental Efficiency Advisory Committee meetings shall be governed by the Civil Service Rules and Regulations.

## **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



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

Committee members appointed by the Union shall be permitted time off the job for attendance at committee meetings. Any pay provided by the employer for attendance at such meetings shall be governed by Civil Service Rules and Regulations.

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

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

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

**Section B. First Aid Equipment.**

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

**Section C. Tools and Equipment.**

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required by the Employer to carry out the duties of each position. Employees are responsible for reporting to the Employer any unsafe condition or practice and for properly caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

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

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

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

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

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

**Section F. Buildings.**

The Employer will provide and maintain all state-owned buildings, facilities, and equipment in accordance with the specific written order(s) of the Michigan (MIOSHA) Departments of Licensing and Regulatory Affairs and/or Health and Human Services. Where facilities are leased by the Employer,

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the Employer shall make a reasonable attempt to assure that such facilities comply with the order(s) of the Michigan Departments of Licensing and Regulatory Affairs and/or Health and Human Services.

### **Section G. Medical Examinations.**

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

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

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

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

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

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

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

In accordance with applicable departmental policies, if an employee's clothing or shoes are soiled by bodily fluids or other infectious or hazardous material, the employee will immediately be relieved of duty and directed and allowed sufficient time to change clothes and, if necessary, shower. If a shower and/or replacement uniform are not available on site, the employee will be provided appropriate replacement attire and authorized to leave the workplace on administrative leave to clean up and change clothing. The employee shall return to work in a timely manner.

The parties recognize the importance of protecting employees in the Security Bargaining Unit from occupational exposure to blood-borne diseases such as human immunodeficiency virus (HIV) and Hepatitis. The Departments of Corrections and Health and Human Services will adhere to the recommendations promulgated by the U.S. Departments of Labor and Health and Human Services in the Joint Advisory Notice (JAN): Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human

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Immunodeficiency Virus (HIV) (Federal Register, October 30, 1987) which is herein incorporated by reference. In complying with the "JAN", the word "should" will be interpreted as "shall", with the exception of the categorization of all working conditions and the tasks that workers are expected to encounter as a consequence of employment. The Department will apply these recommendations to Security Unit employees as well as health care workers.

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

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

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

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

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

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

An ad hoc committee will timely meet following approval of the agreement and discuss the effectiveness of the current Hepatitis vaccination program, communicable disease procedure, methods of employee notification and information sharing, associated training, including training on how to handle

infected prisoners, and recommend any additional effectiveness measures to be taken. As issues involving Hepatitis arise, the parties shall meet upon the request of either party to discuss the issue and make recommendations. This ad hoc committee shall meet within 30 days of approval of this Agreement to discuss precautions and preventive measures for antibiotic resistant organisms.

**Section I. Foot Protection.**

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

**Section J. Safety Inspection.**

When the Michigan Department of Licensing and Regulatory Affairs or Health and Human Services, or a State, County, City or Township Fire Marshal inspects a state facility pursuant to MIOSHA, a Union official (if on duty at such work site) shall be notified by the Employer and, consistent with the operational needs of the Employer, be released from work without pay to accompany the inspector. The Union shall have a right, consistent with the above, to accompany other inspections conducted for the protection of the work force and as a result of a Labor-Management agenda item. The Employer agrees to provide the Union with a copy of any inspection report left with or returned to the Employer.

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

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

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

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

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

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

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

### **Section L. Compliance Limitations.**

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

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

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

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

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

An employee may refuse to submit to a drug screening or alcohol test. However, the employee shall be warned that such refusal constitutes

grounds for discipline equivalent to that imposed for a positive test result, and then allowed an opportunity to submit to the testing as though the employee had originally complied with the order.

- a. Preappointment Testing: An employee not occupying a test-designated position shall submit to a urinalysis drug screening if the employee is selected for a test-designated position. The employee shall not perform any duties of a test-designated position until the employee has submitted to and passed a drug screening. If the employee fails or refuses to submit to the drug test, interferes with a test procedure, or tampers with a test sample, the employee shall not be appointed or otherwise placed in the test-designated position and will be ineligible for appointment to or placement in a test-designated position for a period of three years. Also, the employee may be disciplined if the employee fails a drug test, refuses to submit to the drug test, interferes with a test procedure, or tampers with a test sample.
- b. Random Testing: An employee in a test-designated position may be selected at random from a pool comprised of test-designated positions covered by this Agreement. The number of urinalysis drug screenings performed at random each calendar year may not exceed 15% of the number of test-designated positions in the pool. The number of alcohol breath tests performed at random each calendar year may not exceed 15% of the number of test-designated positions in the pool.
- c. Reasonable Suspicion Testing: An employee may be required to submit to urinalysis drug screening or alcohol breath testing based on reasonable suspicion. Reasonable suspicion means a belief, drawn from specific objective facts and reasonable inferences drawn from those facts in light of experience, that an employee is using or may have used drugs or alcohol in violation of this Agreement or a departmental work rule. By way of example only, reasonable suspicion may be based upon any of the following:
  - (1) Observable phenomena, such as direct observation of drug or alcohol use or the physical symptoms or manifestations of being impaired by, or under the influence of, a drug or alcohol.
  - (2) A report of on-duty or sufficiently recent off/pre-duty drug or alcohol use provided by a credible source.



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

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

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

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

(1) The operation of a motor vehicle

(2) The discharge of a firearm

(3) A physical confrontation

(4) The provision of direct health care services

(5) The handling of dangerous or hazardous materials

e. Follow-up Testing: An employee shall submit to unscheduled follow-up drug and/or alcohol testing if, within the previous 24-month period, the employee voluntarily disclosed drug or alcohol problems, entered into or completed a rehabilitation program for drug or alcohol abuse, failed or refused a preappointment drug test, or was disciplined for violating the provisions of this Agreement and Employer work rules.

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

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

- a. A safety-sensitive position in which the incumbent is required to possess a valid commercial driver's license or to operate a commercial motor vehicle, an emergency vehicle, or dangerous equipment or machinery.
- b. A position in which the incumbent possesses law enforcement powers or is required or permitted to carry a firearm while on duty.
- c. A position in which the incumbent, on a regular basis, provides direct health care services to persons in the care or custody of the state or one of its political subdivisions.
- d. A position in which the incumbent has regular unsupervised access to and direct contact with prisoners, probationers, or parolees.
- e. A position in which the incumbent has unsupervised access to controlled substances.
- f. A position in which the incumbent is responsible for handling or using hazardous or explosive materials.

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

New classifications, or levels added to existing classifications, may include duties consistent with those identified for test-designated positions in Subsections a. through f. above. The Employer shall meet with the Union to review the new classification or level prior to requiring an employee in the new class to submit to testing under this Section.

3. Drug and Alcohol Testing Protocol.

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

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

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- b. Definitions. The parties agree to incorporate in this Agreement the definitions contained in the U.S. Department of Workplace Drug Testing Programs, as may be amended, and in the U.S. Department of Transportation Procedures for Transportation Workplace Drug and Alcohol Testing, as may be amended. In addition, the parties agree to define credible source as, “one who is trustworthy and entitled to be believed. One who is entitled to have his/her oath or affidavit accepted as reliable, not only on account of his/her good reputation for veracity, but also on account of his/her intelligence, knowledge of the circumstances, and disinterested relation to the matter in question. One who is competent to testify”.
4. Union Representation. Employees may confer with an available Union representative on site (if available on site), or through a telephone conference, whenever an employee is directed to submit to a reasonable suspicion alcohol or drug test, provided such contact will not unreasonably delay the testing process.
5. Review Committee for Drug and Alcohol Testing. A committee consisting of three representatives of the SEIU Coalition and three representatives of the Employer will meet, upon request of either party, to review testing data and discuss problems related to the administration of the testing program. The committee may vote on matters it discusses. The committee’s recommendations, if any, will be submitted to the Employer for its consideration. Recommendations voted on by the committee will be reported as without recommendation if based on a 3-3 tie vote and as a unanimous recommendation for any vote other than 3-3.

Upon written request, but not more than twice a year, the Employer will provide the name and Employee identification number of all Bargaining Unit employees who were actually tested for the previous time period, including the test date.
6. Required Treatment. In the event of a positive test, and in the further event that a sanction less than discharge is imposed, the employee shall be referred to a substance abuse professional for assessment and, if necessary, treatment.
7. Self-Reporting. An employee who voluntarily discloses to the Employer a problem with drugs or alcohol shall not be disciplined for such disclosure if, and only if, the problem is disclosed before the occurrence of any of the following:

- a. For reasonable suspicion testing, before the occurrence of an event that gives rise to reasonable suspicion that the employee has violated this Agreement or a department work rule.
- b. For preappointment testing, follow-up testing, and random testing, before the employee is notified he/she has been selected to submit to a drug test or alcohol test.
- c. For post-accident testing, before the occurrence of any accident that results in post-accident testing.

After self-reporting, the Employer shall permit the employee an immediate leave of absence, subject to the provisions of Article 19, Leaves of Absence Without Pay, to obtain medical treatment or to participate in a rehabilitation program. In addition, the Employer shall remove the employee from the duties of a test-designated position until the employee submits to and passes a follow-up drug or alcohol test. The Employer may require the employee to submit to further follow-up testing as a condition of continuing or returning to work.

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

- 8. Confirmation Alcohol Testing. If an employee is tested for alcohol and is determined to have a blood alcohol level equal or greater than 0.02% in both the initial evidentiary breath test (EBT) and the confirmation evidentiary breath test, at the employee's option and at the employee's full cost, the employee may elect to have a second confirmation test carried out by drawing a sample of blood and submitting it for testing at an approved laboratory. This option is only available if the testing site where the two positive breath tests were conducted is equipped to draw the blood and either directly provide for its testing for level of blood alcohol or transport the sample to a laboratory which is certified to test the sample for level of blood alcohol. The protocol for such confirmation blood testing for alcohol (including but not limited to chain of custody, security, integrity and identity of sample, transportation to testing laboratory if required, reporting of results, etc.) shall be determined prior to initiation of alcohol

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testing under this Section and shall be a topic for discussion in the committee established in this Section. The employee shall remain off the job until the results of the second confirmation test are provided to the Employer and may use available leave credits, if desired.

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

### **Section O. Personal Protective Devices.**

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

### **Section P. Staffing Safety.**

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

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

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

The standard for determining whether or not an assignment would pose a higher-than-normal risk of physical assault by an inmate/patient may be developed and adopted by MCO and MDOC/MDHHS jointly, but in the absence of such mutually accepted standard, shall be whether past and/or present events and circumstances (such as previous physical assaults), and

reasonable and informed inferences drawn there from, would suggest the Unit member would be vulnerable to inmate/patient assaults.

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

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

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

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

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**SENIORITY**

Effective January 1, 2019, Seniority is a prohibited subject of bargaining and, as such, is governed by Civil Service Rules and Regulations.

**Section A. 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 B. Seniority Information.**

The Employer will prepare seniority lists structured by Department, Work Location, and classification, (each level within a series is a separate classification) showing the seniority of all Bargaining Unit employees on the

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payroll on the preparation date. The seniority lists for a work location shall be prepared at the end of the first pay period that reflects the seniority earned and credited through the end of the last full pay period in July and at the end of the first pay period that reflects the seniority earned and credited through the end of the last full pay period in January and will be made available for review by employees. A copy of the current seniority list shall be furnished to the Union.

Any error timely reported shall be corrected promptly.

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### LAYOFF AND RECALL PROCEDURE

Effective January 1, 2019, Layoff and Recall are prohibited subjects of bargaining and, as such, are governed by Civil Service Rules and Regulations.

#### **Section A. Layoff and Recall Information for MCO.**

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

The Employer agrees to provide copies of all layoff unit and recall list(s), upon request.

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### ASSIGNMENT, VACANCY AND TRANSFER

Effective January 1, 2019, Assignment, Vacancy and Transfer are prohibited subjects of bargaining and, as such, are governed by Civil Service Rules and Regulations.

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### HOURS OF WORK

Effective January 1, 2019, Scheduling is a prohibited subject of bargaining and, as such, is governed by Civil Service Rules and Regulations.

**Section A. Work Period.**

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

**Section B. Work Day.**

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

**Section C. Work Schedules.**

Work schedules shall be defined as an employee's assigned hours, days of the week, days off, and shift rotation.

**Section D. Meal Periods.**

An employee scheduled for an unpaid meal period, but whom the Employer requires to work at a work assignment and is not relieved for such meal period, shall have such time treated as hours worked for the purpose of computing overtime.

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**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) or 80 hours of work time, as defined in A.3. below, in a biweekly work period. For purposes of this Section, continuous hours worked into a new workday shall be considered to be in the same work day for the purpose of calculating overtime.
2. 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, annual leave, and union 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, not to exceed eight hours per day (up to twelve hours for employees working alternate work schedules).



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- c. Paid Holiday Absence - When paid in accordance with Article 18, Holidays.
- d. Paid Rest Periods.
- e. Meal Periods - Where the employee is required to remain at his/her post, station or duties.
- f. Call-in Time - Time paid in accordance with Section E. of this Article.
- h. Travel time required by and at the direction of the Employer including travel between job sites before, during or after the regular workday.

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

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

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

### **Section C. Overtime Compensation.**

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

An employee may, with prior notice to the Appointing Authority, and except as provided for in Article 34 choose either to receive payment or compensatory time, for all overtime hours actually worked, subject to a maximum accumulation of 100 hours of compensatory time. Overtime credit earned on a particular day may not be split between pay and compensatory time, except once each year to allow the employee to reach the annual 150 hour accrual cap.

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

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

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

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

Unused (and unpaid) compensatory time credits of an employee who is separated from state employment, or who transfers to a different appointing authority, shall be paid at the time of such separation or transfer. The rate of payment shall be either the employee's base rate, or the average base rate received by the employee during the last three years of employment, whichever is greater. Unused compensatory time credits of an employee who is laid off shall be paid in the same manner as annual leave.

At the employee's option, the employee may apply to receive payment for unused compensatory time credits. The employee shall provide the agency with written notice of the number of hours for which he/she wishes payment during the first full pay period in September. The maximum

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number of hours for which the employee may seek payment shall be the lesser of 80 hours, the number of compensatory time hours credited to the employee on the date of notice, or the number of compensatory time hours credited to the employee at the time that payment is made.

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

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

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

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

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

### 2. Payment.

- a. Regular Rate - The employee's rate per hour, including any applicable shift premium.
- b. Premium Rate is one and one-half (1½) times the employee's regular rate.

- c. The Employer shall make a good faith effort, where possible and in accordance with current practice, to pay for overtime worked on the payday of the first pay period following the biweekly work period in which the overtime was worked.

**Section D. Pyramiding.**

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

**Section E. Call-In.**

Call-In is defined as the act of contacting an employee at a time other than the regularly scheduled shift and requesting/directing that the employee report for work, ready and able to perform assigned duties. Employees who are called in and whose call in time is immediately adjacent and prior to their scheduled shift starting time will be paid only for those hours worked. Employees who are called in and whose call in hours are not immediately adjacent and prior to their scheduled shift starting time will be paid a minimum of two hours compensation at the premium rate.

**Section F. Modified Mandatory Overtime Premium.**

The following shall be the modified mandatory overtime premium:

1. A non-probationary employee shall be paid two times the employee's regular rate of pay for all non-training mandatory overtime hours worked on his/her second RDO of the scheduled RDO set, provided:
  - a. The employee actually worked eight or more hours on the first day of the scheduled RDO set; and
  - b. The employee actually worked eight or more hours on such second RDO; and
  - c. The number of hours actually worked in the pay period containing such second RDO, minus "offset hours" (as defined in Subsection 2 below) exceeds 104 hours.
2. For purposes of Subsection 1.c. above, "offset hours" shall include:
  - a. Line-up time pursuant to Article 34; and

## ARTICLE 17

- b. Time in non-pay status (lost time, AWOL time, suspensions, unpaid LOAs, etc.)
  - c. Paid leave time including: Annual leave; sick leave; compensatory time used; holiday leave; birthday leave; Deferred hours used; administrative leave for jury duty, and job interviews (if granted), union negotiating activities.
3. The calculations provided for herein shall be performed after the end of the pay period in question.
  4. Hours payable at double-time rates pursuant to this Section shall be paid and shall not be credited as compensatory time.
  5. Nothing herein shall be construed to authorize double time payment for any other overtime worked under the provisions of this contract.

## 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)

Juneeteenth  
(June 19)

Christmas Day  
(December 25)

Independence Day  
(July 4)

New Year's Eve Day  
(December 31)

Labor Day  
(1st Monday in September)

In the discretion of the Employing Department, employees whose regular assignment is in a non-continuous operation, is dependent upon interaction with the administration, the courts, or employees outside the Bargaining Unit, and who work a regular Monday through Friday schedule, will observe the contractual holiday on the same day as that designated by the Civil Service Commission for similarly situated administrative employees.

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### **Section B. Eligibility.**

Permanent full-time employees, regardless of work schedule, qualify for paid holiday absence by being in full pay status:

1. (Continuing Employee) The employee's last scheduled work day immediately preceding the holiday and the first scheduled work day immediately following the holiday when both days fall within the same biweekly work period; or
2. (Separating Employee) The employee's last scheduled work day immediately preceding the holiday when the holiday occurs or is observed on the last scheduled work day of the biweekly work period; or
3. (New Employee) The employee's first scheduled work day following the holiday when the holiday occurs or is observed on the first scheduled work day of the biweekly work period. If a holiday occurs or is observed on the first scheduled work day of a new or returning employee's initial biweekly work period, such employee shall not qualify for paid holiday absence for that day.

An employee who is scheduled or required to work on a contractual holiday, but who fails to report for and perform such assigned work without reasonable cause, shall not be eligible to receive holiday pay for such holiday. An employee shall not be eligible for both holiday absence pay and any other form of paid leave on a contractual holiday.

An employee on a disciplinary suspension shall not lose his/her holiday eligibility solely as a result of the scheduling of the suspension.

### **Section C. Work on a Holiday.**

The Employer may require employees to work on a paid holiday. The Employer specifically reserves the right to determine the nature and level of work to be performed on paid holidays, as well as the sole discretion to schedule or not schedule employees on such paid holidays.

The Department of Health and Human Services shall not schedule below the established minimum Forensic Security Assistant staffing level. In the Department of Corrections appropriate staff levels above the applicable full staffing Scheduling Plan shall be scheduled on those paid holidays when additional activities associated with observance of the holidays are scheduled.

Employees required to work on a holiday shall have such day treated as a regular workday.

Employees who are in pay status for more than 80 hours in a work period as a result of such holiday shall have the time in excess of 80 hours in a pay period treated as regular overtime work.

**Section D. Equivalent Allowance.**

Permanent employees who regularly provide less than full-time service are entitled to paid holiday absence in proportion to the time actually worked in accordance with current practice.

**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.



## ARTICLE 19

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;
  - b. The Employer shall consider the probability of the employee's ability to return to work within a reasonable period of time;
  - c. The request for a medical leave of absence will not be denied solely on the basis that the employee has previously been granted an aggregate of six months of medical leave of absence.
2. Criteria for Extensions. Only under bona fide mitigating circumstances may a leave of absence be extended beyond six months.

Except as may otherwise be provided in this agreement, an employee may elect to carry a balance of annual leave during a leave of absence. An employee may elect to carry a compensatory time balance during the leave of absence only with the approval of the Appointing Authority. Denial of a request to carry a compensatory balance shall not be grievable. Such leave balances shall be made available to the employee upon return from a leave of absence but may be utilized only with prior approval of the Appointing Authority.

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

### **Section D. Educational Leave of Absence.**

The Employer may approve an individual employee's written request for a full-time educational leave of absence for an initial period of time up to one year. To qualify for such an educational leave, the employee must be admitted as a full-time student as determined by the established requirements of the educational institution relating to full-time status. Before the leave of absence can become effective, a curriculum plan and proof of enrollment must be submitted by the employee to his/her Appointing Authority.

At the request of the Employer, the employee shall provide evidence of continuous successful full-time enrollment in such curriculum plan in order to remain on or renew such leave. Such education shall be directly related to

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

**Section E. Medical Leave of Absence.**

Upon depletion of accrued sick leave credits, an employee upon request may be granted a leave of absence for personal illness, injury or temporary disability necessitating his/her absence from work. Such leave may be granted for a period of up to six months within a five-year period, plus any approved extensions upon providing required medical information. Time off on medical leave of absence due to pregnancy shall not be counted against this six-month period. The employee's request shall include a written statement from the employee's physician indicating the specific diagnosis and prognosis necessitating the employee's absence from work and the expected return to work date.

A request for a medical leave of absence after the employee has returned to work from an injury or illness absence, due to complications and/or a relapse from that injury or illness will be considered as a medical leave extension request, provided this type of extension is requested within 60 days of return from the original absence.

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

In all other circumstances, a request to extend a medical leave of absence for more than one year may be granted in the sole discretion of the Employer, and only upon sufficient evidence being presented that the employee will, upon expiration of the extension, be able to return to full performance of duties. A denial of such request shall not be grievable.

When a status employee's request for extension of a medical leave of absence is denied, upon individual employee written request, the Employer

## ARTICLE 19

shall grant a waived rights leave of absence for a period not to exceed one year pursuant to Section I. of this Article.

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

This Section shall not impair the right of the Employer to require an employee to furnish acceptable medical certification from his/her health care provider (as the term is defined under the FMLA and its implementing regulations) of the employee's mental and/or physical fitness to continue or return to work.

### **Section F. Family and Medical Leave Act.**

The parties recognize that the Employer and employees are subject to the provisions of the federal Family and Medical Leave Act (the Act) and have recorded their agreement on implementation of the right and obligations of employees and the Employer under the terms of the Act and its implementing regulations, as may be amended from time to time, in the accompanying Letter of Understanding. The provisions of this Agreement pertaining to the employee's own serious health condition (medical leave), parental leave, and family care leave shall be administered in a manner to assure that the employee's rights under the Act and its implementing regulations are respected. A complaint that such rights under the Act or its implementing regulations have been violated by the Employer shall not be a grievance for purposes of this Agreement.

### **Section G. Military Leave.**

Whenever an employee enters into the active or inactive military service of the United States, the employee shall be granted a military leave of absence and granted such wage, seniority and benefit continuation entitlement as provided under Civil Service Rules and Regulations and applicable statutes. It is the clear intent to abide by the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 and other applicable federal statutes. Complaints regarding USERRA and other applicable federal statutes are not grievable.

If Civil Service Rules or Regulations are revised, the parties shall meet to discuss their application to Bargaining Unit members.

Whenever an employee is required to attend active or inactive duty training, upon employee request, the employee shall be released on annual leave and/or compensatory time even if the number of annual leave slots under

the formula are filled. Previously approved annual leave requests shall not be canceled to accommodate the military leave. However, if an annual leave slot under the formula is available, the employee(s) shall be placed in the available openings. In the event the employee does not have sufficient accruals to cover such absence, approved lost time shall be granted. Written notification must be given to the employee's supervisor as soon as the employee is aware of his/her training schedule.

#### **Section H. Leave for Union Office.**

The Employer shall grant requests for leaves of absence to employees in this Bargaining Unit upon written request of MCO, and upon written request of the employee, subject to the following limitations:

1. The written request of MCO shall be made to the employee's Appointing Authority and shall indicate the purpose of the requested leave of absence.
2. If the requested leave of absence is for the purpose of permitting the employee to serve in an elective or appointive office with either MCO or the International, the request shall state what the office is, the term of such office and its expiration date. This leave shall cover the period from the initial date of election or appointment through the expiration of the first full term of office.
3. If the requested leave of absence is for the purpose of permitting the employee to serve as a staff representative for either MCO or the International, such leave shall be for a minimum of two pay periods but shall not extend beyond the end of this Agreement.
4. The Employer is not obligated to grant such leaves of absence for more than one employee from any one Agency in the Department of Corrections or more than one from any other Department. For purposes of this Section, "Agency" in the Department of Corrections is defined as a Facility or Community Corrections Program.

#### **Section I. Waived Rights Leave of Absence.**

The Employer may grant a waived rights leave of absence for a period up to one year to an employee in those situations when an employee must leave his/her position for reasons beyond his/her control and for which a regular leave of absence is not granted. Employees do not have the right to return to state service at the end of a waived rights leave of absence but will have the continuous nature of their service protected, provided they return to work

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prior to the expiration of such leave. All requests for a waived rights leave of absence must be made to the employee's Appointing Authority in writing specifying the reason for the request. An employee granted a waived rights leave of absence may not carry any annual leave balance during such leave.

### **Section J. Parental (Maternity/Paternity) Leave.**

Upon written request, an employee shall be granted parental leave for up to six months, following the birth of his/her child, or adoption of a child. Such leave must commence immediately following the expiration of the employee's medical leave (for the mother) or upon adoption, but not later than eight weeks following delivery or upon adoption of a child. If both parents are covered by this contractual provision, such leaves may be taken either concurrently or consecutively. Based upon its operational needs, the Employer may grant an extension of such leave upon request of the employee. The Employer shall consider a request for annual leave immediately prior or subsequent to the period of the parental leave in the same manner as a request for annual leave at other times. This Section does not diminish entitlements under the FMLA, such as inception of leave for the father.

### **Section K. Return from Leave of Absence.**

3. An employee who requests to return to work prior to the expiration of the approved leave (other than waived rights) may return only with the approval of the Appointing Authority. Such approval shall not be arbitrarily withheld.

### **Section L. Jury and Witness Duty.**

An employee engaged in jury duty, including the jury selection process, shall be released from the scheduled workday for such duty. An employee so released may elect to receive payment for such jury service under one of the following arrangements:

1. Leave of absence without pay, in which case the employee shall retain jury duty pay and travel/meal expense reimbursement (if any); or
2. Compensatory time or (in the absence of available compensatory time credits), annual leave credits, in which case the employee shall retain the jury duty pay and travel/meal expense reimbursement (if any); or
3. Paid administrative leave, in which case the employee shall remit the jury duty pay (but not travel/meal expense reimbursement) to the Employer.

Upon being notified of jury duty, the employee shall provide notice to the Employer, and thereafter apprise the Employer of the jury duty schedule on a daily basis before the beginning of the employee's scheduled work day. In the event the employee is to receive paid administrative leave, such payment shall be at the base rate (excludes shift differential).

An employee subpoenaed to appear before a court in the judicial branch of government as a witness for the people, or to give testimony arising out of his/her duties as a state employee (and the employee had a reasonable basis for believing his/her conduct was within the scope of authority delegated to the employee), the employee shall be released on paid administrative leave. Second and third shift employees shall be permitted an equivalent amount of time off from the scheduled work on their preceding or succeeding shift for such appearance. The employee shall remit to the Employer all witness fees received (up to the amount of their salary), including travel/meal expense reimbursement received. The employee will be reimbursed by the Employer for any travel/meal expenses in accordance with the State Standardized Travel Regulations.

If an employee is requested or subpoenaed as a witness or appears in court in any other capacity, he/she will not be considered as performing duties associated with state employment, nor shall paid administrative leave be granted.

**Section M. Victim Impact Statements.**

An employee injured as a result of a prisoner or patient assault, and where the prisoner or patient is prosecuted, shall be allowed to appear at the sentencing of the prisoner to make a Victim Impact Statement. The employee shall be allowed administrative leave from actual duty time for attendance at and necessary travel to the hearing, but such administrative leave shall not exceed one work shift. No equivalent time off or overtime shall be permitted. Such employee is not representing the department and is not considered to be performing official duties associated with state employment and shall not appear in court in uniform.

## ARTICLE 20

### ARTICLE 20 PERSONNEL FILES

#### **Section A. General.**

There shall be only one official personnel file maintained by the Department or at a facility for each employee. Where the official file is maintained at a facility, the Department shall have the right to maintain a copy at the central office. If dual files are kept (i.e., one at the department and one at the agency), the information concerning discipline and job performance in each file shall be identical. In no event shall an employee's medical file be contained in his/her personnel file; appropriate notations to permit cross reference to the medical file for documentation of transactions and payroll entries are permitted.

For purposes of this Article, notes kept by a supervisor shall not be considered a personnel file. Such notes shall be kept in a confidential manner and shall be considered the property of the maker of such notes, and shall not be placed in the employee's personnel file, unless the employee is provided with an exact copy of the notes. Notes concerning matters and events which involve the employee, but which matters the supervisor has not discussed with the employee, shall not be part of the personnel file.

#### **Section B. Access.**

Access to and usage of individual personnel files shall be in accordance with applicable law and shall be restricted to authorized management personnel, the employee and/or the Union representative when authorized in writing by the employee. An employee shall have the right, upon request, to review his/her personnel file at reasonable intervals (generally not more frequently than two times per year), and may be accompanied by a Union Representative if he/she so desires. Upon request, the Employer shall make a copy of documents in a personnel file and furnish such copies to the employee. The Employer may charge a reasonable fee for copies previously furnished to the employee or Union, when requests for such copies become excessive. To the extent permitted by law under the Freedom of Information Act (F.O.I.A.), documents and information in the personnel file will not be released if such release would be a clearly unwarranted invasion of the employee's privacy. Prior or concurrent notice shall be given an employee when his/her personnel file is given out pursuant to F.O.I.A.

**Section C. Employee Notification.**

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

An employee who disagrees with information contained in a personnel file may submit a written statement explaining his or her position. The statement shall not exceed 5 sheets of 8 ½ inch by 11 inch paper and shall be included in any review or release of the related records.

**Section D. Non-Job Related Information.**

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

**Section E. Time Limits.**

Except as to matters involving patient abuse or neglect, upon employee request, records of disciplinary actions/less than satisfactory service ratings issued subsequent to the execution of this Agreement shall be removed from an employee's file 24 months following the date on which the action was taken or the rating was issued, or the date the underlying conduct occurred or the Employer became aware of the conduct, whichever is later, provided that no new disciplinary action/less than satisfactory service rating has occurred during such 24 month period.

In the Department of Health and Human Services, records relating to disciplinary action/less than satisfactory service for substantiated abuse or neglect of a patient shall be removed not later than 48 months following the date of the underlying conduct or the Employer became aware of the conduct, whichever is later, provided no new disciplinary action or service rating for abuse or neglect has been issued to the employee during the 48 month period. For purposes of this Section, the term "substantiated" shall mean a disciplinary action/less than satisfactory service rating not grieved, or upheld in the grievance procedure in accordance with Article 9 of this Agreement.

Counseling memoranda shall similarly be removed 12 months following the date of issuance, upon employee request at such time, provided no new counseling memorandum, or less than satisfactory service rating, has been issued during such 12 month period.



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These provisions shall not prohibit the Employer from maintaining records of disciplinary action arising out of violations of prohibited practices as defined in the Civil Service Rules and Regulations. Nothing in these provisions is intended to prohibit the Employer from retaining (in a location other than in the employee's personnel file) and using records, even if "dated", as evidence in defending against claims of unlawful discrimination by the Employer, the State, its departments, agencies, officers, employees or agents.

The provisions of this Section shall apply retroactively to disciplinary actions/less than satisfactory service ratings and written reprimands/counseling memoranda initiated prior to the execution of this Agreement, to the extent that such information cannot be used in any hearing or proceeding concerning the employee.

For purposes of computing time for expunging records under this Section, only time in pay status, Workers' Compensation, and military leave shall be counted.

The Employer may remove such documents prior to the expiration of the respective period, at the employee's request, and at the sole discretion of the Employer.

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**CONTRACTING AND SUB-CONTRACTING**

The Employer reserves the right, subject to Civil Service Rules and Regulations, to contract out or sub-contract any work it deems necessary or desirable and/or as required by law.

Whenever contracting out or sub-contracting will result in substantial adverse impact upon Bargaining Unit employees, the Employer will inform the Union and will meet under the Civil Service Rules and Regulations upon the resulting impact of such decision on employees, its remedy or modification.

Nothing in this Article shall prohibit the Employer from continuing and/or renewing current contracting and sub-contracting arrangements, and from contracting or sub-contracting with different parties for the same or similar services.

Nothing in this Agreement shall be construed to prohibit or limit the Employer in the use of contractual services in accordance with Civil Service Rules and Regulations; rather, this Article is a commitment for the departmental employer to provide the Union with notice of impending use of contractual services, to provide reasonable Meet and Confer rights in such circumstances, and to make reasonable efforts, not involving a delay in implementation, to reduce or otherwise modify the impact of such contractual services on existing Bargaining Unit employees.

The Employer's notice to the Union of impending use of contractual services shall consist of a copy of the request made to Civil Service and shall include such matters as:

- a. The nature of the work to be performed or the service to be provided.
- b. The proposed duration and cost of such sub-contracting.
- c. The rationale for such sub-contracting.

In case of preauthorized contractual services, c. above need not be provided; however, the Employer agrees to meet with the Union, upon request, should the Union have questions concerning the information provided.

## ARTICLE 22

### 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 Civil Service Commission, and supply at least one copy of such notices to the Union, if not previously provided.

#### **Section D. In-Service Training.**

Policies, work rules and regulations concerning conduct and performance shall be available to employees. The Employer shall make a reasonable effort to provide training, review, and the furnishing of necessary copies of such information to employees. In furnishing information to employees, handbooks, summaries and other suitable formats may be used. Management will endeavor to provide sufficient training to enable employees

to effectively deal with circumstances normally met on the job. The Department of Corrections obligation to ameliorate any substantial adverse impact upon high seniority employees caused by statutory and Civil Service Commission-approved certification standards shall be subject to secondary negotiations.

The parties agree to continue their Letter of Understanding regarding commercial driver licenses, which appears as Letter of Understanding #1 in this Agreement.

The parties agree to establish a joint labor-management Forensic Training Committee (FTC) consisting of three representatives designated by the Union and three representatives designated by the Department of Health and Human Services. The parties shall each make a good faith effort to appoint at least one member who has professional training or employment responsibilities in the area of occupational education and training.

The FTC 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 supplied to all FTC members. Meetings shall be open to such other representatives of the parties as the committee members deem appropriate. Committee members appointed by the Union shall be permitted time off from the job for attendance at scheduled committee meetings. However, any pay provided by the employer for attendance at such meetings shall be governed by Civil Service Rules and Regulations.

The charge to the committee shall be to collect and review information on forensic psychiatric programs, such as: the nature and structure of the workforce; the educational and work experience requirements for employees who are performing substantially similar job functions as Michigan's Forensic Security Assistant; the statutory or other legal bases upon which these job requirements are predicated; the identification of knowledge, skills and abilities which are most frequently required of Forensic Security Assistant counterparts; the identification and description of training programs currently being conducted for Forensic Security Assistant counterparts; the identification and description of areas in which the qualifications and training of Michigan's Forensic Security Assistants may be enhanced.

The committee shall make recommendations as needed and submit a status report to the Director of Health and Human Services, in January of each year.

## ARTICLE 22

### **Section E. Printing Agreement.**

The Employer shall be responsible for the cost of its own copies of this Agreement and copies for supervisors. The Employer and Union shall jointly proof this Agreement against the tentative Agreement ratified by the parties and shall agree upon a common cover color and format prior to final printing and distribution. The Union shall be responsible for the cost of its own copies and copies to be provided to employees in the Bargaining Unit. Copies of this Agreement shall be available to be consulted by an employee upon request in the office of every supervisor of employees covered by this agreement. Printing costs shall be proportionately shared between the parties.

Notwithstanding the paragraph above, employing departments shall be responsible for the cost of printing a number of Security Unit contracts sufficient to provide one copy for each employee who is or becomes employed in the Security Unit. The Employer expressly reserves the right, after agreeing upon color and format, to obtain printed copies in the most cost-effective manner possible. However, the Employer assumes no responsibility for the distribution of such contract copies to members of the Bargaining Unit.

### **Section F. Effect of Civil Service Commission Rules and Compensation Plan.**

The parties recognize that they are subject to the Civil Service Rules and Compensation Plan of the Michigan Civil Service Commission. The parties therefore adopt and incorporate herein such Rules (excluding rules governing prohibited subjects of bargaining) and provisions of the Compensation Plan as they exist on the effective date of this Agreement, provided that the subject matter of such Rules and Compensation Plan is not covered in the Agreement.

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

Where any provision of this Agreement is in conflict with any current Commission Rule or provision of the Compensation Plan, regarding a proper subject of bargaining, the parties will regard Commission approval of this Agreement, without exception, as an expression of policy by the Commission that the parties are to be governed by the provisions of this Agreement. If required by the Commission to do so, the parties agree to jointly petition the

Commission to amend the application of any Rule or provision of the Compensation Plan which it determines to be in conflict with the application of the provisions of this Agreement. Upon approval of the parties' petition, if any, by the Commission, the parties will be governed by the provisions of this Agreement. In the event the Commission denies the parties' petition, the current Rule(s) and/or Compensation Plan shall govern.

**Section G. Savings Clause.**

Should any part of this Agreement or any provision contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, including the Michigan Civil Service Commission, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties agree that if such part or provision is invalidated, they will meet as expeditiously as possible to determine what effect, if any, such invalidation has on the terms and conditions of employment in this Unit which are the subject of this Agreement and negotiate a mutually satisfactory replacement for such part or provision.

**Section H. Constitutional Change.**

The parties recognize that a constitutionally mandated change may alter the Collective Bargaining framework under which this Agreement was reached. In such an event, either party may submit proposals for negotiation of those issues which may be affected in accordance with such altered framework.

**Section I. Uniforms.**

1. Department of Corrections. In the Department of Corrections, where the Employer requires the employee to wear a uniform or special clothing, the Employer will furnish such clothing, which shall be worn in accordance with the uniform policy.

If a full uniform issue cannot be furnished to the employee, compatible clothing may be worn on duty. Existing uniform supplies will be used prior to the issuance of the new clothing items. Non-dangerous Union insignia, such as pocket protectors and affiliation lapel pins, may be worn with uniforms.

Management specifically reserves the right to determine for which classes of employees, and at which facilities within the Correctional Facilities Administration and, if any, within the Field Operations Administration, the uniform shall be required. However, in exercising such right, the

## ARTICLE 22

Department of Corrections shall not withdraw the uniform issuance and wearing requirements from any employee whom it has been determined shall be subject to such requirements, including Bargaining Unit employees in the Community Corrections Centers, resident home programs and work crew positions, except upon the agreement of the Union.

- a. The quantity, minimum quality standards, and replacement frequency of uniform distribution shall be subject to secondary negotiations at the request of either party.
- b. The Department of Corrections shall maintain its current uniform policy for the life of this Agreement, except that the Department shall have the right, upon reasonable notice to the Union and review by the Standing Uniform Advisory Committee, and without an obligation to negotiate, to prescribe the uniform, the circumstances under which the various uniform items must be worn, and to determine what apparel items are included in and/or compatible with the prescribed uniform, provided that such determinations do not create an unsafe working condition not inherent in a correctional setting.
- c. Standing Uniform Advisory Committee - A standing uniform advisory committee is hereby continued, consisting of three representatives designated by the Department, and three representatives designated by the Union. The Chair of the committee shall be alternated between the Department and the Union in one-year terms (January - December), with the Department assuming the Chair for the first term. The committee shall meet on a quarterly basis, and more frequently at the call of the Chair. The expenses of the members shall be the responsibility of the parties respectively, except that leave shall be granted to the Union's representatives to cover reasonable and necessary travel time and attendance at committee meetings. However, any pay provided by the employer for attendance at such meetings shall be governed by Civil Service Rules and Regulations.

The purpose of the committee shall be to initiate, receive, consider and advise the department on various issues related to the uniform and its components including, but not limited to, suggested or proposed changes in the department's uniform policy; deviations and/or exceptions to the wearing requirements authorized at the facility or institution level; components to be added to, substituted for, or deleted

from the standard uniform issuance; and, the style, safety and functional features of the uniform and its components.

It is not the intent of the parties to diminish the right of the Union to grieve management decisions which have the effect of creating an unsafe working condition which is not inherent in a correctional setting.

- d. Dry Cleaning/Laundering and Tailoring - Each employee required to wear the uniform will be entitled to an allowance of \$250.00 per year to cover dry cleaning, laundering and tailoring expenses of the uniform, as well as compatible footwear expenses as provided in Subsection e. below.

In addition, Bargaining Unit members who are classified as either Corrections Security Representatives or as Corrections Resident Representatives shall be eligible for the \$250.00 per year cleaning allowance provided in this Subsection.

Effective October 1, 2005, this allowance shall increase to \$575.00. FSAs not currently receiving the allowance shall receive an allowance of \$325.00.

The allowance will be paid by the second pay period in October prorated by the number of full pay periods the employee is in pay status in this Bargaining Unit during the previous Fiscal Year. The current practice of excluding from pay status a pay period during which the employee was on workers' compensation for the entire time may continue.

While the normal replacement schedule frequency for various components of the prescribed uniform is subject to the determination of the Department, working through the Standing Uniform Advisory Committee, items that are unwearable due to normal wear and tear will be replaced on an as-needed, case-by-case basis. Damage to garments caused by breaking up fights, etc., will be replaced or paid for by the Employer.

- e. Shoe/Boot Reimbursement - If the Department of Corrections is unable to provide the employee with the pair of shoes/boots in his/her correct size, the Department will reimburse the employee for his/her purchase of the correct size pair of shoes/boots which conforms to the Department's standards and policy as determined by the Standing Uniform Advisory Committee. Such reimbursement shall not be more



## ARTICLE 22

frequent than once per fiscal year, nor in an amount greater than the price (plus tax) contained on the receipt furnished to the Department by the employee, not to exceed eighty dollars (\$80.00). Alternatively, an employee will be reimbursed for up to \$160.00 for a pair of boots every two fiscal years under the above conditions. The employee who opts to wear compatible non-state issued footwear shall not be entitled to the reimbursement.

2. Department of Health and Human Services. The parties agree such uniform allowance shall continue to be applicable to Bargaining Unit employees at the Center for Forensic Psychiatry who have been issued uniforms. The provision of, quantity and replacement schedule for each component of the uniform shall be subject to secondary negotiations and, if such negotiations occur, the subject of a uniform committee and its purpose, and the allowance may also be addressed.
3. Style & Safety Features. Both MCO and the Employer agree that the intent of this Section is to promote a professional appearing employee and both agree that it is the sole responsibility of the Employer to enforce its uniform policy.

### **Section J. Eating Areas.**

The Employer shall provide eating areas, separated from employees' normal areas of work, wherever possible.

### **Section K. Representation in Civil Litigation.**

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

The Employer may also indemnify an employee for the payment of any judgment, settlement, reasonable attorney fees or court costs where the

employee is found to have committed an intentional tort, if the employee's intentional conduct occurred while fulfilling his/her necessary duties and functions and was carried out pursuant to a direct order of his/her supervisor, was conduct required by the direct order, or was conduct in keeping with well-established and approved past practices of the Department; provided, the employee shall have the right to select counsel of his/her own choosing, with mutual agreement with the Employer.

**Section L. LTD/Workers' Compensation Disputes.**

When an employee who is enrolled in the State's Long Term Disability Insurance program is disabled from work due to injury or illness, and the employee has been initially denied LTD benefits for such disability on the basis that the disability is, or appears to be, compensable under the State's workers' compensation program, the employee shall be entitled (upon request to the LTD carrier) to enter into a private contractual arrangement with the LTD carrier to receive LTD benefits, if the employee signs an agreement to reimburse the LTD carrier in the amount of any workers' compensation benefits received.

Disputes regarding the denial of LTD/Workers' Compensation benefits are not grievable under this Agreement. However, disputes regarding denial of Public Act 293/414 benefits for approved Workers' Compensation claims are subject to the grievance procedure contained within Article 9 of this Agreement.

**Section M. Resignation.**

An employee may rescind his/her resignation from employment any time prior to the effective date of the resignation.

**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.

Nothing herein shall be interpreted to provide that the Union has waived any of its rights to contest or challenge any statute, in a court of law, which alters or restricts the rights provided in this Agreement.

**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.

Sexual harassment is expressly prohibited. No person shall subject an employee to sexual harassment during the course of employment in the state classified service. The Employer will make all reasonable efforts to prevent sexual harassment. When allegations of sexual harassment are made, the Employer will investigate them and, if substantiated, take corrective action.

For the purposes of this policy, sexual harassment is unwanted conduct of a sexual nature which adversely affects another person's conditions of

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employment and/or employment environment. Such harassment includes, but is not limited to:

- a. Repeated or continuous conduct which is sexually degrading or demeaning to another person.
- b. Conduct of a sexual nature which adversely affects another person's continued employment, wage, advancement, tenure, assignment of duties, work shift or other conditions of employment.
- c. Conduct of a sexual nature that is accompanied by a threat, either expressed or implied, that continued employment, wages, advancement, tenure, assignment of duties, work shift, or other employment conditions may be adversely affected.

## ARTICLE 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.

**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 necessarily be regarded as agreement with

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its contents. A copy shall be retained in the employee's individual personnel file.

The written summary of formal counseling shall contain a statement of:

1. The general nature of the problem.
2. The specific respects in which performance is unacceptable, including examples, times, dates, and places of such unacceptable performance.
3. Any previous individual measures taken by the supervisor to correct the performance problem, such as prior informal or formal counseling.
4. How the employee is expected to improve performance, including a description of what is acceptable performance and the steps to achieve acceptable performance.
5. The time frame during which the employee must demonstrate improvement to an acceptable standard.
6. Progressively more serious actions which may result if performance is not improved as required within the established time frame.

### **Section D. Removal of Counseling Records.**

If, during the one year period following the date of any written summary of formal counseling, the employee has received neither further formal counseling, an unsatisfactory service rating, nor any disciplinary action, and on or after the expiration of such one year period the employee requests the Employer to do so, the Employer shall remove the written summary of formal counseling from the employee's individual personnel file.

### **Section E. Counseling Appeals.**

A non-probationary employee may grieve an unsatisfactory service rating through the final step of the grievance and arbitration procedure. An employee may grieve formal counseling through Step Two of the grievance procedure, and the Departmental redetermination step established and regulated in Article 9. Such redetermination shall be confined to a review of the grievance record and such relevant new evidence as is presented for consideration.

### **Section F. Unsatisfactory Service Ratings.**

An employee shall be entitled to Union representation, upon request, at any conference at which the employee is receiving an unsatisfactory service rating under the authority recognized in Civil Service Rules and Regulations.

**ARTICLE 27**  
**WAGES AND LONGEVITY**

**Section A. Wages**

**Fiscal Year 2022-2023.**

On October 1, 2022, the base hourly rate in effect at 11:59 p.m. on September 30, 2022, for all steps in the pay ranges for all bargaining unit classifications shall be increased by five percent (5%).

**Fiscal Year 2023-2024.**

On October 1, 2023, the base hourly rate in effect at 11:59 p.m. on September 30, 2023, for all steps in the pay ranges for all bargaining unit classifications shall be increased by two percent (2%).

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

**Section B. Fiscal Year 2024-2025.**

Provisions concerning wages for fiscal year 2024-2025 shall be opened by either party giving written notice to the other of its intent to bargain in accordance with provisions of Article 39.

**Section C. High Security Retention Premium Pay.**

The State will continue the High Security Premium Pay program described below. The program is intended to provide financial incentives to Security Unit employees to continue working in certain high security correctional assignments, and not to transfer to other -- lower security -- assignments, work locations and institutions.

The high security assignments for which the premium is to be paid are work units with a security designation of level IV or higher within a Department of Corrections, Correctional Facilities Administration institution which itself is designated by the Michigan Department of Corrections as having a security



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rating of level IV or higher. Employees in work units with a security designation of level IV or higher at other CFA facilities and institutions (i.e., regional, multiple, medium and minimum) are not eligible for the premium payment.

Employees employed in the high security work units described above who, at the end of the immediately preceding pay period, have two or more years (4,160 or more hours) of 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 (except Union administrative leave of absence used pursuant to the provisions of Article 7, Section G. of the Agreement). Such premium payment shall be included as part of the regular rate of pay in computing overtime premium pay.

Payment of the high security premium pay shall be made together with the regular biweekly pay warrant, unless it is determined that such pay calculation cannot be accomplished under the state's automated payroll system.

Employees of new facilities opening after the effective date of this Agreement which have a security designation of level IV or higher shall receive the high security premium pay provided in this Section, when assigned for an indefinite term to a work unit with a security designation of level IV or higher. Employees at the Scott Correctional Facility shall also receive the high security premium pay when assigned for an indefinite term to a work unit with a security designation of level IV or higher. All Department of Corrections CTO classifications shall receive the retention pay.

A temporary assignment to a work unit or assignment with a security designation of level III or lower shall result in a loss of the high security premium pay only if such assignment totals more than ten consecutive full days of actual work. A temporary assignment to a work unit or assignment with a security designation of level IV or higher shall result in the temporary granting of high security premium pay only if such assignment totals more than ten consecutive full days of actual work.

### **Section D. Department of Health and Human Services Retention Premium Pay.**

Employees employed at the Department of 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 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 <sup>1</sup>	ANNUAL PAYMENT
5	10,400	\$260
6	12,480	
7	14,560	
8	16,640	
9	18,720	\$300
10	20,800	
11	22,880	
12	24,960	
13	27,040	\$370
14	29,120	
15	31,200	
16	33,280	
17	35,360	

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18	37,440	\$480
19	39,520	
20	41,600	
21	43,680	\$610
22	45,760	
23	47,840	
24	49,920	
25	52,000	\$790
26	54,080	
27	56,160	
28	58,240	
29 & Over	60,320+	\$1,040

<sup>1</sup> Eligibility for payment at any bracket will occur upon completion of the equivalent hours of service indicated in the bracket.

1. No active employee shall receive more than the amount scheduled for one annual longevity payment during any 12 month period except in the event of retirement or death.
2. Initial payments. Employees qualify for their initial payment by completing an aggregate of five years (10,400 hours) of continuous service prior to October 1. The initial payment shall always be a full payment (no proration).
3. Annual Payments.
  - a. Employees qualify for full annual payment by completing 2,080 hours of continuous service during the longevity year.
  - b. Employees who are in pay status less than 2,080 hours shall receive a pro rata annual payment based on the number of hours in pay status during the longevity year.
4. Payments to employees who become eligible on October 1 of any year shall be made on the pay date following the first full pay period in October; except that pro rata payments in case of retirement or death shall be made as soon as practicable thereafter.
5. Lost Time Considerations.
  - a. Lost time is not creditable continuous service nor does it count in qualifying for an initial or an annual payment.

- b. Employees do not earn state service credit in excess of 80 hours in a biweekly pay period. Paid overtime does not offset lost time, except where both occur in the same pay period.
- 6. Payment to employees on leave of absence without pay and layoff on October 1.
  - a. An employee on other than a waived rights leave of absence, who was in pay status less than 2,080 hours during the longevity year, will receive a pro rata annual payment based on the number of hours in pay status during the longevity year; such payment shall be made on the pay date following the first full pay period in October.
  - b. An employee on a waived rights leave of absence will receive a pro rata longevity payment upon returning from leave.
- 7. Payment at retirement or death. An employee with 12,480 hours of currently continuous service, who separates by reason of retirement or death shall qualify and receive both a terminal and a supplemental payment as follows:
  - a. A terminal payment, which shall be either:
    - (1) A full initial longevity payment based upon the total years of both current and prior service, if the employee has not yet received an initial longevity payment; or,
    - (2) A pro rata payment for time worked from the preceding October 1 to the date of separation, if previously qualified. The pro rata payment is based on hours in pay status since October 1 of the current fiscal year.
  - b. A supplemental payment for all time previously not counted in determining the amount of prior longevity payments, if any.

Longevity Overtime. The regular rate add-on for longevity will be calculated and paid retroactively for overtime worked in the previous fiscal year. This amount will be included in the longevity payment.

**Section F. Completion of Bargaining.**

This completes the parties' obligation to collectively bargain over Article 27 Section B for fiscal years 2022-2023 and 2023-2024, and Article 27 Sections C-F for fiscal years 2022-2023, 2023-2024 and 2024-2025.

## ARTICLE 28

### 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 in a principal department, the legislature, and the supreme court which immediately preceded entry into the state classified service, or for which a leave of absence was not granted; up to five years of honorable service in the armed forces of the United States subsequent to January 1, 1938, for which a Military Leave of Absence would have been granted had the veteran been a state classified employee at the time of entrance upon military service. (When an employee separates from

employment and subsequently returns, military service previously credited shall not count as current continuous state service for purposes of requalifying for additional annual leave if the employee previously qualified for and received these benefits.)

**Section C. Crediting.**

Annual leave shall be credited at the end of the biweekly work period in which 80 hours of paid service is completed. Annual leave shall be available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned. When paid service does not total 80 hours in a biweekly work period, the employee shall be credited with a pro-rated amount of leave for that work period based on the number of hours in pay status divided by 80 hours multiplied by the applicable accrual rate. No annual leave shall be authorized, credited or accumulated in excess of the schedule below, except that an employee who is suspended or dismissed in accordance with this Agreement and who is subsequently returned to employment with back benefits through grievance settlement or by an Arbitrator under Article 9, shall be permitted annual leave accumulation in excess of the schedule below. Any excess thereby created shall be liquidated within two years from the date of reinstatement by means of paid time off. An employee who returns to work from an injury or illness covered by Workers' Compensation shall also be permitted to be paid off for annual leave accumulation in excess of the schedule with written notification during the first biweekly of their return to work or to retain such excess accumulation. Such excess shall be liquidated within one year from the employee's return to work by means of paid time off work.

Any excess that exists thereafter caused by denied leave requests shall be paid off at rates then in effect. If the employee separates from employment for any reason during that one or two-year grace period, the employee or beneficiary shall be paid for no more than the maximum as indicated below of unused credited annual leave.

Subject to applicable tax and accounting regulations, an employee who has been discharged and thereupon paid off for his/her annual leave balance, but who is subsequently restored to employment with full backpay and benefits, shall have the option upon such reinstatement to either retain the amount of the payment, and therefore forego a restored annual leave balance, or return the payment and have such leave restored.

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Except as may be authorized by state retirement statute, no annual leave in excess of 240 hours shall be included in final average compensation for the purpose of calculating the level of retirement benefits. The parties agree that the 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

#### **Section D. Transfer and Payoff.**

Employees who voluntarily transfer from one state department to another shall be paid off at their current rate of pay for their unused annual leave. However, the employee may elect, in writing, to transfer up to 80 hours of accumulated annual leave. Annual leave in excess of 80 hours, if any, up to the maximum may be transferred with the approval of the departmental employer to whose service the employee transfers.

Employees who separate by reason other than suspension, approved leave of absence, or temporary layoff shall be paid at their current hourly base rate for the balance of their unused annual leave. An employee who is suspended or placed on a leave of absence shall not be entitled to payment for unused annual leave balance.

An employee separated from State employment by reason of indefinite layoff (including a voluntary layoff for a definite term in excess of 20 calendar days) may elect to freeze annual leave up to the accumulated balance at the time of layoff. Such balance shall be retained until the employee elects to be paid off for the balance or until the employee's recall rights expire, whichever occurs first. Payoff shall be at the employee's base rate of pay at the time of layoff.

If, while in such layoff status, the employee requests payoff, such payment shall not be due and payable, although it may be made, until 60 calendar

days following the date of layoff or 30 calendar days following the date of written request, whichever occurs later.

If such an employee has not elected to freeze annual leave as provided above, such payment shall not be due and payable, although it may be made, until the payroll which contains the 60th calendar day following the date of layoff is released.

In the event such employee is recalled or otherwise returned to permanent State employment during or upon the expiration of such period, the obligation to make such payment shall be canceled.

An employee who retires from an assault covered by Public Act 293 or Public Act 414 shall be paid for all accrued annual leave in excess of the annual leave cap.

**Section E. Utilization.**

Notwithstanding any practice (formal or informal) to the contrary, an employee may charge absence to annual leave only with the prior approval of the Employer; however, such approval shall not be arbitrarily withheld. Annual leave shall not be credited or used in anticipation of future leave credits. In the absence of sufficient leave credits, or in the event of unexcused absence for which annual leave is denied, payroll reductions (lost time) shall be made for the work period in which the absence occurred.

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

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

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



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

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

### **Section F. Annual Leave Application and Scheduling.**

Consistent with the operational needs of the Employer, annual leave may be granted at such times during the year as requested by the employee, in the order received. Operational needs shall include (among other things) vacation schedules.

Employees on annual leave who become ill or are injured and who thereby require (1) hospitalization, (2) emergency surgery/treatment and convalescence there from, or (3) a return to home and confinement thereto, may convert such period of time to sick leave. Employees required to return from annual leave because of death or unexpected illness of a person for whom sick leave could normally be used may convert such time to sick leave, provided that the employee furnishes the documentation required for such circumstances. Where annual leave is converted to sick leave, and the use of sick leave is for a qualifying purpose under the FMLA, such sick leave, if for five or more work days, may be counted against the employee's FMLA entitlement of 12 work weeks during a 12 month period.

### **Section G. Birthday Leave.**

In each year of this Agreement, each employee who has one or more years of seniority and is in satisfactory standing, shall be credited with a birthday annual leave grant of eight hours which shall be available to the employee only during the pay period containing the employee's birthday. By notice to the supervisor not more than 30 days but not less than seven days prior to the beginning of the pay period in which the birthday falls, the employee shall be entitled to use such leave to provide a paid absence on his/her birthday

or, by mutual agreement between the employee and the supervisor, on another day in such pay period. The eight hours grant of birthday leave shall not be credited to an employee more than once in a fiscal year. The eight hour grant of birthday leave shall not be counted as part of the total authorized annual leave credits, nor shall such birthday leave be paid off upon separation.

In the event an eligible employee is denied both a request to take the actual birthday and a request to take a day contiguous to the regular days off as the birthday leave day, and the employee actually works on the birthday, the employee shall be compensated at overtime premium rates of time and one-half (1½) for all hours worked on the birthday.

#### **Section H. Annual Leave Buy-Back.**

An employee separated from State employment by reason of layoff who has been rehired from layoff to a permanent position in a different Department or Agency may elect, while in such position, to restore up to 80 hours of accumulated annual leave balances which have been paid off. An employee recalled to the Department and Agency from which he/she was laid off may elect to restore any portion of annual leave up to the amount he/she was paid off.

An employee electing this option shall buy back the annual leave at the rate of pay in effect at the time of return from layoff. Such payment shall be made to the Department/Agency making the payoff. Such option may be exercised only one time, and may be exercised only during the first 13 pay periods of the recall.

#### **Section I. Emergency Use.**

Employees will be authorized to charge an absence from work due to an emergency (such as transportation troubles) to annual leave and details of implementation will be agreed to at facility Labor-Management meetings, or as necessary by the Department and MCO. At the request of either party, the subject of a departmental policy regarding charging unanticipated absences to annual leave shall be subject to bargaining at secondary negotiations. Agreements reached (or, in the event of impasse, imposed) as a result of secondary negotiations shall supersede such local labor-management agreements to the extent there is a conflict between the secondary provision and the local provision.

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### **Section J. Additional Annual Leave.**

Each permanent full-time non-probationary employee shall receive 12 hours of annual leave to be used in accordance with sections of this Article pertaining to annual leave usage. Four of these hours are in lieu of a biennial General Election Day holiday. Such leave shall be credited to the eligible employee's annual leave counter on each October 1st of this Agreement. Such leave shall be credited to the employee upon returning from leave of absence (if not previously credited) and return to active payroll status. Such leave shall be credited to an employee entering or re-entering the Bargaining Unit (e.g., recall from layoff) on a pro-rata basis. However, no employee shall be entitled to more than one grant of leave in any fiscal year.

It shall be the employee's responsibility to monitor the balance in his/her annual leave counter in order to permit crediting of the leave grant on October 1st.

### **Section K. Annual Leave Bank.**

Upon employee request, unless provided otherwise in this Article, annual leave credits may be donated and transferred to other employees for their use under the following conditions:

#### 1. Donations.

- a. Annual leave donations must be in whole hour increments and must be for a minimum of four hours and cannot exceed a maximum of 40 hours per employee annually.
- b. A direct donation to a particular employee may occur at any time.
- c. Employee donations are irrevocable.
- d. The right to donate hours is not limited to employees in this Bargaining Unit where reciprocal agreements exist with other exclusive representatives or is provided for in Civil Service Rules and procedures for non-exclusively represented employees.

#### 2. Right to Receive Annual Leave Donations. An employee may receive donated annual leave credits under the following conditions:

- a. The employee must have successfully completed his/her initial probationary period and must be facing financial hardship due to serious injury or the prolonged illness of the employee or his/her dependent spouse, child, or parent.

- b. The employee must have exhausted all of his/her own leave credits, and not be receiving LTD or Workers' Compensation.
  - c. The employee's absence from work must have been approved by the Employer.
  - d. The employee may receive a maximum of 240 hours provided in Section 1. above.
  - e. If the receiving employee returns to work with unused donated hours, those unused hours shall be transferred to the leave bank.
  - f. The employing department and MCO shall each designate one representative to review requests and determine eligibility to receive donated leave bank hours.
3. Procedure. Where the MCO chapter and facility administration agree that annual leave donation is appropriate, the request, along with a list of employees wishing to make donations, shall be forwarded to the Department of Corrections Labor Relations Manager or Department of Health and Human Services designee, as appropriate, and the MCO Central Office for approval. Such request should also include the circumstances of the hardship.

#### **Section L. Banked Leave Time.**

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

The employee must exhaust all BLT hours prior to being considered for any annual leave donation.

Upon an employee's separation, death or retirement from state service, unused BLT hours shall be contributed by the State to the employee's account within the State of Michigan 401(k) plan, and if applicable to the State of Michigan 457 plan. If the employee does not have a 401(k) account, one will be created. Such contribution shall be treated as non-elective employer contributions, and shall be calculated using the product of the following: (i) the number of BLT hours and, (ii) the employee's base hourly rate in effect at the time of the employee's separation, death, or retirement from state service.

**ARTICLE 29**  
**PAID SICK LEAVE**

**Section A. Allowance.**

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.

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.

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.

**Section B. Sick Leave Utilization.**

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:

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;
2. Appointments with doctor, dentist, or other professional medical practitioner to the extent of time required for such appointments when it is not possible to arrange such appointments for non-duty hours provided the employee has notified the Employer of such appointment on or before the start of the shift;

3. Absence caused by attendance on the day of the funeral of a relative, or person whose financial or physical care is the principal responsibility of the employee (annual leave not to exceed two days may be used for any necessary additional travel to attend the funeral); or
4. Illness, or injury in the immediate family which necessitates the employee's absence from work. Immediate family shall be spouse, parent(s) or foster parent(s), children or step-children, brother(s), sister(s), parent(s)-in-law, grandparent(s), grandchild(ren), and any person(s) for whose financial or physical care the employee is principally responsible. The amount of time off for the death of an immediate family member shall be by mutual agreement; in the event of dispute, the employee shall be allowed five days leave, if requested.
5. FMLA Leave. An employee may request or the Employer may require an employee to use accumulated sick leave credits to substitute for all or part of an unpaid medical leave of absence or family care leave of absence in accordance with this Agreement when the leave is for a qualifying purpose under the Federal Family and Medical Leave Act (FMLA). The amount of the paid leave to be counted against the employee's FMLA leave entitlement will not exceed 12 workweeks during a 12 month period. The 12 month period is as defined in the FMLA Letter of Understanding accompanying this Agreement.

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

- a. The employee requests sick leave to substitute for an unpaid intermittent or reduced work schedule; or
- b. Where the employee requests the use of sick leave for a qualifying purpose under the FMLA and the absence from work is intended to be for five or more workdays.

Where the employee requests or the Employer requires the use of sick leave and it is determined based on information provided to the Employer by the employee (or the employee's spokesperson if the employee is unable to do so personally) that the reason for the paid leave is for a qualifying purpose under the FMLA, the Employer may designate the leave as such and it will be counted against the employee's 12 workweek entitlement under the FMLA. When the Employer requires that paid leave be substituted for unpaid

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leave, or that sick leave be counted as FMLA leave, this designation will be made at the time the Employer determines that the leave qualifies as FMLA leave. The Employer will notify the employee that the paid leave is designated and will be counted as FMLA leave. In no event will the Employer designate leave as FMLA leave after the leave has ended.

### **Section C. Disability Payment.**

In case of work-incapacitating injury or illness for which an employee is or may be eligible for work disability benefit under the Michigan Workers' Compensation law, such employee, with the approval of the Employer, may be allowed salary payment which, with the work disability benefit, equals two-thirds ( $\frac{2}{3}$ ) of the regular salary or wage. Leave credits may be utilized to the extent of the difference between such payment and the employee's regular salary or wage. An employee shall designate his/her option of leave usage which will be effective with the current claim period. This will take effect the pay period following notification of the change and will not be retroactive. Changes to designation of leave usage or non-usage are permitted.

In addition and only in accordance with applicable statutes, an employee who is disabled from employment as a result of assault by a prisoner or patient, or in the course of quelling a prisoner or patient riot, shall be maintained in full pay status, without loss of benefits, for the period of such disability, up to a maximum of 100 weeks. Prior to the expiration of such period, if the employee continues to be disabled, the employee may request an accommodation pursuant to the Federal Americans with Disabilities Act. If such request is made, the Employer will grant a medical leave of absence for the time necessary to process the accommodation request. In the event an accommodation is not granted, the employee may elect one of the following options:

1. Retire, if qualified pursuant to the applicable retirement statute provisions;  
or
2. Resign, in which case the employee shall receive payment for 100% of any annual leave balance and, if hired before October 1, 1980, receive payment for 50% of any sick leave balance; or
3. Exercise the right to a waived rights leave pursuant to Article 19, Section I. of this Agreement, in which case the employee shall receive a sick leave payoff pursuant to Section D. of this Article, and payment for 100% of any existing annual leave balance.

If the employee does not exercise one of the options above, he/she shall be considered as having voluntarily resigned.

An employee disabled for 50 weeks or less may be entitled to a medical leave of absence in accordance with Article 19.

**Section D. Accumulation and Payoff.**

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

An employee hired or reinstated before October 1, 1980 who separates from the state classified service for retirement purposes in accordance with the provisions of a state retirement act shall be paid for 50% of unused accumulated sick leave as of the effective date of separation at the employee's final regular rate of pay, by the Agency from which the employee retires.

In the case of the death of an employee hired or reinstated prior to October 1, 1980, payment of 50% of unused accumulated sick leave shall be made to the beneficiary or estate by the Agency which last employed the deceased employee. Such payment shall be at the employee's final regular rate of pay.

Upon separation from the state classified service for any reason other than retirement or death, an employee hired or reinstated prior to October 1, 1980 shall be paid for a percentage of unused accumulated sick leave in accordance with the following table of values. Payment shall be made at the employee's final regular rate of pay by the 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

**Section E. Proof.**

All sick leave used shall be certified by the employee and verified by such other evidence when required by the Employer for reasonable cause. It is not normally necessary for an employee to provide documentation for each occasion of sick leave usage. Verification of sick leave shall not be arbitrarily



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requested. If there is reasonable cause for verification, the employee shall be notified of such requirement, including the reason for such verification, before or at the time the employee notifies the Employer of his/her absence. Falsification of such certification and/or evidence shall be cause for discipline up to and including dismissal. Standards and/or guidelines to be followed by the Employer in its determination of reasonable cause shall be provided to the Union and Bargaining Unit employees for their information. Nothing herein shall preclude the Employer from taking corrective action to address excessive absenteeism; such corrective action shall be grievable.

Notwithstanding any of the above, the Employer expressly reserves its rights and prerogatives pursuant to Article 25 of this Agreement and the Civil Service Rules and Regulations.

### **Section F. Return to (and continued) Service.**

The Employer expressly reserves the right to deny an employee the opportunity to return to work in those circumstances where the employee has been absent from work claiming illness or injury, for five or more consecutive work days, the employee has been informed he/she is required to supply medical verification, and the employee has not supplied it. The Employer reserves the right to require an employee to furnish acceptable medical certification of mental and/or physical fitness to continue or return to work, with or without restriction, regardless of whether use of sick leave is at issue. This provision shall not be construed to mean the Employer must require the employee to submit medical verification in such cases.

Previous unused sick leave allowance shall be placed to the credit of a laid off employee upon return to permanent employment within three years of such layoff. A separated employee who received payment for unused accumulated sick leave under this Article and who returns to service shall not be credited with any previously earned sick leave.

### **Section G. Transfer.**

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

**Section H. Funeral Leave.**

In the event of the death of an employee's spouse, child, parent, brother or sister, the employee will be allowed 8 hours of funeral leave on the day of the funeral to attend the service.

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**STATE-SPONSORED GROUP INSURANCE**

**Group Insurances.**

**Section A. Enrollment**

New hires will be permitted to enroll in group insurance plans for which they are eligible during their first thirty-one (31) days of employment. Coverage under such plans is effective the first day of the bi-weekly pay period after enrollment.

Insurance elections made during the annual open enrollment process are effective the first day of the first full pay period in October, unless otherwise indicated. Effective January 1, 2021 insurance elections made during an annual open enrollment process are effective on January 1 of the following year, unless otherwise indicated.

Employee premium share for health, dental and vision insurance shall be as specified in the charts appended to this Agreement. Employees hired on or after January 1, 2000, who are appointed to a position with a regular work schedule consisting of 40 hours or less per bi-weekly pay period shall pay 50% of the premium for health, dental and vision insurance. This shall not apply to an employee appointed to a permanent-intermittent position. Eligibility for enrollment shall be in accordance with current contractual provisions. Employees who have a regular work schedule of 40 hours or less per biweekly pay period who are temporarily placed on a regular work schedule of more than 40 hours per biweekly pay period for a period expected to last six months or more shall be considered as working a regular work schedule of more than 40 hours for the period of the temporary schedule adjustment.

Financial incentives for selection of certain lower cost plans or for opting out of coverage will continue to be offered. The incentive amount and payment schedule will be determined in conjunction with the annual rate setting process administered by the Civil Service Commission and the State Personnel Director.

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Group insurance plan provisions shall be effective at the beginning of the first full pay period in October, unless otherwise specified. Effective January 1, 2021 group insurance plan provisions shall be effective January 1, unless otherwise specified.

### **Section B. Health Insurance**

The State agrees to continue to offer health plans that are compliant with the requirements of the Patient Protection and Affordable Care Act (PPACA) and its implementing regulations. No plan will be offered where the total aggregate cost when calculated in accordance with the Internal Revenue Service (IRS) regulations would exceed PPACA excise tax limits. Coverage details, including premium share, deductibles, co-pays and coinsurance and out-of-pocket maximum (OOPM) amounts and effective dates are described in Appendix F. Plans offered will include:

- The State Health Plan Preferred Provider Organization (SHP PPO)
- Health Maintenance Organization(s) (HMOs),
- A Catastrophic Health Plan -This plan will be eliminated effective January 1, 2023.
- Effective January 1, 2021 - A State High-Deductible Health Plan with Health Savings Account

In addition to the State Health Plan PPO and HMO options provided in Article 30, Section B of this agreement, plans offered will also include the State High-Deductible Health Plans with Health Savings Accounts implemented by the Employee Benefits Division of the Michigan Civil Service Commission for nonexclusively represented employees. Insurance elections made during an annual open enrollment process are effective on January 1 of the following year, unless otherwise indicated. In 2020, a one-time short plan year will also be implemented from the first full pay period in October through December 31, 2020.

The aggregate cost for the health insurance plans extending into 2021 (or 2022 or 2023, as applicable) must fall below the federal excise tax thresholds established by the IRS under PPACA. The aggregate cost which must be counted toward the respective federal excise tax threshold will be calculated in accordance with IRS guidelines.

The employer agrees to provide notice as soon as administratively feasible, but not later than July 15 of each year of the upcoming plan year rates for all health insurance plans. If the aggregate cost for any one of the health

insurance plans offered by the State during open enrollment for coverage to being in January of the upcoming year exceeds federal excise tax thresholds established by the IRS, the parties agree that beginning with the Flexible Spending Account (FSA) enrollment for the upcoming calendar year, the General Purpose Flexible Spending Account option will be reduced or eliminated to maintain aggregate cost below the applicable federal excise tax thresholds, unless prohibited by law, or if doing so would invalidate the plan in whole or in part resulting in additional costs to the employer and/or employees.

The SHP PPO shall include coverage for the following:

**(1) Wellness and Preventive Coverage.**

In-network Wellness and Preventive Coverage will continue to be provided as required by the PPACA and as outlined in Appendix F.

The SHP PPO will continue to offer voluntary care management services for high-risk, medically complex cases designed to work with the covered employee or enrolled dependent, provider and caregivers to ensure a clear understanding of the condition, prognosis and treatment options and help coordinate provider services.

**(2) Prescription Drugs.**

In order to promote the usage of generic prescription drugs to reduce costs while maintaining the quality of care, the Pharmacy Benefit Manager (PBM) will automatically substitute an approved generic drug for prescriptions written for multi-source brand name drugs, except for a list of narrow therapeutic index agents, e.g., Dilantin. In those instances when a physician prescribes a multi-source brand name drug and indicates on the prescription, "Dispense As Written" or DAW, the brand name drug will be dispensed and the enrollee will pay the applicable preferred or non-preferred brand name co-payment plus the difference in cost between the generic drug and the brand name drug. Brand name drugs are deemed to be non-preferred because of the availability of a generic equivalent or a therapeutically or chemically equivalent brand name drug. Maintenance drugs filled at a participating retail pharmacy will only be approved up to a 34-day supply.

The Employer shall continue to offer a mail order prescription drug option for maintenance drugs. At the employee's option, an employee

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may elect to purchase maintenance prescription drugs filled at up to a 90-day supply through the mail order option.

The employee co-pays for drugs at retail and through mail order are listed in Appendix F.

### **(3) Second Surgical Opinions**

An individual will be entitled to a second surgical opinion. If that opinion conflicts with the first opinion the individual will be entitled to a voluntary third surgical opinion. Second and third surgical opinions shall also be subject to applicable office visit co-pays and deductibles as provided in Appendix F.

### **(4) Home Health Care.**

A program of home health care and home care services to reduce the length of hospital stay and admissions shall be available at the employee's option. The service must be prescribed by an attending physician who must certify that the home health care services are being used instead of inpatient hospital care, and that the patient is confined to the home due to illness. Services shall be covered to the extent that they would have been covered if the individual had remained or been confined in the hospital.

Home infusion therapy shall be covered as part of the home health care benefit or covered by its separate components (e.g. durable medical equipment and prescription drugs), however a patient shall not be required to be homebound.

### **(5) Hospice Care.**

Hospice care shall be available to terminally ill enrollees. Services must be provided by a participating hospice program, and written statements of prognosis may be required. Covered hospice benefits include physical, occupational and speech language therapy, Home Health Aid services, medical supplies and nursing care. See Appendix F for deductible and co-pay amounts.

### **(6) Birthing Centers.**

Birthing center care shall be available to employees at their option in lieu of hospitalization. Birthing center care is covered under the delivery and nursery care benefits set forth in Appendix F.

**(7) Hearing Care Program.**

The hearing care program will include audiometric exams, hearing aid evaluation tests, hearing aids and fitting subject to the applicable office call fee for the examination and shall be available once every thirty-six (36) months unless significant hearing loss occurs earlier and is certified by a physician. When medically appropriate, binaural hearing aids are a covered benefit. See Appendix F.

**(8) Weight Reduction**

Employees and covered dependents enrolled in the SHP PPO will be eligible for a lifetime maximum reimbursement of \$300 for non-medical, weight reduction if they meet the following conditions:

- (a)** The employee or covered dependent is obese as defined by being more than one hundred (100) pounds overweight or more than fifty percent (50%) over ideal weight and weight loss clinic attendance is prescribed by a licensed physician, or
- (b)** The employee or covered dependent is more than fifty (50) pounds overweight or more than twenty-five percent (25%) over ideal weight, has a diagnosed disease for which excess weight is a complicating factor, and weight loss clinic attendance is prescribed by a licensed physician.

The \$300 amount will not apply to the SHP PPO deductibles.

**(9) Durable Medical Equipment.**

Durable medical equipment (DME) and prosthetic and orthotics appliances are covered benefits as outlined in Appendix F, Medically necessary orthopedic inserts prescribed by a licensed physician are included as a covered benefit.

**(10) Dependent and Long Term Nursing Care.**

The parties agree to work cooperatively to provide assistance in identifying and referring employees and dependents to appropriate custodial care facilities and to agencies for custodial care at home.

**(11) Smoking Cessation**

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The SHP PPO shall include a smoking cessation program which shall include smoking cessation counseling.

**(12) In-and-out-of-network process.** An employee may be eligible to receive a waiver to allow in-network coverage by out-of-network providers if in-network providers are not available within a standard distance below, or based on the type of services required.

Waivers will be available if the Third Party Administrator (TPA) determines access to network providers is not within the standard distance. The standards for the waiver are as follows:

- Where there are not two (2) primary care physicians within fifteen (15) miles;
- Where there are not two (2) specialists within twenty (20) miles;
- Where there is not one (1) hospital within twenty-five (25) miles.

Failure to seek services from a PPO provider will result in a Plan member being treated as out-of-network unless the covered member was seeking services as the result of an emergency. If there is not adequate access to a PPO provider, exceptions will be handled on a per case basis. A member is considered to have access to the network based on the type of services required, except as provided above.

If a member does not have access to the network, the member will be treated as in-network for all benefits. The member will be responsible for the applicable in-network deductibles, co-payments and coinsurance.

If a member does not have access to the network but then additional providers join the network so that the member would now be considered in-network, the member will be notified and given a reasonable amount of time in which to seek care from an in-network provider. Care received from a non-network provider after that grace period will be considered out-of-network and the out-of-network deductibles, co-payments, coinsurance and out-of-pocket maximums will apply. If a member is undergoing a course of treatment at the time he or she becomes in-network, the in-network rules will continue for that course of treatment only.

pursuant to the PPO Standard Transition Policy. Once the course of treatment has been finished, the member must use an in-network provider or be governed by the out-of-network rules.

**(13) Subrogation.**

In the event that a Plan member receives services that are paid by the SHP PPO, or is eligible to receive future services under the SHP PPO, the SHP PPO shall be subrogated to the participant's rights of recovery against and is entitled to receive all sums recovered from, any third party who is or may be liable to the participant, whether by suit, settlement, or otherwise, to the extent of recovery for health related expenses. A participant shall take such action, furnish such information and assistance, and execute such documents as the SHP may request to facilitate enforcement of the rights of the SHP and shall take no action prejudicing the rights and interests of the SHP.

**(14) Telemedicine**

An optional telemedicine program will be available for health and mental health services, subject to applicable office visit co-pays and deductibles. See Appendix F.

**2. Health Maintenance Organization (HMO).**

As an alternative to the State Health Plan, enrollment in HMOs may be offered to those employees residing in areas where qualified licensed HMOs are in operation. HMO Coverage information is provided in Appendix F.

**Section C. Dental Expense Plan.**

(a) The State agrees to continue to offer dental plans. Coverage details, including premium share, co-pays, annual maximum and separate lifetime orthodontic maximum and effective dates are described in Appendix G. Plans offered will include:

- The State Dental Plan Preferred Provider Organization
- A Dental Maintenance Organization (More Dental Maintenance Organizations shall be explored)
- A Preventive Dental Plan

(b) Covered Dental Expenses: The Dental Expense Plan will pay for incurred claims for employee and/or enrolled dependents at the applicable percentage of either the actual fee or the usual, customary



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and reasonable fee, whichever is lower, for the dental benefits covered under the Dental Expense Plan.

Coverage for the following services under each plan is listed in Appendix G:

**(1) Diagnostic Services:**

Oral examinations and consultations twice in a fiscal year.

**(2) Preventive Services:**

Prophylaxis - teeth cleaning three (3) times in a fiscal year, four (4) times when medically necessary;

Topical application of fluoride for children up to age 19, twice in a fiscal year;

Space maintainers for children up to age 14.

Oral exfoliate cytology (brush biopsy) will be covered when warranted from a visual and tactile examination.

**(3) Radiographs:**

Bite-wing x-rays once in a fiscal year, unless special need is shown;

Full mouth x-rays once in a five (5) year period, unless special need is shown.

**(4) Minor Restorative Services (fillings):**

Amalgam, silicate, acrylic, porcelain, plastic and composite restorations;

Gold inlay and outlay restorations.

**(5) Major Restorative Services:**

Onlays and crowns when the teeth cannot be restored with another filling material.

**(6) Oral Surgery:**

Extractions, including those provided in conjunction with orthodontic services;

Cutting procedures; Treatment of fractures and dislocations of the jaw.

**(7) Endodontic Services:**

Root canal therapy;

Pulpotomy and pulpectomy services for partial and complete removal of the pulp of the tooth;

Periapical services to treat the root of the tooth.

**(8) Periodontic Services:**

Periodontal surgery to remove diseased gum tissue surrounding the tooth;

Adjunctive periodontal services, including provisional splinting to stabilize teeth, occlusal adjustments to correct the biting surface of a tooth and periodontal scaling to remove tartar from the root of the tooth;

Treatment of gingivitis and periodontitis-diseases of the gums and gum tissue.

**(9) Bonding:**

The dental plan covers cosmetic bonding for the eight (8) front teeth of children between the ages of 8-19 years of age. Cosmetic bonding is a covered benefit when it is required because of severe tetracycline staining, severe fluorosis, hereditary opalescent dentin, or amelogenesis imperfecta.

**(10) Prosthodontic Services:**

Repair or rebasing of an existing full or partial denture;

Initial installation of fixed bridgework;

Implants;

Initial installation of partial or full removable dentures (including adjustments for six [6] months following installation);

Construction and replacement of dentures and bridges (replacement of existing dentures or bridges is payable when five

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[5] years or more have elapsed since the date of the initial installation).

### **(11) Sealants:**

Coverage for sealants on permanent molars that are free of any restorations or decay. Sealant treatment is payable on a per tooth basis. Dependents up to age 14 are eligible for the sealant application. The benefit is payable for only one application per tooth within a three (3) year period.

### **(12) Orthodontic Services:**

Minor treatment for tooth guidance;

Minor treatment to control harmful habits;

Interceptive orthodontic treatment;

Comprehensive orthodontic treatment;

Treatment of an atypical or extended skeletal case;

Post-treatment stabilization;

Separate lifetime maximum of \$1,500 per each enrollee; Orthodontic services for dependents up to age 19; for enrolled employee and spouse, no maximum age. Effective 1/1/2023 Separate lifetime maximum of \$1,750 per each enrollee; Orthodontic services for dependents up to age 19; for enrolled employee and spouse, no maximum age. Orthodontic coverage shall be extended to each dependent up to age 25 if the dependent is a full-time student at an accredited institution.

### **(d) Dental At-Point-of-Service PPO**

Employees and dependents enrolled in the State Dental Plan may access the improved benefit levels specified in Appendix G by utilizing dental care providers that are members of the Point-of-Service PPO.

**Section D. Vision Care Insurance.**

- a. The State agrees to continue to offer a vision plan. Coverage details for participating and non-participating providers, are described in Appendix H. Except for employees appointed to a position with a regular work schedule consisting of 40 hours or less per bi-weekly pay period as provided above, the Employer shall pay one hundred percent (100%) of the applicable premium for employees covered by this Agreement for the Group Vision Plan.
- b. Benefits payable for participating providers under the Plan will be as follows:
  - (1)**Examination:** Payable once in any twelve (12) month period with an employee co-payment identified in Appendix H.
  - (2)**Suitability Exam:** A contact lens suitability exam determines whether you can wear contact lenses. The fee for this exam is included in the allowance for the contact lenses.
  - (3)**Replacement Frequency:** The Plan will cover eyeglass lenses, frames or contact lenses once every twelve (12) months if there is a prescription change. Effective 1/1/2023 the plan will cover eyeglass lenses, frames or contact lenses once every twelve (12) months without a prescription change.
  - (4)**Eyeglass Lenses:** Lenses are payable once every twelve (24) months with an employee co-payment identified in Appendix H for eyeglass lenses and frames. The standard lens size definition is 60 millimeters in diameter. If a larger lens is selected, the employee must pay for the additional expense attributable to lens size greater than 60 millimeters in diameter.
  - (5)**Special Lenses:** The Plan will cover slab off prism and prism lenses with no additional charge to the employee. Lenticular lenses are payable as defined in item 3 above.
  - (6)**Contact Lenses**
    - Medically Necessary:** The Plan will cover medically necessary contact lenses once every twelve (12) months with an employee co-payment identified in Appendix H. Medically necessary means (a) must correct the member's acuity to 20/70 or better in the better eye or (b) the member has one of the following visual conditions: kerataconus, irregular astigmatism, or irregular corneal curvature.
    - Not Medically Necessary:** The Plan will pay a maximum allowance identified in Appendix H and the employee shall pay any

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additional charge of the provider for such contact lenses. The contact lens evaluation is included in the cost of the contact lens allowance.

**(7) Frames:** The maximum frame allowance is identified in Appendix H and the employee shall pay any additional charge from the provider for the frames.

**(8) Lens Options:** The Plan will cover Rose Tint 1 and Rose Tint 2 or Photochromatic tint at no additional charge to the employee

c. Plan payments for out of network providers are identified in Appendix H.

d. **Computer Glasses:** Employees who are required to use computers and other digital devices or microfiche readers on a full-time basis shall be eligible for reimbursement for an initial Vision Testing Examination at rates provided herein on regardless of when they were last examined, or on an annual basis in conjunction with a routine eye exam.

Such employees who require prescription corrective lenses which are different than those normally used, are eligible for an additional pair of glasses at the benefit level described in Appendix H. These lenses and frames are in addition to those provided under the Vision Care Insurance. An employee obtaining glasses for working who does not otherwise wear glasses would not be covered by this provision.

e. **Safety Glasses:** Employees who are required to use safety glasses on a full-time basis, as determined by the departmental employer, and who use prescription eyeglasses shall be eligible for a pair of prescription safety glasses at the benefit level described in Appendix H. These lenses and frames are in addition to those provided under the Vision Care Insurance.

### **Section E. Long Term Disability Insurance.**

The Employer shall maintain the existing Long Term Disability Insurance coverage, except that effective October 1, 2005, the eligibility period for Plan II claimants who remain totally disabled shall be reduced from age 70 to age 65, or for a period of 12-months, whichever is greater. Additionally, the benefit period for "mental/nervous" claims shall be limited to 24 months from the beginning of the time a claimant is eligible to receive benefits. This limitation does not apply to mental health claims where the claimant is under in-patient care. These changes shall only apply to new claims made after September 30, 2005.

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

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

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

The monthly maximum benefit will be \$5000 for disabilities beginning after September 30, 2002.

#### **Section F. Life Insurance.**

- a. Employee Life:** The Employer shall provide a State-sponsored group life insurance plan which has a death benefit equal to two (2) times annual salary rounded up to the nearest \$1,000, with a minimum \$10,000 benefit. The Employer shall pay one hundred percent (100%) of the premium for this benefit. Less than full-time employees who are working 40% or more of full time shall have their benefit level determined as if they were working full-time in a full-time position. Employee life insurance coverage is effective on the first day of employment.
- b. Dependent Life:** An employee may enroll legal spouse and/or eligible children in a dependent life insurance plan. Dependent children must be unmarried and between the ages of 15 days and 23 years. The age ceiling under the optional life insurance plan shall not apply to dependents who are documented as being incapacitated by a physical or mental impairment, provided coverage does not terminate for any other reason.

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- (1) Employee pays one hundred percent (100%) of premium for optional dependent coverage via payroll deduction.
- (2) Employee may choose between seven (7) levels of dependent coverage:
  - (a) Level one insures spouse for \$1,500 and children from age 15 days to 23 years for \$1,000.
  - (b) Level two insures spouse for \$5,000 and children from age 15 days to 23 years for \$2,500.
  - (c) Level three insures spouse for \$10,000 and children from age 15 days to 23 years for \$5,000.
  - (d) Level four insures spouse for \$25,000 and children from age 15 days to 23 years for \$10,000.
  - (e) Level five insures children only from age 15 days to 23 years for \$10,000.
  - (f) Level six insures spouse for \$50,000 and children from age 15 days to 23 years for \$15,000.
  - (g) Level seven insures children from age 15 days to 23 years for \$15,000.

### **9. Accidental Death Insurance.**

The State shall provide a State-sponsored Accidental Death Insurance Plan which has a benefit of \$100,000 in case of an employee's accidental death in line of duty.

### **Section G. Continuation of Group Insurances.**

#### **a. Upon Layoff.**

- (1) Employees who are laid off, at the time of layoff, may elect to continue enrollment in the SHP PPO (or alternative plan) and life insurance plan by paying the full amount (100%) of the premium. Such enrollment may continue until the employee is recalled or for a period of three (3) years, whichever occurs first. Such employees may also elect to continue enrollment in the Group Dental (or alternative plan) and/or Group Vision Plans by paying the full amount (100%) of the premium. Such enrollment may continue until the employee is recalled or for a period of

eighteen (18) months, whichever occurs first. In accordance with Paragraph (2) of this Section, the Employer shall pay the Employer's share of such premiums for two (2) pay periods for employees selecting these options.

- (2) Employees laid off as a result of a reduction in force may elect to pre-pay their share of premiums, if any, for the SHP PPO (or alternative plan), Group Dental Plan (or alternative plan), Group Vision Plan, and life insurance for two (2) additional pay periods after layoff by having such premiums deducted from their last pay check. The Employer shall pay the Employer's share of premiums for the SHP PPO (or alternative plan), Group Dental Plan (or alternative plan), Group Vision Plan, and life insurance for two (2) pay periods for employees selecting this option. Coverage for the State Health Plan (or alternative plan), Group Dental Plan (or alternative plan), Group Vision Plan, and life insurance shall thereafter continue for these two (2) pay periods. Election of this option shall not affect the laid off employee's eligibility for continued coverage as outlined in Paragraph (1) of this Section.

**b. Upon Leave.**

Employees who are granted a leave of absence may elect to continue enrollment in the SHP PPO (or alternative plan) at the time the leave begins. Except as may be otherwise provided in the Federal Family and Medical Leave Act, for continuation of health plan benefits, such employees shall be eligible for continued enrollment during the leave of absence by paying the full amount (100%) of the premium. Such employees may also elect, at the time the leave begins, to continue enrollment in the life insurance plan for up to twelve (12) months by paying the full amount (100%) of the premium. Such employees may likewise elect to continue enrollment in the Group Dental Plan (or alternative plan) and/or Group Vision Plan for up to eighteen (18) months by paying the full amount (100%) of the premium.

**c. Continuation of Life Insurance Coverage in the Event of Total Disability.**



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Upon presentation of satisfactory evidence of total disability to Civil Service, which is defined as receiving benefits from one of the following:

- (1) The State's Long Term Disability Plan,
- (2) Social Security Disability coverage,
- (3) Workers' Compensation Insurance, or
- (4) The State's Duty or Nonduty Disability Retirement Plan,

The employee shall receive life insurance coverage fully paid by the Employer for as long as the employee is totally disabled. All premium payments made by the employee prior to establishing Total Disability shall be reimbursed to the employee. The benefit level is the amount in force on the day the employee becomes totally disabled; however, if the employee is totally disabled on his/her 65th birthday, the employee shall be considered retired and the life insurance coverage shall be the same as if the employee had retired.

### **d. Group Insurance Enrollment Upon Limited Term Recall.**

All employees covered by this Agreement who accept limited term recall into positions in these Bargaining Units are eligible for enrollment in all group insurance plans in which they were enrolled at the time of layoff. Coverages in such plans shall be the same as the coverage at the time of layoff. Such employees shall not be considered as temporary (less than 720 hours) employees.

- e. Health Plan coverage for enrolled dependents will cease the 30th day after a Bargaining Unit member's death unless the covered Bargaining Unit member is eligible for an immediate pension benefit from the State Employees' Retirement System, or unless the dependents elect continued plan coverage in accordance with provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

### **Section H. Group Auto and Homeowners Plan.**

Employees in these Bargaining Units shall, upon completion of a successful bidding process, be eligible for enrollment in a group auto and homeowners plan with the employee to pay the entire cost of any premiums.

**Section I. Voluntary Benefits**

Employees in these Bargaining Units shall be eligible to enroll in a Voluntary Benefits plan established by the Employer. The entire cost of any premiums shall be paid by the employee through payroll deduction or by direct bill as permitted by the specific plan. Benefits offered may include home and auto insurance, voluntary group term life insurance, universal life insurance, and a pre-paid legal plan. Plan offerings will be announced through an annual open enrollment process, and in the event any optional coverage plan is cancelled or withdrawn, employees enrolled in the plan will be sent written notice at least 30 calendar days in advance of the coverage end date.

**Section J. Flexible Spending Accounts (FSAs).**

The Employer shall maintain a flexible compensation plan for employees in these Bargaining Units, and employees are eligible to participate in Dependent Care and Medical Spending Accounts authorized in accordance with Section 125 of the Internal Revenue Service (IRS) Code except as provided in Section B. of this Article.

Beginning January 1, 2021, the employer shall offer employees the option of enrolling in either a general- purpose flexible spending account or a limited-purpose flexible spending account, as authorized by federal law for health-care expenses.

**Section K. Labor Management Healthcare Committee**

The Union shall be entitled to continue to participate in statewide Labor Management Healthcare Committee meetings.

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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, union leave, or administrative leave no employee shall earn shift differential.

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.

The value of shift premium shall not be included in determining the value of fringe benefits which are based on pay rate; all such fringe benefits will be based on the straight-time pay rate.

### ARTICLE 32 TRAVEL EXPENSE REIMBURSEMENT

#### **Section A. Travel on State Business.**

Reimbursement Rates. The Employer agrees to continue the system for establishing, revising, and paying reimbursement for travel, meals, and lodging expenses incurred while traveling on State business in accordance with the Standardized Travel Regulations issued by the Civil Service Commission and the Department of Technology, Management and Budget, except as otherwise specifically delineated in this Agreement. In the event

the Civil Service Commission changes reimbursement rates for non-exclusively represented employees, such revised rates shall be applicable to Bargaining Unit members unless mutually agreed otherwise by the Union and the Office of the State Employer.

1. Mileage While on Travel Status.

- a. The approved private car rate shall be the Federal Standard Mileage Rate as determined by the Internal Revenue Service. Changes in this rate shall be effective on the date established by the IRS.
- b. The rate for use of a non-state owned vehicle when a state vehicle is available shall be set at the rate the DMB Motor Transport Division establishes for its fleet mid-size vehicle.

2. Home-to-work Mileage. Reimbursement to the State shall be at the applicable MTD rate, and in accordance with statute.

**Section B. Meal Reimbursement Eligibility and Meals Without Charge.**

1. Meals While Away From the Work Location.

- a. Employees on State business who are away from their facility and not provided a meal shall be reimbursed in accordance with the State Travel Regulations as described below. Reimbursement shall be actual expenses up to the maximum amount. Employees shall not be required to attach the receipt for any reimbursed meal to the request, however it remains the employee's responsibility to maintain supporting documentation of actual meal expenses incurred for which reimbursement from the Department was received. Allowances for individual meals will be based on the following schedule:
  - i. Breakfast: When travel commences prior to 6:00 a.m. and extends beyond 8:30 a.m.
  - ii. Lunch: When travel commences prior to 11:30 a.m. and extends beyond 2:00 p.m. or if the employee would have been entitled to a meal without charge under Subsection B.2, had the employee remained at his/her work location, unless provided a meal without charge.
  - iii. Dinner: When travel commences prior to 6:30 p.m. and extends beyond 8:00 p.m.; or if the employee would have been entitled to a meal without charge under Subsection B.2. had the employee

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remained at his/her work location, unless provided a meal without charge.

iv. Midnight Lunch: If work extends beyond Midnight, reimbursed at the lunch rate.

- b. Employees who are at a location i.e. hospitals/institutions where a meal can be provided and are given the option of consuming a meal do not qualify for meal reimbursement.
- c. Employees in travel status who return to their work location more than three hours after the end of their regularly scheduled shift will be entitled to reimbursement for the type of meal that is normally consumed at that time of day. Such reimbursement shall be made in accordance with meal rates provided in the Standardized Travel Regulations.

### 2. Meals Without Charge.

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

- a. Employed and assigned within the security perimeter of a correctional facility where departmental food service facilities are available; and
- b. Required to remain at the correctional facility for the full eight hour shift, and not be relieved of custody responsibilities during the period provided for consuming the meal; and
- c. Entitled to receive full pay for the period during which the meal is to be consumed.

An employee who meets the eligibility standards listed in i. through iii. above, but who is temporarily on assignment at another correctional facility where food services are available, at a time when meals are being served at such other facility, shall be entitled to receive a meal without charge from such other facility upon request.

Employees who are entitled to receive a meal under the circumstances described above, but who are unable to receive said meal because the meal was not made available by the facility, with proper verification, shall be allowed to voucher that meal in accordance with this Article.

3. In other Departments, the current Departmental practice regarding meals furnished without charge, if any, shall remain in effect.

### **Section C. Mobilization.**

During an official (rather than practice) mobilization, affected employees are entitled to meal expense reimbursement if: (1) they are temporarily reassigned by management outside of their work location; (2) are restricted to the troubled area, and (3) the Employer or others do not furnish meals to the employees free of charge.

1. Rates. The mobilization meal rate for those employees who are eligible under the provision immediately above shall be five dollars per meal.
2. Number of Meals. Not more than three meals per day will be reimbursed to an employee. When an eligible employee's work time, on an official mobilization, is:
  - a. Four hours or less, the employee shall be reimbursed for one meal;
  - b. More than four hours but less than eight hours, the employee shall be reimbursed for two meals;
  - c. Eight hours or more, the employee shall be reimbursed for three meals.

### **Section D. Relocation Expense Reimbursement.**

1. Relocation for the Benefit of the State (Involuntary Reassignment). Employees who on or after October 1, 1987 meet all the criteria listed in a. through d. shall be eligible for the relocation benefits provided in Subsections 2. through 6. below.
  - a. Satisfactorily completed their initial probationary period;
  - b. Have commenced their first work assignment and thereafter are involuntarily reassigned for the benefit of the State to a new work location more than 25 miles away;
  - c. Actually move their residence closer to the new work location; and
  - d. Agree to continue employment at the new work location for a minimum of one calendar year after reassignment.
2. Temporary Travel Expense. From the effective date of reassignment, the reassigned employee will be allowed meal and lodging expense reimbursement at rates in effect pursuant to Section A. above, for up to 60 calendar days at the new work location or until such time as the

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employee changes residence, whichever is less. In case of hardship in securing or occupying a new residence the Employer may, at its full discretion and as determined on an individual case by case basis, grant an extension of up to 60 calendar days, but in no case shall the total period exceed 180 days.

Employees returning to their residence at the prior work location during the 60 day period (or its extension) will be reimbursed for the lesser of: (1) meals during those days; or (2) mileage charges for a personal car used in such commuting for the actual mileage between the points at the approved private car rate.

3. Trip to Secure Housing. A reassigned employee and one additional family member shall be allowed up to three round trips to a new official work location for the purpose of securing housing. Travel, lodging and meals costs will be reimbursed up to a maximum of nine days in accordance with the rates in effect pursuant to Section A. above.
4. Moving Time. An eligible employee shall be allowed two days off without loss of pay for completing the move. This Section shall not be construed to relieve the employee from any responsibility to report for work punctually and in a condition ready for work.
5. Moving of Household Goods. All reimbursable moves must be made by common carrier or by trailer or truck rented by the employee.
  - a. Common Carrier. The Employer will pay the transportation charges for normal household goods up to a maximum of 14,000 pounds for a move. Charges for weight in excess of 14,000 pounds must be paid directly to the mover by the employee.
    - (1)Household Goods: Includes all furniture, personal effects and property used in a dwelling, and normal equipment and supplies used to maintain the dwelling except automobiles, boats, camping vehicles, firewood, fence posts, tool sheds, motorcycles, snowmobiles, explosives, or property liable to impregnate or otherwise damage the mover's equipment, perishable foodstuffs subject to spoilage, building materials, fuel or other similar non-household good items.
    - (2)Packing: The Employer will pay up to \$600 for packing and/or unpacking breakables. In addition to the above packing allowances, the Employer will pay the following accessorial charges which are

required to facilitate the move: appliance services; piano or organ handling charges; flight, elevator, or distance carrying charges; extra labor charges required to handle heavy items, e.g., pianos, organs, freezers, pool tables, etc. Arrangements for paying any additional packing requirements must be made and paid for by the employee only.

- (3) Insurance: The carrier will provide insurance against damage up to \$.60 per pound for the total weight of the shipment. The Employer will reimburse the employee for insurance costs not to exceed an additional \$.65 per pound of the total weight of the shipment.
- (4) En Route Charges: Charges for stopping in transit to load or unload goods and the cost of additional mileage involved to effect a stop in transit shall be paid by the employee. Extra labor required to expedite a shipment at the request of the employee shall be paid by the employee.
- (5) Mobile Homes: The Employer will pay the reasonable actual moving cost for moving a mobile home if it is the employee's domicile, plus a maximum of \$500 allowance for blocking, unblocking, securing contents or expando units, installing or removal of tires (on wheels) on or off the trailer, removal or replacement of skirting and utility connections will be paid by the Employer when accompanied by receipts. "Actual moving cost" includes only the transportation cost, escort services when required by a governmental unit, special lighting permits, tolls and/or surcharges, but excludes moving or fuel tanks, out buildings, swing sets, etc. that are not secured inside the mobile home.

Mobile home liability is limited to damage to the unit caused by the negligence of the carrier, and to contents up to a value of \$500. Additional excess valuation and/or hazard insurance may be purchased from the carrier at the expense of the employee.

The repair or replacement of equipment of the trailer, e.g., tires, axles, bearings, lights, etc., is the responsibility of the employee.

- b. Truck or Trailer: In lieu of a common carrier, the Employer will reimburse the employee for reasonable truck or trailer rental charges, tolls and required surcharges incurred by the employee where the employee moves himself/herself.



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6. Storage of Household Goods. The Employer will reimburse the employee for storage of household goods, as described in Subsection 5.a.1. above, for a period not in excess of 60 days in connection with a reimbursable move, at either origin or destination, but only when housing is not readily available.
7. Relocation for the Benefit of the Employee (Voluntary Transfers). Employees who have accepted a voluntary transfer to initial staffing positions at a newly opened facility more than 25 miles from the prior work location, who actually move their residence closer to the new work location, and who agree to continue employment at the new work location for a minimum of one year after the voluntary transfer, shall be eligible for the relocation reimbursement benefits provided in Subsection D.4 (Moving Time) and Subsection D.5.b. (Truck or Trailer).

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### 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.

An employee who works at a state facility during a declared period of inaccessibility shall be paid his/her regular salary and, if overtime work is required, in accordance with the overtime pay regulations. In addition, such employees shall be granted compensatory time off equal to the number of hours worked during the period of declared inaccessibility.

**Section E. Additional Timekeeping Procedures.**

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

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

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

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**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.

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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 care personnel, corrections resident representatives, and personnel directed to report for work at a location other than their own facility (e.g., hospital detail). At the sole discretion of the Employer, employees in the exempt categories may or may not be required to attend pre-shift meetings. Such employees who are required to attend pre-shift meetings, shall be paid in accordance with this Article.

This Article shall not be construed to require any Department, Agency, institution or facility to initiate pre-shift meetings or, if on the effective date of this Agreement, such meetings are being held, to continue them. The employer expressly reserves the right to determine whether such meetings are to be held, and subject to the above, in what form, as a matter of managerial prerogative.

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However, and except as provided below, the parties agree that at any Agency, institution or facility which requires Bargaining Unit employees (other than the exempt categories) to attend pre-shift meetings on or after the effective date of this Agreement, such employees shall receive the payment provided for above, even if such pre-shift meetings are discontinued.

The parties also agree that, in the event of an Executive Order removing any salary and wage, or "line-up", appropriations from the Department of Corrections, the Department may, in its sole discretion, suspend or terminate all pre-shift meetings for a period to be determined solely by the Department, without any obligation to compensate any Unit employee based upon this Article, commencing on the date of such suspension/termination and continuing for the entire period of such suspension/termination.

An employee who calls in up to an hour, but not less than 15 minutes prior to the start of the shift to announce his/her expectations to be absent will be considered to have fulfilled the obligation to call in. A call-in policy/procedure may be established locally to expand this call-in window period.

## 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.

## ARTICLE 36

### **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).

The provisions of this article shall not apply in those cases where the employer requires the employee to take a course(s) as part of assigned duties.

Departmental employers will submit a request for an appropriation for tuition reimbursement unless, in the judgment of the Department, directives or guidelines of the Department of Management and Budget, or other

budgetary authority, indicate such a request would be contrary to State policy.

The procedure for application for and award of funds for tuition reimbursement for Bargaining Unit members will contain the following elements:

1. Employees will be non-probationary and will be in satisfactory status at time of the application.
2. Reimbursement will be approved only for courses completed after the effective date of this Agreement.
3. Employees shall certify that they are not receiving any other tuition payments, grants or stipends for the course for which reimbursement is requested.
4. The course must be job related or part of a job related degree program.
5. Reimbursement will be made after satisfactory completion of the course with a passing grade of at least 2.0 on a 4.0 scale, verified by a certified copy of his/her transcript or original report card.
6. Employee must verify payment of tuition with an original receipt.
7. Reimbursement to an employee is limited to the lesser of one course per term or semester or \$250.00, and shall apply only to tuition and shall not apply to such items as fees, books or supplies.
8. Applications will be processed in the order received, but no payment will be made prior to course completion and required verification.
9. The number of approvals during any fiscal year will be contingent upon availability of funds.
10. For Department of Corrections employees the tuition reimbursement form shall be completed and mailed to the Corrections Training Academy for approval and forwarding to the finance section for payment processing.

**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 employer at the departmental or other facilities designated by the Employer. As a pre-condition to taking such test, the employee must certify to the department that he/she has no knowledge of any medical condition that would prevent him/her from safely participating. Eligible employees shall be afforded the opportunity to take such performance tests two times in a fiscal

year, if necessary. Performance tests, if taken, shall be taken on the employee's own time.

Performance tests and their results shall be formally recorded and shall be certified by the departmental employer or explicitly designated representative.

### **Section B. Eligibility.**

Employees who meet the following criteria shall be eligible to participate in the incentive program provided in this Article.

1. Satisfactorily completed the initial probationary period on or before October 1st of the fiscal year in which the benefit may be earned; and
2. Are in full pay status in the unit for 2,000 or more hours of service during the fiscal year in which the benefit may be earned; and
3. In full pay status, on layoff status, or on an approved leave of absence with an established date of return, on September 30 of the fiscal year in which the benefit may have been earned.

(Note: Time spent in layoff status and time required to be treated as "full pay status" pursuant to state statutes dealing with injury arising from a prison riot or prisoner or inmate assault, not to exceed 80 hours in a pay period, but not to exceed six pay periods, shall be credited as if it had been in full pay status only for purposes of Subsection 2. above).

### **Section C. Attendance Incentive Payment.**

An employee who is eligible in accordance with Section B. above shall be entitled to an attendance incentive payment in accordance with the table of sick leave utilization provided below:

Employees assigned to 8 or 10-hour shifts Hours of Sick Leave Utilization in <u>Fiscal Year</u>	<u>Attendance Incentive 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



## ARTICLE 37

Employees assigned to 12-hour shifts Hours of Sick Leave Utilization in <u>Fiscal Year</u>	Attendance  Incentive <u>Payment Amount</u>
No sick leave used .....	\$400.00
More than zero but not more than 12.0 .....	\$150.00
More than 12.0 but not more than 24.0 .....	\$75.00
More than 24.0.....	No Payment

For purposes of this Article, and at the employee's request: up to five days of sick leave used for each bereavement leave, granted pursuant to Article 29, Section B. 4. or, up to five days used by the employee to determine whether the employee is infectious with Tuberculosis, shall be excluded from determining the employee's sick leave utilization.

Sick leave used for an FMLA qualifying purpose may not count against an employee in determining an employee's eligibility for the incentive payment.

### **Section D. Physical Incentive Payment.**

An employee who is eligible in accordance with Section B. above, and who has first qualified for an attendance incentive payment as provided in Section C. and who is certified by the Department in accordance with Section A. above as having successfully met or exceeded, after completion of the probationary period, the performance test standards during the fiscal year, shall be entitled to a lump sum physical fitness incentive payment of \$150.00, except that the amount of the physical incentive payment earned by the eligible employee who has qualified for the maximum attendance incentive payment as provided in Section C. above by using no sick leave in the fiscal year shall be \$300.00.

### **Section E. Proration.**

There shall be no proration of any amounts provided for in this Article.

### **Section F. Payment Date.**

The incentive payment provided for in this Article shall be payable on the first pay date in November following the fiscal year in which it was earned (e.g., the attendance incentive payment earned in FY 14-15 is payable November 5, 2015).

**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.

**ARTICLE 39**  
**DURATION AND TERMINATION OF AGREEMENT**

This Agreement shall be effective January 1, 2022 upon Civil Service Commission approval and shall continue in full force and effect until December 31, 2024, except for wages (Article 27 Section A) and Group Insurances (Article 30) which shall be effective from October 1, 2022 through September 30, 2024.

## ARTICLE 39

Provisions concerning wages (Article 27 Section A) during fiscal year 2024-2025 shall be opened by either party giving written notice to the other of its intent to bargain such provisions, on or after March 1, 2023 but no later than May 1, 2023.

Provisions concerning all other articles and sections shall be opened by either party giving written notice to the other of its intent to bargain such provisions, on or after March 1, 2024 but no later than May 1, 2024.

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

**APPENDIX A**  
**EMPLOYING DEPARTMENTS AND AGENCIES WITH**  
**CORRESPONDING LOCAL 526M CHAPTERS**

As of January 1, 2022

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 Correctional Facility	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
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
Parnall Correctional Facility	Parnall
Saginaw Correctional Facility	Saginaw
St. Louis Correctional Facility	St Louis
Thumb Correctional Facility	Thumb

## APPENDIX A

Woodland Center Correctional Facility Women's Huron Valley	Woodland Women's Valley	Huron
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Special Alternative Incarceration (SAI) Program	Cooper Street
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Absconder Recovery Unit	As assigned by MCO Central Office
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<u>Field Operations Administration (FOA)</u>	<u>Central Office</u>
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Metropolitan Territory	FOA
Outstate Territory	FOA

<u>DEPARTMENT OF HEALTH AND HUMAN SERVICES</u>	
Center for Forensic Psychiatry, Ann Arbor	Forensic Center

## APPENDIX F

### HEALTH INSURANCE BENEFIT CHART

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 <sup>1</sup>	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 <sup>1</sup>	Covered 100%	Not Covered	Covered 100%
Flexible sigmoidoscopy <sup>1</sup>	Covered 100%	Not Covered	Covered 100%
Prostate specific antigen screening <sup>1</sup>	Covered 100% one per year	Not Covered	Covered 100%
Mammography, annual standard film or digital mammography screening <sup>1</sup>	Covered 100%	Covered 80% after deductible	Covered 100%
Colonoscopy <sup>1</sup>	Covered 100%	Covered 80% after deductible	Covered 100%

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<sup>1</sup> Patient Protection and Affordable Care Act (PPACA) guidelines apply

## APPENDIX F

Physician Office Services	State Health Plan PPO “SHP – PPO” Benefits		HMO Plan “HMO” Benefits
	In-network	Out-of-network	
Office visits, , including telehealth via the provider’s tool, consultations and urgent care visits	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
Telemedicine via the carrier’s online tool <sup>2</sup> – through 12/31/2022	Covered, \$10 co-pay	Not covered	Covered, \$10 co-pay
Telemedicine <sup>2</sup> - effective 1/1/2023	Covered 100%	Not covered	Covered, \$10 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

<sup>2</sup> Effective 1/1/2023 – Telemedicine/Telehealth via Blue Cross's online vendor applies for Medical and Behavioral Health in-network services for the SHP PPO and will be covered 100%. \$10 co-pay for Telemedicine via an HMO's online vendor applies to both Medical and Behavioral Health (if available through the carrier).

<b>Hospital Care</b>	<b>State Health Plan PPO “SHP – PPO” Benefits</b>		<b>HMO Plan “HMO” Benefits</b>
	<b>In-network</b>	<b>Out-of-network</b>	
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
Self-donated blood storage prior to surgery	Covered 90% after deductible	Covered 80% after deductible	Check with your HMO
Chemotherapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

<b>Alternatives to Hospital Care</b>	<b>State Health Plan PPO “SHP – PPO” Benefits</b>		<b>HMO Plan “HMO” Benefits</b>
	<b>In-network</b>	<b>Out-of-network</b>	
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

<b>Surgical Services</b>	<b>State Health Plan PPO “SHP – PPO” Benefits</b>		<b>HMO Plan “HMO” Benefits</b>
	<b>In-network</b>	<b>Out-of-network</b>	
Surgery—includes related surgical services.	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Male Voluntary sterilization – through 12/31/2022	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Male Voluntary sterilization – effective 1/1/2023	Covered 100%	Covered 80% after deductible	Covered 100% after deductible
Female Voluntary sterilization	Covered 100%	Covered 80% after deductible	Covered 100%

<b>Human Organ and Tissue Transplants</b>	<b>State Health Plan PPO “SHP – PPO” Benefits</b>		<b>HMO Plan “HMO” Benefits</b>
	<b>In-network</b>	<b>Out-of-network</b>	
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



## APPENDIX F

Human Organ and Tissue Transplants	State Health Plan PPO “SHP – PPO” Benefits		HMO Plan “HMO” Benefits
	In-network	Out-of-network	
Bone marrow—specific criteria apply	Covered 100% after deductible in designated facilities		Covered 100% after deductible in designated facilities
Kidney, cornea, and skin	Covered 90% after deductible in designated facilities	Covered 80% after deductible	Covered 100% after deductible subject to medical criteria

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
On-line Tobacco Cessation counseling	No charge	Not covered	Covered, check with your HMO
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

Other Services	State Health Plan PPO “SHP – PPO” Benefits		HMO Plan “HMO” Benefits
	In-network	Out-of-network	
Hearing aids <sup>3</sup>	Covered	Not covered	Check with your HMO

Mental Health/Substance Abuse	State Health Plan PPO “SHP – PPO” Benefits		HMO Plan “HMO” Benefits
	In-network	Out-of-network	
Mental Health Benefits - <b>Inpatient</b>	Covered 100% up to 365 days per year <sup>4</sup>	Covered 50% up to 365 days per year	Check with your HMO; Inpatient services subject to deductible.
Mental Health Benefits – <b>Outpatient, including Telemedicine</b>	As necessary 90% of network rates 10% co-pay	As necessary 50% of network rates	Check with your HMO
Alcohol & Chemical Dependency Benefits – <b>Inpatient</b>	Covered 100% <sup>5</sup> Halfway House 100%	Covered 50% <sup>5</sup> Halfway House 50%	Check with your HMO; Inpatient services subject to deductible.
Alcohol & Chemical Dependency Benefits - <b>Outpatient</b>	90% of network rates 10% co-pay	50% of network rates	Check with your HMO
Office visits, including Telehealth through the provider's online tool <sup>6</sup>	Lesser of 10% of network rates or \$20 co-pay	As necessary 50% of network rates	Check with your HMO
Telehealth visits via the carrier's online tool through 12/31/22	Lesser of 10% of network rates or \$10 co-pay	Not Covered	\$10 co-pay where available
Office visits, including Telehealth through the carrier's online tool <sup>6</sup> – Effective 1/1/2023	Covered 100%	Not Covered	\$10 co-pay where available

<sup>3</sup> Deluxe hearing aids are covered at the same rate as basic hearing aids with the member paying the remainder. Discount hearing aids are offered through the SHP PPO.

<sup>4</sup> Inpatient days may be utilized for partial day hospitalization (PHP) at 2:1 ratio. One inpatient day equals two PHP days.

<sup>5</sup> 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.

<sup>6</sup> Effective 1/1/2023 – Telemedicine\Telehealth via Blue Cross's online vendor applies for Medical and Behavioral Health in-network services for the SHP PPO and will be covered 100%. \$10 co-pay for Telemedicine via an HMO's online vendor applies to both Medical and Behavioral Health (if available through the carrier).

## APPENDIX F

### 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

### Outpatient Physical, Speech, Occupational and Massage 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
Outpatient massage therapy* – facility and clinic setting and a chiropractor's office	Covered 90% after deductible	Covered 80% after deductible	Not covered

\*Effective January 1, 2021, massage therapy performed by a massage therapist must be supervised by a chiropractor and be part of a formal course of physical therapy. Massage therapy is provided as part of a formal course of physical therapy treatment and when billed alone is not a covered benefit.

### 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 <sup>7</sup>	\$400 per member \$800 per family	\$800 per member \$1,600 per family	\$125 per member \$250 per family <sup>8</sup>

<b>Deductible, Co-Pays, and Out-of-Pocket Dollar Maximums</b>	<b>State Health Plan PPO “SHP – PPO” Benefits</b>		<b>HMO Plan “HMO” Benefits</b>
	<b>In-network</b>	<b>Out-of-network</b>	
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 <sup>9</sup>	\$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

<sup>7</sup> 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. Effective January 1, 2021, deductible amounts and out-of-pocket dollar maximums for the SHP-PPO and HMOs renew annually on a calendar year basis.

<sup>8</sup> It is the intent of the parties that employees will pay no more HMO deductible for the combined fifteen (15) month period between October 4, 2020 to December 31, 2021, than the employee would have paid for one (1) plan year.

<sup>9</sup> 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.

<b>Premium Sharing</b>	<b>State Health Plan PPO “SHP – PPO” Benefits</b>		<b>HMO Plan “HMO” Benefits</b>	
	<b>Employee</b>	<b>State</b>	<b>Employee</b>	<b>State</b>
Premium	20%	80%	15%	85% <sup>10</sup>

<sup>10</sup> The State will pay up to 85% of the applicable HMO total premium, capped at the dollar amount which the State pays for the same coverage code under the SHP-PPO.

## APPENDIX G DENTAL CHART

### APPENDIX G DENTAL CHART

Covered Services	State Dental Plan*		DMO Plan	Preventive Dental Plan**
	PPO	Premier		
Diagnostic Exams and Consultations (2 per year)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Teeth Cleaning (3 per year, 4 if medically necessary)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Topical Fluoride(Under age 19)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Space Maintainers (Under age 14)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Brush Biopsy	Covered 100%	Covered 100%	N/A	Covered 100%
Radiographs	Covered 100%	Covered 90%	Covered 100%	Covered 100%
Occlusal Guard (once every 5 years)	Covered 100%	Covered 90%	Not covered	Not Covered
Minor Restoratives	Covered 100%	Covered 90%	Covered 100%	Not Covered
Major Restoratives <sup>1</sup>	Covered 90%	Covered 90%	Covered 100%	Not Covered
Oral Surgery	Covered 90%	Covered 90%	Covered 100%	Not Covered
Extractions	Covered 100%	Covered 90%	Covered 100%	Not Covered
Endodontics	Covered 100%	Covered 90%	Covered 100%	Not Covered
Periodontics	Covered 100%	Covered 90%	Covered 100%	Not Covered
Cosmetic Bonding (ages 8-19)	Covered 100%	Covered 90%	Not Covered	Not Covered
Prosthodontics	Covered 70%	Covered 50%	Covered 100%	Not Covered
Prosthodontics Repair	Covered 100%	Covered 50%	Covered 100%	Not Covered
Sealants (Under age 14) – through 12/31/2022	Covered 70%	Covered 50%	Covered 100%	Not Covered
Sealants (Under age 14) – effective 1/1/2023	Covered 100%	Covered 100%	Covered 100%	Not Covered
Orthodontics (Up to age 19)	Covered 75%	Covered 60%	Covered 100%	Not Covered
Orthodontics (19 and over)	Covered 75%	Covered 60%	\$1,250 co-pay	Not Covered
<b>Benefit Maximums</b>	<b>State Dental Plan*</b>		<b>DMO Plan</b>	

## APPENDIX G DENTAL CHART

	PPO	Premier		Preventive Dental Plan
Annual Maximums	\$2,000	\$2,000	None	None
Lifetime Orthodontics	See maximums below	See maximums below	None	N/A

The Lifetime Orthodontics benefit maximums:

- Current maximum \$1,500
- Effective January 1, 2023 the maximum will be \$1,750

Premium Sharing	State Dental Plan*		DMO Plan		Preventive Dental Plan	
	Employee	State	Employee	State	Employee	State
Premium***	5%	95%	0%	100%	0%	100%

### 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

<sup>1</sup>Fixed 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.

## APPENDIX H VISION CHART

### APPENDIX H VISION CHART

Vision Testing Exam	Participating Providers	Non-participating Providers
Routine eye exam	100% of Third Party Administrator (TPA) approved amount minus \$5.00 co-pay.	Reimbursement up to \$34 minus \$5.00 co-pay (member responsible for any difference).
	Once every 12 months	

Eyeglass lenses (Glass, plastic, or prism up to 60 mm)	Participating Providers	Non-participating Providers
Replacement schedule	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. Effective 1/1/2023 members may obtain one pair of corrective lenses once every 12 months without a prescription change.	
Single vision	100% of TPA approved amount minus \$7.50 co-pay	Reimbursement up to a maximum of \$17 minus \$7.50 co-pay (member responsible for any cost exceeding the difference).
Bifocal (includes blended)	100% of TPA approved amount minus \$7.50 co-pay	Reimbursement up to a maximum of \$30 minus \$7.50 co-pay (member responsible for any cost exceeding the difference).
Trifocal	100% of TPA approved amount minus \$7.50 co-pay	Reimbursement up to a maximum of \$43 minus \$7.50 co-pay (member responsible for any cost exceeding the difference).
Special lenses	100% of TPA approved amount minus \$7.50 co-pay	Not covered
Polycarbonate Lenses <sup>3</sup>	100% of TPA approved amount minus \$7.50 co-pay	Not covered
Progressive lenses (standard)	100% of TPA approved amount minus \$7.50 co-pay	Reimbursement up to a maximum of \$30 minus \$7.50 co-pay (member

<sup>3</sup> Polycarbonate lenses are a covered benefit effective October 4, 2020, and will apply to all regular glasses, computer glasses and safety eye wear.

## APPENDIX H VISION CHART

<b>Eyeglass lenses</b> (Glass, plastic, or prism up to 60 mm)	<b>Participating Providers</b>	<b>Non-participating Providers</b>
		responsible for any cost exceeding the difference).
Rose Tint #1 and #2 or Photochromatic Tint	100% of TPA approved amount minus \$7.50 co-pay	Not covered

<b>Frames</b>	<b>Participating Providers</b>	<b>Non-participating Providers</b>
Eyeglass frames	\$150 allowance is applied toward frames (member responsible for any cost exceeding the allowance) minus \$7.50 co-pay (one co-pay <sup>4</sup> applies to both frames and lenses).	Up to \$38.25 Allowance (member responsible for any cost exceeding the allowance) minus \$7.50 co-pay <sup>4</sup> (one co-pay applies to both frames and lenses).
	Once every 24 months or once every 12 months if prescription has changed. Effective 1/1/2023 the plan will cover eyeglass lenses, frames or contact lenses once every twelve (12) months without a prescription change.	

<b>Contact Lenses</b>	<b>Participating Providers</b>	<b>Non-Participating Providers</b>
Medically necessary	100% of the TPA approved amount Includes contact lens fitting and suitability exam minus \$7.50 co-pay.	Maximum of \$210 allowance per pair minus \$7.50 co-pay (member responsible for any cost exceeding the allowance).
Cosmetic Not medically necessary	Up to \$130 allowance (member responsible for any cost exceeding the allowance) Includes contact lens fitting and suitability exam.  No co-pay	Maximum of \$100 allowance (member responsible for any cost exceeding the allowance).  No co-pay

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<sup>4</sup> Effective 1/1/2023 there will be a \$0 co-pay on frames.



## APPENDIX H VISION CHART

<b>VDT/CRT or Computer Glasses</b>	<b>Participating Providers</b>	<b>Non-participating Providers</b>
Per pair of glasses	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. Effective 1/1/2023 VDT/CRT or computer glasses are covered once every 12 months.	
Eye exam	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.	
Single vision, plastic	100% of TPA approved amount	Up to \$17 allowance (member responsible for any cost exceeding the allowance).
Bifocal (includes blended)	100% of TPA approved amount	Up to \$30 allowance (member responsible for any cost exceeding the allowance).
Trifocal	100% of TPA approved amount	Up to \$43 allowance (member responsible for any cost exceeding the allowance).
Progressive lens (standard)	100% of TPA approved amount	Up to \$30 allowance (member responsible for any cost exceeding the allowance).
Special lenses	100% of TPA approved amount	Not covered
Rose Tint #1 to #2	100% of TPA approved amount	Not covered
Eyeglass frames	\$150 allowance (member responsible for any cost exceeding the allowance).	Up to \$38.25 allowance (member responsible for any cost exceeding the allowance).

<b>Safety Eye-wear</b>	<b>Participating Providers</b>	<b>Non-participating Providers</b>
Replacement schedule	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.	
Single vision	100% of TPA approved amount	Not covered

## APPENDIX H VISION CHART

<b>Safety Eye-wear</b>	<b>Participating Providers</b>	<b>Non-participating Providers</b>
Bifocal (includes blended)	100% of TPA approved amount	Not covered
Trifocal	100% of TPA approved amount	Not covered
Special lenses	100% of TPA approved amount	Not covered
Progressive lenses (standard)	100% of TPA approved amount	Not covered
Eyeglass frames	Up to \$65 allowance (member responsible for any cost exceeding the allowance).	Not covered
Rose Tint #1 and #2	100% of TPA approved amount	Not covered

<b>Lasik</b>	<b>Participating Providers</b>	<b>Non-participating Providers</b>
Lasik <sup>5</sup>	<p>\$1,000.00 Lifetime reimbursement for active employees only through 12/31/2022.</p> <p>Effective 1/1/2023 an active employee and their spouse are each eligible for \$1,000.00 Lifetime reimbursement.</p>	

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<sup>5</sup>Dependents are not eligible.

## LETTER OF AGREEMENT #2

### **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.

### **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.

**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.

**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.

**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:

## LETTER OF UNDERSTANDING #1

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.
6. Employees who fail to obtain, or retain, a required CDL may be subject to removal from their positions. Employees who fail required tests may seek a 90-day extension of their current license, during which the Employer will retain the employee in their current, or equivalent position. The Employer shall not be responsible for any fees associated with such extensions. At the end of the 90-day extension, if the employee fails to pass all required tests, the employee may be reassigned at the Employer's discretion to an available position for which the employee is qualified (but not requiring a CDL). Those employees not choosing to extend their license for the 90-day period will be removed from their positions at the expiration of their current license and may be reassigned at the Employer's discretion to an available position not requiring a CDL for which the employee qualifies.
7. Employees required to obtain a medical certification of fitness shall have the "Examination To Determine Physical Condition of Drivers" form filed in their medical files. A copy of the Medical "Examiners Certificate" shall be filed in their personnel files. The Employer agrees to pay for the

## LETTER OF UNDERSTANDING #3

examination and to grant administrative leave for the time necessary to complete the examination.

This Letter of Understanding shall not apply to non-employees who may be required to have the CDL as a condition of employment, nor to employees whose license is suspended or revoked.

### 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.

## LETTER OF UNDERSTANDING #3

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:
  - a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter ("parental leave");
  - b. Because of the placement of a son or daughter with the employee for adoption or foster care ("parental leave");
  - c. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition as defined in the Act ("family care leave");
  - d. Because of the employee's own serious health condition, as defined in the Act, that makes the employee unable to perform the functions of the position of the employee ("medical leave").
  - e. Because of certain military family leaves related to a qualifying exigency resulting from a call to active military duty, and care needs resulting from serious injury or illness incurred during active duty.
5. Information to the Employer. In accordance with the Act, the employee, or the employee's spokesperson if the employee is unable to do so personally, shall provide information for qualifying purposes to the Employer.
6. Department of Labor Final Regulations and Court Decisions. The parties recognize that the U. S. Department of Labor has issued its final regulations implementing the Act effective January 16, 2009. However, the Employer may make changes necessitated by any amendments to the Act and regulations or subsequent court decisions. The Employer shall provide timely notice to the Union and opportunity for the Union to meet to discuss the planned changes. Such discussions shall not serve to delay implementation of any changes mandated by law.
7. Complaints. Employee complaints alleging that the Employer has violated rights conferred upon the employee by the FMLA are not grievances under the collective bargaining agreement between the Union and the Employer. Any such complaints may be filed by an employee directly with the employee's Appointing Authority or to the U.S. Department of Labor. The Union may, but is not obligated to, assist the employee in resolving the employee's complaint with the employee's Appointing Authority.

## LETTER OF UNDERSTANDING #3

Complaints involving the application or interpretation of the FMLA or its Regulations shall not be subject to arbitration under the collective bargaining agreement.

8. Eligible Employee. For purposes of FMLA, Family Care Leave, an eligible employee is an employee who has been employed by the Employer for at least 12 months and has worked at least 1,250 hours in the previous 12 months. An employee's eligibility for a contractual leave of absence remains unaffected by this Letter of Understanding; however, such contractual leave of absence will count towards the employee's FMLA Leave entitlement after the employee has been employed by the Employer for at least 12 months, and has worked 1,250 hours during the previous twelve month period.

Where the term "employee" is used in this Letter of Understanding, it means, "eligible employee". For purposes of FMLA leave eligibility, "employed by the Employer" means "employed by the State of Michigan in the state classified service".

9. 12 Work Weeks During a 12 Month Period. An eligible employee is entitled under the Act to a combined total of 12 work weeks of FMLA leave during a 12 month period.

### 10. General Provisions.

- a. Time off from work for a qualifying purpose under the Act ("FMLA Leave") will count towards the employee's unpaid leave of absence guarantees as provided by the collective bargaining agreement. Time off for Family Care Leave will be as provided under the Act.
- b. Employees may request and shall be allowed to use accrued annual leave to substitute for any unpaid FMLA leave.
- c. The employee may request or the Employer may require the employee to use accrued sick leave to substitute for unpaid FMLA leave for the employee's own serious health condition or serious health condition of the employee's spouse, child, or parent.
- d. The Employer may temporarily reassign the employee to an alternative position at the same classification and level in accordance with an applicable collective bargaining agreement provision when it is necessary to accommodate the employee's intermittent leave or reduced work schedule in accordance with the Act. Such temporary



## LETTER OF UNDERSTANDING #3

reassignment may occur when the intermittent leave or reduced work schedule is intended to last longer than a total of ten work days, whether consecutive or cumulative. Upon completion of an FMLA leave, the employee shall be returned to the employee's original position in accordance with the Act.

- e. Second or third medical opinions, at the Employer's expense, may be required from health care providers where the leave is designated as counting against an employee's FMLA leave entitlement, but only in accordance with the Act.
  - f. Return to work from an FMLA leave will be in accordance with the provisions of the Act and any applicable collective bargaining agreement.
11. Insurance Continuation. Health Plan benefits will continue in accordance with the Act provided, however, that contractually established health plan benefits shall not be diminished by this provision.
12. Medical Leave. Up to 12 work weeks of paid or unpaid medical leave during a 12 month period, granted pursuant to the collective bargaining agreement, may count towards an eligible employee's FMLA leave entitlement.
13. Annual Leave. When an employee requests to use annual or personal leave and it is determined, based on information provided to the Employer in accordance with the Act that the time is for a qualifying purpose under the Act, the Employer may designate the time as FMLA Leave and it will be counted against the employee's 12 work weeks FMLA Leave entitlement if the time is either:
- a. To substitute for an unpaid intermittent or reduced work schedule; or
  - b. When the absence from work is intended to be for five or more work days.
14. Sick Leave. An employee may request or the Employer may require the employee to use sick leave to substitute for unpaid leave taken for a qualifying purpose under the Act. Contractual requirements that employees exhaust sick leave before a personal medical leave of absence commences shall continue. In addition, an employee will be required to exhaust sick leave credits down to eighty (80) hours before a FMLA Family Care leave commences. If it is determined, based on

## LETTER OF UNDERSTANDING #4

information provided to the Employer in accordance with the Act that the time is for a qualifying purpose under the Act, the Employer may designate the time as FMLA leave and it will be counted against the employee's 12 work weeks FMLA leave entitlement if the time is either:

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

15.Parental Leave. Except as specifically provided herein, contractual parental leave guarantees are unaffected by implementation of FMLA. An employee's entitlement to parental leave will expire and must conclude within 12 months after the birth, adoption, or foster care placement of a child. However, in accordance with the Act, an eligible employee is only entitled to up to a total of 12 work weeks of leave for foster care placement of a child. Up to 12 work weeks of leave will be counted towards the FMLA leave entitlement. An employee may request to substitute annual or personal leave for any portion of the unpaid parental leave. Intermittent or reduced work schedules may only be taken with the Employer's approval.

16.Light Duty. In accordance with the Act, if an employee voluntarily accepts a light duty assignment in lieu of continuing on FMLA leave, the employee's right under the Act to be restored to the same or an equivalent position continues only until a total of 12 weeks, including the time in the light duty job, has passed.

## 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.

## LETTER OF UNDERSTANDING #4

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.

The Employer agrees to inform the employee, at the time the employee is notified of selection for testing, of the basis for testing (pre-employment, post-accident, reasonable suspicion, random, return-to-duty or follow-up).

In the event the employee is directed to submit to reasonable suspicion testing for alcohol or controlled substances, the Employer shall provide to the employee documentation of the observations giving rise to the directive for testing. A preliminary reasonable suspicion determination made by a supervisor must be reviewed and approved by the departmental drug and alcohol testing coordinator or designee. Reasonable suspicion determinations must be documented within 24 hours of observation, or before results of the required controlled substance test are released, whichever occurs first, and must be signed by the person who made the determination. A copy of the signed documentation shall be provided to the employee when it becomes available. An employee may confer with an available union representative whenever the employee is directed to submit to a reasonable suspicion alcohol or controlled substance test, provided such contact will not unreasonably delay the testing procedure.

Alcohol testing will only be performed before, during or after an employee is performing safety sensitive functions. "Performing safety sensitive functions" means actually performing, ready to perform, or immediately available to perform a safety sensitive function. Controlled substance testing may occur at any time the employee is on duty.

## LETTER OF UNDERSTANDING #4

An employee covered by the Act who is using or in possession of any controlled substance shall, prior to reporting for or remaining on duty time to perform safety sensitive functions, provide the Employer with a written statement from the prescribing physician reporting the physician's professional opinion of whether or not the prescribed medication which contains the controlled substance does or does not adversely affect the employee's ability to perform safety sensitive functions. If the Employer relieves the employee from the duty of performing safety sensitive functions on the basis of the information supplied by the employee and/or the employee's physician, at the Employer's discretion the employee may be placed on another assignment, if one is available for which the employee is qualified, or, if none is available for which the employee is qualified, the employee may be placed on leave until one becomes available, with the employee having the right to elect to charge the absence to accumulated leave credits for purposes of pay.

The Employer will not test for any substance not required under the Act, under the nominal authority of the Act, nor will the Employer keep records of non-tested or reported substances unless required by the Act.

Both the Employer and the Union will encourage employees to seek professional assistance whenever necessary. An employee who voluntarily discloses a problem with use of a controlled substance or alcohol abuse shall not be disciplined for such disclosure, provided the employee discloses the problem prior to being notified to take a random or reasonable suspicion test under the Act, i.e., (A) has not been notified to take a random test, (B) is not in the process of complying with post-accident testing, (C) is not notified to submit to reasonable suspicion testing, (D) is not undergoing pre-employment testing for re-placement into the pool, etc. The employee shall be referred to a substance abuse professional (SAP). Employee absences under these circumstances will be covered by available leave credits, or a medical leave of absence in accordance with Article 19, Section E. of this agreement.

The Union retains the right to challenge, under the contractual grievance procedure, any elements of the testing procedure or rule not required under the Act. Grievances alleging contract violations resulting from Employer policies, practices, procedures and/or decisions adopted to comply with the Act and implementing regulations may be initially filed at step 3 of the contractual grievance procedure. However, an arbitrator shall have authority to interpret the Act and its implementing regulations only to the extent necessary to

## LETTER OF UNDERSTANDING #4

determine whether the disputed Employer policies, practices, procedures and/or decisions are required by the Act or the implementing regulations.

### *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 \_\_\_\_\_

**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.

**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.

## LETTER OF UNDERSTANDING #7

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.

### 4. Timing of Conversion of Unused Program Hours.

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

If the amount of a projected contribution would exceed the maximum amount allowable under Section 415 of the Internal Revenue Code (when combined with other projected contributions that count against such limit), the State shall first make a contribution to the employee's account within the State of Michigan 401(k) plan up to the maximum allowed, and then make the additional contribution to the employee's account within the State of Michigan 457 plan.

### 5. Insurances, Leave Accruals and Service Credits.

Retirement service credits, overtime compensation, longevity compensation, step increases, continuous service hours, holiday pay, annual and sick leave accruals, cleaning allowance, physical standards and fitness incentive, and other pro-rations that would disadvantage any employee will continue as if the employee had received pay for the BLT hours. Premiums, coverage and benefit levels for insurance programs (including LTD) in which the employee is enrolled will not be changed as a result of participation in the Program. Employees shall incur no break in service due to participation in the Program. The Program is not intended to have a negative effect on the Final Average Compensation calculations under the State's Defined Benefit Plan nor the salary used for employer contribution calculations under the State's Defined Contribution Plan. Banked Leave Time hours are to be treated as time worked and time paid for purposes of retirement.

### 6. Relationship to Plan A and Plan C.

## LETTER OF UNDERSTANDING #8

Before incurring unpaid Plan A or Plan C hours all BLT hours must be exhausted.

### 8. Term.

The Program shall be effective beginning January 2, 2005 and shall be in effect through the pay period ending October 22, 2005. No additional BLT hours will be requested by the Employer for the duration of this Agreement that expires on December 31, 2007.

## 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.

## LETTER OF UNDERSTANDING #10

### JOINT HEALTHCARE COMMITTEE

During the 2011 negotiations, the parties discussed the mutual goal of designing and implementing health care plans, including ancillary plans, that effectively manage costs and that work to keep members healthy. To that end, the Employer and the Unions will convene a Joint Healthcare Committee (the “Committee”) whose charges will include, but not be limited to:



## LETTER OF UNDERSTANDING #10

- a. Analysis of current plan performance identifying opportunities for improvement;
- b. Investigate potential savings opportunities from re-contracting pharmacy or other carrier contracts;
- c. Review the current specialty pharmacy program and identify best-in-class specialty programs to use as a benchmark;
- d. Analyze current HMO plans to determine if they are a cost-effective means of providing high quality health care;
- e. Investigate impact on outcomes and costs of Value Based Benefit Designs;
- f. Identify opportunities for cost-containment programs and carve out programs;
- g. Investigate opportunities to save costs by modifying or otherwise limiting medical, professional and pharmacy networks;
- h. Review current chronic care management programs to determine effectiveness as well as ongoing member compliance;
- i. Investigate work place health and wellness programs and make recommendations with the goal of educating and motivating employees toward improved health and wellbeing;
- j. Make recommendations to increase voluntary participation in health and wellness screenings and benefits included in current health plans;
- k. Identify educational opportunities relative to facility and professional provider quality data, as well as designated centers of excellence.

As mutually agreed by the parties, independent subject matter experts and consultants may be called upon to assist the Committee in carrying out their charges.

Within 30 days of the effective date of the Agreement, each union shall appoint a representative to serve on the Committee and the Employer shall designate up to four representatives. The Committee will be jointly chaired by a representative designated by OSE and a representative designated by the Unions.

## LETTER OF UNDERSTANDING # 12

Monthly meetings of the Committee shall be scheduled with the first being held no later than 45 days following the effective date of the Agreement.

### LETTER OF UNDERSTANDING # 12

#### 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).

### LETTER OF UNDERSTANDING #14

#### 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.

## **LETTER OF UNDERSTANDING #16**

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.

### **LETTER OF UNDERSTANDING #16**

#### **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.

### **LETTER OF UNDERSTANDING #17**

#### **Dental and Vision Insurance Coverage for Adult Children under Age 26**

To the extent that federal law now requires the offering of health insurance coverage to adult children under age 26, the State will offer dental and vision insurance coverage to adult children under the same standards that it offers health insurance and without regard to student enrollment. If federal law requiring the offering of health insurance to adult children changes, this Letter of Understanding will expire.

**LETTER OF UNDERSTANDING #18**

**Civil Service Rule Changes Effective January 1, 2019**

The Civil Service Commission amended several Rules which are to take effect January 1, 2019. In the event that the amended Rules and Regulations are rescinded or revised, the parties agree to meet, as soon as administratively feasible, and discuss the impact it may have had on either parties bargaining rights, subject to the limitations of Civil Service Rules and Regulations.

**LETTER OF UNDERSTANDING #20**

**Union's Use of State's Email System**

Where access to the State's e-mail system is otherwise available, the Employer agrees to permit use of the State's existing e-mail system by the Michigan Corrections Organization (Union) office staff for transmitting legitimate union business to bargaining unit employees. Any use of the State's e-mail system by a bargaining unit employee to review any such union materials transmitted must take place on non-work time only, e.g. breaks and lunch.

All legitimate union business transmitted through the state's e-mail system must be clearly identified as a union communication in the subject line, and must be of a reasonable size, volume, and frequency. The Employer shall have no liability to the Union or an employee for the delivery or security of such transmittals.

The State's e-mail system is not private and may be monitored at any time. No partisan political, or profane materials, or materials related to union elections, or materials defamatory or detrimental to the State, to the Union, or to an individual employee, may be transmitted through the State's e-mail system. The Employer reserves the right to block any and all such material. The Union will be notified of blocked material.

Use of the State's e-mail system not expressly authorized in this Letter of Understanding constitutes a violation absent specific written agreement of the Office of the State Employer. At the Office of the State Employer's request, any e-mail transmitted by the Union through the State's e-mail system will be forwarded by the Union to the Office of the State Employer.

## Letter of Understanding #21

In the event the Office of the State Employer determines the Union's use of the State's e-mail system violates provisions of this Letter of Understanding, prompt steps must be taken by the Union to correct the violation. In the event of a repeat violation, the Office of the State Employer reserves the right, in its sole discretion, to cancel the program.

The program will continue through the life of this agreement unless the Office of the State Employer cancels the pilot program as provided above.

### **Letter of Understanding #21 Michigan Corrections Organization And Office of the State Employer**

#### **COVID-19 Wellness Leave Pilot Program for the Security Unit**

Outbreaks of COVID-19 at Michigan Department of Corrections (MDOC) correctional facilities and the Michigan Department of Health and Human Services (DHHS) Center for Forensic Psychiatry (CFP) have resulted in the depletion of accrued leave credits by Security Unit employees being quarantined after identification as a close contact or isolation due to testing positive for COVID-19. The outbreaks have impacted the availability of leave credits to be used for other purposes as provided in the Security Unit collective bargaining agreement. Under the unique circumstances of the COVID-19 pandemic, the parties have agreed to a pilot program that would permit a Security Unit employee employed by MDOC or DHHS CFP as of the effective date of the pilot program who worked at a correctional facility or CFP during a COVID-19 outbreak to receive a grant of up to 40 hours of COVID-19 Wellness Leave.

This leave can be used by employees subject to the same conditions for utilization of annual leave or sick leave, whichever leave would otherwise be applicable to the absence. Use of this leave does not require exhaustion of any other accrued leave credits.

## LETTER OF UNDERSTANDING #22

Upon approval of this Letter of Understanding by the Michigan Civil Service Commission, the pilot program leave will be available for use beginning January 1, 2022. It will expire and cannot be used after December 31, 2022. It is not subject to, and cannot be included in, payoff of any leave credits should a receiving employee depart the MDOC or DHHS CFP or state service prior to its exhaustion.

## LETTER OF UNDERSTANDING #22

### Article 17-Overtime

#### Compensation During MDOC Shift-Trading

The parties agree that hours worked on any shift-trading program offered by the Department of Corrections do not count toward daily overtime eligibility and will be paid at straight-time rates unless the hours are in excess of 80 in the biweekly pay period.

## LETTER OF UNDERSTANDING #23

### Paid Parental Leave

**Eligibility.** A career employee who is currently working and who has successfully completed an initial probationary period during the current employment period and who worked at least 1,250 hours during the previous 12 months is eligible for a 12-week paid parental leave for the birth or placement by adoption of a child as provided in this letter of understanding. The employee must be a named parent on the child's birth certificate or adoption papers, which must be presented within 31 days from the birth or adoption. Adoption of children related by blood or marriage or of a child over six years of age does not qualify for paid parental leave.

**Notice.** Before beginning a paid parental leave, the employee should give as much notice as is practicable of the expected start and end date for the leave, subject to later modification as necessary.

## LETTER OF UNDERSTANDING #23

**Duration.** A paid parental leave lasts up to 12 contiguous weeks. The leave begins on the date of the birth or adoption and ends, at most, 84 consecutive calendar days later. For example, a birth or adoption occurring on Saturday, October 3, 2020, will allow a leave through Friday, December 25, 2020. An employee on paid parental leave may be absent from all regularly scheduled hours under the same conditions that would apply as if on paid sick leave. If an employee's position is limited-term, less-than-full-time, or abolished for reasons of administrative efficiency, any entitlement ends on the final date of employment before the employee's appointment ends or layoff begins.

**Holidays.** Paid holidays observed during a leave are recorded as paid holidays and do not extend a 12-week paid parental leave.

**Pay.** The employee shall receive base pay during the leave using a payroll code corresponding to the normally scheduled shift.

**Leave and accruals.** An employee need not exhaust sick and annual leave before taking a paid parental leave and continues to accrue sick and annual leave during the leave. Paid leave credits cannot be used to extend the paid parental leave beyond the 84 consecutive calendar days. Time on paid parental leave counts toward step increases if an employee is in satisfactory standing.

**Frequency and coordination.** The event of the birth or adoption of multiple children allows a single paid parental leave. If two state employees are parents for the same birth or adoption, both may take a paid parental leave of 12 weeks.

**Coordination with other benefits.** Time on paid parental leave also counts toward an employee's FMLA and unpaid parental leave entitlements. Long-term disability (LTD) benefits are not available during a paid parental leave.

**Letter of Understanding #24**

Michigan Corrections Organization

**Article 18 - Security Unit Holiday pay Pilot Program**

The Michigan Department of Corrections (MDOC) is currently experiencing difficulty recruiting and retaining Security Unit employees (collectively referred to as Corrections Officers in this Letter of Understanding) at MDOC correctional facilities. The Department of Health and Human Services (DHHS) is currently experiencing difficulty recruiting and retaining Forensic Security Assistants at the Center for Forensic Psychiatry. The security unit is comprised of Correction Medical Officers, Correction Medical Unit Officers, Corrections Officers, Corrections Resident Representatives, Corrections Security Representatives, Corrections Transportation Officers, Forensic Security Assistants, and Special Alternative Incarceration Officers hereinafter referred to as Corrections Officers or Forensic Security Assistants. In light of these difficulties the parties agree to establish a pilot recruitment and retention payment program for Corrections Officers and Forensic Security Assistants.

The Pilot Program will begin on January 9, 2022 and will end with the payment made for pay period ending January 7, 2023. The goal of the pilot program is two-fold: attract and retain Corrections Officers and Forensic Security Assistants for long term employment with the MDOC and DHHS, respectively, and maximize the number of hours worked to maintain operational stability.

To be eligible for pay at the overtime rate the Corrections Officer must physically work the Holiday(s) as defined in Article 18. By working on the Holiday the Employer agrees to compensate employees at the premium rate of time and one-half (1 ½) times their “regular rate of pay”, irrespective of the leave used in that pay period.



## Letter of Understanding #24

This Letter of Understanding is effective upon approval of the Civil Service Commission. The parties agree to meet to evaluate the effectiveness of the program upon completion of the pilot. The parties may mutually agree to extend the pilot program if the employing agency finds the goals of the pilot program have been met and the extension is approved by the Civil Service Commission.

For the Union

For the Employer

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