INTRODUCTION

This working Agreement is an expression of the mutual confidence and understanding existing between the Michigan Corrections Organization, Service Employees International Union, Local 526-M, 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 on this 1st day of January, 2008, at Lansing, Michigan, 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 526-M, CTW, as exclusive representative of employees employed by the State of Michigan (as set forth specifically in the recognition clause) hereinafter referred to as the "Union".

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

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 Implements the provisions of the Civil Service Rules and Regulations, as explicitly waived, amended, or superseded by the Civil Service Commission or other appropriate authority;

2. Promotes harmonious relations between the Employer and the Union;

3. Provides for an equitable and peaceful procedure for the resolution of differences over matters addressed herein;

4. Establishes conditions of employment which are subject to good faith negotiations between the parties;

5. Recognizes the continuing joint responsibility of the parties to provide efficient services to the public.

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

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

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, hours, 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:

Pay Range	Classification
701	Corrections Medical Aide 8
703	Corrections Medical Aide E9
706	Corrections Medical Unit Officer E10
701	Corrections Officer 8
703	Corrections Officer E9
708	Corrections Resident Representative E10
708	Corrections Security Representative E10
706	Corrections Transportation Officer E10
701	Forensic Security Aide 8
703	Forensic Security Aide E9
706	Resident Unit Officer E10
703	Special Alternative Incarceration Officer 9
706	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. 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 and the Employer will not assign work for the sole purpose of reducing or eroding the Bargaining Unit. Consistent with Article 4, Section 1., the State may continue to assign tasks performed in part by Bargaining Unit members to persons outside the Bargaining Unit where such assignment is an ongoing customary practice at that work location, or is due to improvements in work routines or systems, technological innovations, or similar efficiency measures, but shall not be done for the purpose of undermining the status of the Union as exclusive bargaining agent.

The Employer may also continue to 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. Non-employee participants in such programs shall not be used to avoid recall of Bargaining Unit employees on layoff.

The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to the Union. In accordance with Section A. of Article 14 (Layoff and Recall Procedure), 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.

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

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

The Department of Corrections shall only have the right to assign first line supervisors to a Bargaining Unit position when the number of Bargaining Unit employees scheduled for the shift who report for work is less than the authorized number of Bargaining Unit positions to start the shift, as determined by the custodial staff assignment sheet (CSAS), and the total number of Corrections Shift Supervisors 11, 12, and 13's present on the shift exceeds the total number of authorized supervisory assignments for the shift, as reflected in the CSAS in effect at that specific point in time, as approved by the department official designated by the director as having such authority and responsibility.

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

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

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

In Corrections Centers and Camps, current practice regarding use of supervisory employees may continue. However, 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.

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

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

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

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 Community Health 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:

- CMAs and CMUOs at Duane Waters Hospital 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.

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 not terminate simultaneously with this (Primary) Agreement and shall continue until replaced by a successor secondary agreement except to the extent necessary to bring the terms of such secondary agreement into agreement with the terms of this (Primary) Agreement. An extension of a secondary agreement requires the approval of 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.

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
UNION SECURITY

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

Section A. Dues Deductions.

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

Such authorization shall be effective only as to membership dues becoming due after the delivery date of such authorization to the Personnel Office of the employee's Appointing Authority. New individual authorizations will be submitted on or before the 9th day of any pay period for deduction the following pay period.

Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for Federal Social Security (FICA); individually authorized deferred compensation; Federal Income Tax; state income tax, local or city income tax; other legally required deductions; individually authorized participation in state programs; and enrolled employee's share of insurance premiums, if any. Membership dues deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

Such authorizations of employees transferred within the Bargaining Unit from one payroll office to another within the Department, or from one Department to another, shall not be canceled as a result of such transfer within the Bargaining Unit. When an employee returns from a leave of absence, layoff, or temporary promotion, the authorization shall be reactivated without further action on the part of the employee. An authorization of an employee who is permanently appointed to a position outside the Bargaining Unit shall be canceled and no longer honored upon the effective date of such movement outside the Bargaining Unit.

Section B. Revocation.

Such membership dues deduction authorization may be revoked by the employee at any time by furnishing written notice of such revocation to the Personnel Office of the employee's payroll center or upon expulsion from membership by the Union. An employee who elects to terminate such dues deductions during this period shall immediately be subject to the provisions of Section D. below.

Section C. Maintenance of Membership.

All employees covered by this Agreement who have submitted a valid individual voluntary Membership Dues Deduction Authorization Form to the Employer on or after the effective date of this Agreement shall, as a condition of continuing employment, honor such authorization until exercising their opportunity to terminate during the period provided for in Section B. of this Article.

Section D. Representation Fee Deductions.

An employee who has not submitted a valid individual voluntary Union Membership Dues Deduction Authorization Form to the Employer, shall, within 30 calendar days following the effective date of this Agreement or following the date of employment in the Bargaining Unit, whichever is later, as a condition of continuing employment, tender through payroll deduction to the Union a representation service fee in an amount not to exceed regular biweekly dues uniformly assessed against all members of the Union, representing only the employee's proportionate share of the Union's costs for services in negotiating and administering this Agreement, but not including any fees, charges or assessments involving political contributions. Such obligation shall be fulfilled by the employee signing, dating, and submitting to the Employer the "Authorization

for Deduction of Representation Service Fee" form provided in Appendix B of this Agreement. Such authorization shall remain in force through the expiration of this Agreement, with the exception it shall be automatically canceled at the time that a subsequent valid Membership Dues Deduction Authorization Card takes effect, and at the time the employee is permanently appointed to a position outside the Bargaining Unit.

Section E. Objections to Amount of Service Fee.

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

The Union shall give every service fee payer financial information sufficient to determine how the service fee was calculated. A service fee payer may challenge the amount of the service fee by filing a written objection with the Union within 30 calendar days. The Union shall consolidate all objections and shall initiate arbitration under the “Rules for Impartial Determination of Union Fees” of the American Arbitration Association. The Union shall place in escrow any portion of the objector’s service fee that is reasonably in dispute.

Section F. Enforcement Procedure.

The employee's financial liability to the Union for the amount of the required membership dues or representation service fee commences with the first day of this Agreement or the first day of employment in the Bargaining Unit, whichever is later. Any such financial liability to the Union which arose under the immediately preceding contract, if not satisfied hereunder, shall be continued and enforceable under this Agreement. An employee who is restored to employment pursuant to a "make whole" (or full back pay and benefits) arbitration award, court judgment, or grievance settlement shall be liable for the dues or fees arising from the period to which the award, judgment or settlement applies, and the amount of such dues or fees shall be deducted from the "make whole" amount otherwise due. The Employer may, but shall not be obligated to, make arrangements with the employee and the Union, satisfactory to all, to permit the employee to satisfy the financial arrearage through additional payroll deduction authorizations. An employee who is meeting or exceeding the larger of the following standards to satisfy an arrearage shall be exempt from discharge:

1. The amount of the biweekly representation service fee in effect at the time the arrearage repayment plan is initiated; or

2. The biweekly amount of the payment plan, if followed, would result in the arrearage being satisfied with 26 biweekly pay periods following the date when the repayment plan was initiated.

Except as provided in Subsection 3. below, the Employer shall automatically deduct from the pay to which the employee is otherwise entitled, and remit to the Union, a representation service fee as provided in Section D. above, after the following:

1. After 30 days from the effective date of this Agreement or the first day of employment in the Bargaining Unit, whichever is later, the Union has requested automatic deduction of the service fee by notifying the Employer in writing, with a certified, return receipt copy to the employee, that the employee is subject to the provisions of this Section and has failed to become or remain a member of the Union in good standing or to tender the required service fee.

2. Within 14 calendar days following its receipt of such notice from the Union, the Employer shall notify the employee, with a copy to the Union, that beginning with the next pay period it will commence deduction of the service fee and remit same to the Union. Thereupon, the Employer shall begin such deduction and remittance.

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

Section G. Remittance and Accounting.

Deductions for any biweekly pay period shall be remitted to the designated Union official of MCO, SEIU Local 526M, 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, indicating whether it represents union dues or service fee, no later than ten calendar days after the close of the pay period of deduction.

Section H. Legal Requirements.

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

The parties also recognize that the State, as a governmental entity, has a duty to respect the constitutional rights of its employees and, therefore, the State reserves the right to suspend and/or cease enforcement of any contractual provision which, directly or implied, is rendered invalid by operation of law, but

such provision shall be subject to the renegotiation provisions of Article 22, Section G., herein.

The parties also recognize that the Employer is not obligated to implement the provisions of Article 5, Section F., unless the Union demonstrates or has demonstrated to the satisfaction of the State that the procedures used by the Union to administer its agency shop fee system do not impermissibly infringe upon or violate the non-member's rights under the first and fourteenth amendments of the U.S. Constitution.

Section I. Bargaining Unit Information Provided to the Union.

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

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 Community Health 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 and Service Fee Authorization Cards, 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.

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 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, elected or appointed Union officials, and off-duty Chapter Officers and Chief Stewards of the Union shall be permitted necessary 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.

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

Article 6
UNION RIGHTS

Section A. Bulletin Boards.

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

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

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

Section B. Distribution Service.

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

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

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 Community Health 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 and Service Fee Authorization Cards, 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.

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 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, elected or appointed Union officials, and off-duty Chapter Officers and Chief Stewards of the Union shall be permitted necessary 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.

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

Article 7
UNION BUSINESS AND ACTIVITIES

Section A. Time Off for Union Business.

To the extent that absence from work does not substantially interfere with the Employer's operations, properly designated Union representatives, regardless of shift assignment, shall be allowed time off without pay for legitimate Union business such as Union meetings, Union Executive Board or Executive Council Meetings, state or area-wide Union committee meetings, state or international SEIU or AFL-CIO 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. Except as may be mutually agreed to locally or on a case by case basis, an employee shall furnish his/her designated supervisor written notice of the employee's intention to attend such function at least four work days in advance of the date(s) the employee will be taking time off for Union business.

In addition to the notice from the employee required above, except as may be mutually agreed to locally on a case by case basis, the Union President or his/her designee shall also provide notice containing the name, Agency and Chapter of employees designated to attend such functions at least four work days in advance of the date(s) the employee will be taking time off for Union business.

Such written notice shall be provided to the named employee's Appointing Authority. No employee shall be entitled to be released, and the Employer is under no obligation to permit repurchase of annual leave pursuant to these

provisions, unless designated by the Union President or his/her designee as provided above.

The employee may utilize any accumulated leave time (compensatory, deferred hours, annual,) in lieu of taking such time off without pay. Such time off shall not be detrimental in any way to the employee's record. When the employee elects to utilize annual leave credits, the employee may "buy back" such credits without limitation or restriction subject to the following regulations:

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

2. The employee/Union may reinstate such expended credits used in the previous six months by payment to the Department at the employee's gross salary and the Employer's share of the employee's insurance premiums. This provision shall be administered in compliance with applicable tax statutes.

3. Except as may be mutually agreed otherwise on a case-by-case basis, employees/Union shall be allowed to exercise the option of reinstating annual leave for employees at the end of each fiscal year quarter. The required check to "buy-back" the last quarter shall be submitted no later than August 30th. If the annual leave used for Union business causes the employee's annual leave accruals to be insufficient to cover previously approved annual leave, the employee/Union will be allowed to pay for such reinstatement anytime during the quarter.

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 loss of pay, pursuant to Section E. of this Article, to attend meetings of the Executive Council. Except as may be mutually agreed to locally on a case by case basis, such member shall individually furnish his/her designated supervisor written notice of his/her intention to attend such meeting at least four work days in advance of the date(s) the employee will be taking time off for meetings of the Council.

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

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

The Departmental Employer will honor directives issued by the Department of Civil Service concerning administrative leave for required attendance at meetings and hearings called and conducted by the Department of Civil Service. Leave granted under this Section shall not be charged to the Union's Administrative Leave Bank established in Section E. below. If an employee is not released to attend such meetings in accordance with the provisions of this Agreement 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. Administrative Leave Bank.

Subject to the operational needs of the Employer and with adequate prior notice to the Departmental Employer, employees in this Bargaining Unit designated in accordance with the provisions below shall be permitted time off without loss of pay during scheduled working hours to attend MCO Executive Board Meetings, Executive Council meetings, Union Conventions and/or Schools, or other valid internal Union business, subject to the following conditions:

1. An Administrative Leave Bank is established based on one and two tenth's (1.2) hours of Administrative Leave for each employee in the Bargaining Unit. Such bank shall be computed and established on the basis of the number of employees in the Bargaining Unit at the end of

the pay period containing the Agreement effective date and shall be recomputed annually on the anniversary date (January 1st) of this Agreement thereafter.

2. Such Administrative Leave Bank shall be allocated and distributed among Departments in proportion to the percentage which Bargaining Unit members at each represents to the entire Bargaining Unit.

3. Such Administrative Leave may be used only within the contract year in which it was granted with any remaining hours carried forward from one year to another.

4. Such Administrative Leave shall be granted in four hour increments.

5. Upon the written request of the Union President or his/her designee, such Administrative Leave may be used for the annual leave buy-back authorized in Section A above. In such circumstance, the annual leave balance of the employee, if otherwise eligible for annual leave buy-back, shall be re-credited with the number of hours previously authorized for buy-back, and the Administrative Leave Bank shall be charged an equal number of hours.

Section F. Release and Utilization of Administrative Leave Bank.

Except as may be mutually agreed to locally on a case by case basis, the employee shall furnish his/her designated supervisor written notice of the employee's intention to attend a function for which hours from the Administrative Leave Bank is authorized in this Article at least four work days in advance of the date(s) the employee will be taking time off.

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

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

Where an employee wishes to attend such function as listed above, and the employee desires a change in schedule with another employee capable of performing the work, the appropriate supervisor(s) will make a reasonable effort to approve the voluntary change of schedule between the two employees

providing such a change will not result in overtime. Such approval shall not be arbitrarily withheld.

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

Section G. Union Administrative Leave Of Absence.

Subject to the provisions of this Section, up to two employees designated in writing by the Union President or Executive Director will be granted a paid Union Administrative Leave of Absence. 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.

During the period of the Leave of Absence, the employee's status for pay, benefits, insurance, retirement, FICA, and other benefits shall be treated as though the employee is working in full 80-hour pay status. However, the employee shall be considered as not subject to the direction and control of the Employer.

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

1. The Union Administrative Leave of Absence shall be in increments of consecutive full pay periods or as otherwise may be agreed to by the parties.

2. Except as otherwise agreed by the parties, not more than one employee from any work location shall be entitled to be on such Leave of Absence at any given time.

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, Chapter President, or, at the discretion of the Union, an MCO Staff Representative.

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 2 and higher steps in more complex or contract interpretation disputes and, where designated in accordance with Article 11 of this Agreement, to participate in Labor-Management Meetings. Chief Stewards have jurisdiction within the Bargaining Unit in their department as designated below except as mutually agreed to by the parties:

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

   Marquette: One Chief Steward for all of Marquette except for the Dorm Complex; one Chief Steward for the Dorm Complex.

   Centers: One Chief Steward for each Region.

   SAI: 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 CMA/CMUO Steward per shift at the Duane Waters Hospital; one additional Steward for the Transportation Unit.

   Marquette Branch Prison: One additional Steward per shift for the Dorm Complex.

   Centers: One Steward per Community Corrections Center if staffed with Bargaining Unit employees. Additional Stewards, not to exceed one per shift, may be authorized in secondary negotiations.

   SAI: One Steward per shift.

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

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 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 Steward, Chief Steward, Chapter President or MCO Staff Representative shall not contact or interrupt the employee while at work without first notifying and receiving authorization from the employee's supervisor.

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

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.

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

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 Community Health, 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 Community Health Secondary Negotiation Team Members, shall

normally be entitled to be released from scheduled work to participate in negotiations.

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

Section E. Shift Preference.

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

Such Union officials who leave office shall move to the shift (or days off, where appropriate) that they came from prior to entering office, or other shift or days off which their seniority qualifies them for upon the first available opening (provided they are properly on the list for transfer under Article 15, Parts A and C). Nothing in this article shall preclude such Union officials from bidding on a preferred shift using the shift transfer list provided for in Article 15, based upon their actual seniority.

In the Department of Community Health, the Chapter President, Chief Steward and MCO State Executive Board members (if employed in the Bargaining Unit), will be granted superseniority for the purpose of preference for shift transfer and regular days off, but only for the term of their respective office. If, upon termination from office, such Union official is currently on the Shift Transfer List such official will have his/her name placed on the list based solely upon his/her seniority as defined in Article 13, Section C., of this Agreement. If, upon termination from office, such Union official's name is not currently on the Shift Transfer List, the official may, upon request, have his/her name placed on the list in accordance with Article 15, Part A, of the Agreement and the waiting period, if any, will apply.

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

Article 9

GRIEVANCE PROCEDURE

Section A. General.

A grievance is defined as a written complaint alleging there has been a violation, misinterpretation or misapplication of any provision of this Agreement; alleging a violation of any condition of employment established or continued in this Agreement, or in any Employer rule, policy, law, procedure, or regulation, if such condition of employment is a mandatory subject of bargaining under the Civil Service Rules and Regulations; or a claim of discipline without just cause. Nothing shall prohibit the grievant from contending that the alleged violation arises out of an existing mutually accepted past practice pertaining to a condition of employment which is or would have been a mandatory subject of bargaining. A claim concerning an appointment to a position outside this Unit is not a grievance under this Agreement.

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

It is understood that officials designated respectively by the Union and the Employer to represent them at the various steps of the grievance procedure shall have the full authority to adjust grievances in accordance with the terms of the approved collective bargaining contract, and will be held accountable for exercising such authority in good faith. It is also understood that contractual grievance settlements and decisions entered at advanced steps in the grievance procedure will be implemented by the agency and Union officials involved in a 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 Steps 1, 2, or 3 (or 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.

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 covered and may, at the option of the Union, be submitted at Step 2 or 3, as appropriate. 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.

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 disciplinary action for a penalty determined by the director or his/her designee shall be filed directly to Step 3. All other disciplinary action grievances shall be initiated in writing and filed to the Step 2 designee. The department agrees to notify the employee and Union if the director or his/her designee determined the disciplinary action.

2. In the Department of Community Health, grievances regarding disciplinary suspension, demotion or discharge shall be filed directly to Step 3.

There shall be no appeal beyond Step 3 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 3, but the Union may seek a redetermination in a counseling memorandum grievance as provided below:

Redetermination on Counseling Memoranda: The Union may seek a redetermination of a Step 3 denial of a grievance over formal counseling by submitting the reasons and facts for such appeal to the involved employee's Department Human Resources Director or Designee(s) within 21 calendar days of receipt of the Step 3 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.

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Upon receipt of such appeal, the Human Resources Director or Designee will evaluate the facts and fairness of such formal counseling 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.

No conference or meeting will be held on any formal counseling 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 3.

Nothing herein shall be construed to permit the appeal of any grievance regarding a counseling memorandum 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 loss of pay for consultation and preparation for such grievance meeting during their regularly scheduled hours of employment. Overtime is not authorized.

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One designated Steward or Chief Steward will be permitted to process a grievance without loss of pay. In a group grievance two grievants and one designated MCO Steward or Chief Steward shall be entitled to appear without loss of 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 and at a time outside their regular shift, such employee shall be permitted to attend such meeting or hearing without loss of pay. Second and third shift employees shall be allowed reasonable travel to and from the work place and shall receive equivalent time off the following shift only, 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 outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or representatives in processing grievances.

Section C. Grievance Procedure.

Step 1: A Department of Community Health or Department of Corrections-CFA 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. However, grievances must be filed in writing to the Step 2 official within the 21-calendar day time limit for initiation of a grievance.

In the Department of Corrections-FOA, if a complaint is grievable and not adjusted to the employee's satisfaction, the grievance shall be reduced to writing on the mutually agreed upon form over the employee's and/or Steward's signature and presented to the immediate supervisor within the 21-calendar time limit for initiation of a grievance. The immediate supervisor will, within seven calendar days from receiving the written grievance at the request of either the grievant or the MCO Steward or, at the option of the supervisor, conduct a conference with the grievant and/or the MCO Representative to resolve the grievance, if possible, and return a written answer to the employee and the designated MCO Representative.

Grievance meetings as provided in Step 1 shall normally be held during the regularly scheduled hours of employment of the grievant.

Step 2: If satisfactory settlement is not reached at Step 1 either verbally or in writing, to be considered further the grievance shall be appealed to the Step 2 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 for DCH or DOC-CFA, or within seven calendar days from receipt of the written answer in Step 1 in DOC-FOA. 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 2. The Union will provide written confirmation to the Department of the appeal or withdrawal of each grievance between Step 2 and arbitration.

Grievance meetings as provided for in Step 2 and 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 3: If satisfactory settlement is not reached at Step 2, to be considered further, within 45 calendar days from receipt of the Step 2 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 determined by the director or his/her designee, and in DCH the grievant may be entitled to attend the Step 3 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 3 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 3 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 3. 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 3 written answer or if no answer is provided within the Step 3 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 3 written answer (or the date the answer was due if no answer was provided). 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. Except for grievances involving suspensions, demotions and unsatisfactory service ratings, 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 3, except by mutual agreement. In the event more than one Departmental Representative attends such meeting, one of the Departmental Representatives may be the Step 3 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 prearb 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 Department of Civil Service, 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 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.

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, 2 and 3, 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.

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 documents 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 lost from work. Employees who have completed their testimony shall return promptly to work when their testimony is concluded unless they are required to assist the

principal Union Representative(s) in the conduct of the case. The intent of the parties is to minimize time lost from work.

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

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 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; and discharge. The suspension without pay of a probationary employee during or at the end of the pay period in which the initial probationary period expires, pending separation for unsatisfactory service, as well as the separation itself in such circumstances, shall not be considered disciplinary action for purposes of this Article.

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

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

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 a reasonable time to respond without undue delay.

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1. Union representation. Bargaining Unit members are entitled to be accompanied by the designated Union representative for his/her work area, or by an MCO staff person, or other individual approved by 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, if readily available, before submitting a written statement or questionnaire.
    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.
    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,
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: 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 of such fact 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 loss of 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.

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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 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.
        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. At 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.

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.

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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 Departmental Personnel Office of the results of the case, and appropriate action in accordance with this Article is taken concerning the employee. 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.

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.

Disciplinary action, if taken by the Employer, is subject to the grievance procedure. The Union retains the right to grieve the reasonableness of 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. Together with the statement of charges, the employee, 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 it's 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, as well as to make one for themselves if the packet has not already been provided by the Employer.

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. Except as indicated by the employee's written statement that the employee does not wish to have a Union Representative present, the Union Representative shall be allowed to attend the conference as an observer to assure the integrity of applicable contract provisions affecting the Bargaining Unit as a whole.

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 five work days but in no event more than ten work days thereafter, the employee 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.

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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 of disciplinary action shall be writing and shall spell out the charges and reasonable specifications. 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.

Article 11

LABOR-MANAGEMENT MEETINGS

Section A. Purpose.

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

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

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

Department or Agency representatives will, when known, notify the Union of administrative changes decided upon by management, which may affect employees in the Bargaining Unit. Failure of the Employer to provide such information shall not prevent the Employer from making such changes; however, such changes shall be proper subjects for Labor-Management meetings. Such meetings shall not be considered negotiations, nor shall they be considered as a substitute for the grievance procedure.

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

Section B. Representation.

1. Departmental Level. For Departmental 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 Community Health, 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 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.

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

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

Section D. Pay Status of Union Representatives.

1. Departmental Level. Up to the limit established in this Article, Union Representatives to Departmental Labor-Management 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. Properly designated Union Representatives from the second and third shifts shall be permitted an equivalent amount of time off from scheduled work on upcoming or previous shift. Overtime and travel expenses are not authorized. Under no

circumstances shall more than ten Bargaining Unit employees attend Departmental meetings without loss of pay.

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

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

a. In the Department of Community Health, representatives from the afternoon or midnight shifts shall be permitted an equivalent amount of time off from scheduled work on their upcoming or previous shift.

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

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

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.

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

Article 12
HEALTH AND SAFETY

Section A. General.

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

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

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

The charge of this committee shall be to identify and examine health and safety issues which impact upon Bargaining Unit members in the Department of Corrections. In conjunction with its charge, the committee shall be afforded access, when requested, to workplace injury, accident and illness reports 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 without loss of pay for travel to and from and attendance at committee meetings.

The 1997 Secondary Agreement regarding joint committees on health and safety shall remain in effect between MCO and the Department of Community Health 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 Labor &

Economic Growth or Community Health. 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 Labor & Economic Growth and/or Community Health. Where facilities are leased by the Employer, the Employer shall make a reasonable attempt to assure that such facilities comply with the order(s) of the Michigan Departments of Labor and Economic Growth and/or Community Health.

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 Community Health 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 Community Health 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 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 Labor & Economic Growth or Community Health, 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 loss of 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.

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.

   (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.

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 Social Security 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 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, 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 Department of Corrections (MDOC), and 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, 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 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 MDOC 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 may be developed and adopted by MCO and MDOC 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 by inmates), and reasonable and informed inferences drawn therefrom, would suggest the Unit member would be vulnerable to inmate assaults.

The MDOC 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 and MCO will discuss (and attempt to reach agreement on) as many principles as possible concerning the criteria to be considered by the MDOC 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.

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

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

Article 13
SENIORITY

Section A. Layoff and Recall.

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

Section B. Fringe Benefit Computation.

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

Section C. General.

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

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

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

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

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

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

An employee's continuous service record shall be broken and not bridged when the employee separates from state classified service by means other than layoff, suspension or approved leave of absence. If an employee is separated from the state classified service by means of layoff, suspension or approved leave of absence, the employee will retain his/her original seniority for a period equal to his/her length of continuous service up to a maximum of three years. Any period of absence of more than three years shall represent a break in continuous service (other than Military or Union Representative leave of absence).

An employee who returns to the Bargaining Unit after a break in service and who has accrued one additional years of Bargaining Unit seniority shall have their total previous Bargaining Unit seniority hours credited upon request to their facility personnel office.

Section D. Application.

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

When the Employer becomes responsible for a function previously administered by another government agency, a quasi-public, or a private enterprise, the seniority of employees who become Bargaining Unit members as a result of this change shall be their date of appointment into state service unless the legislation or an Executive Order causing such appointment, or Civil Service Commission action, specifies differently. Such seniority will be changed only where the employee is separated by reason other than layoff, suspension or approved leave of absence.

Section E. 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 Bargaining Unit seniority (as defined in Section C. of this Article) of all Bargaining Unit employees on the 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 employee or the Union shall be obligated to notify the Employer of any error in the current seniority list within 30 calendar days of the date such list was made available for review by the employees or provided to the Union, whichever is later. If no error is reported within such reporting period, the list will stand as prepared and will thereupon become effective. Any error timely reported shall be corrected promptly.

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

Section F. Probationary Employees.

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

Article 14
LAYOFF AND RECALL PROCEDURE

Section A. Application of Layoff.

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

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

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

   (a) Unanticipated loss of funding which the Department or Agency does not expect to obtain or make up within the temporary layoff period; or

   (b) Natural disaster, lack of utilities or civil disruption that makes premises at a work location inaccessible or unusable, subject to the provisions of Article 33, Compensation Policy Under Conditions of General Emergency.

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

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

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

- Notice Requirements:

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

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

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

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

3. Exceptions agreed to in writing in letters of understanding by the Union, the departmental employer, the Office of the State Employer, and approved by the State Personnel Director and/or the Civil Service Commission.

4. The expiration of a limited term appointment. An employee with status acquired in a limited term appointment and separated because of the expiration of that appointment may be reinstated within three years in any vacancy in any Department in the same classification as that from which the employee was separated. Such reinstatement may precede

employment of any person from a promotional list and any person with less seniority on a layoff list. This Section shall not apply in the case of a continuing state classified employee who accepted an appointment to a limited term position under the same Appointing Authority at a higher level; in this situation, not more than six months (1040 hours) of service earned in the limited term position shall be considered Unit seniority and shall be applied at the former (lower) level upon expiration of the limited term position.

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

Section B. Reduction in Hours; Other Alternatives.

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

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

Section C. Voluntary Indefinite Layoffs.

When the Employer elects to reduce the workforce, employees within the affected classifications and Layoff Units may request, in writing, preferential layoff out of line seniority, for a mutually agreed upon period of time not to extend beyond that fiscal year. If granted, the Employer shall not contest the employee's eligibility for unemployment compensation.

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

Section D. General Layoff Procedures.

1. Layoff Unit shall be defined as Work Location as defined in Article 3. In the event of closure of or a significant reduction at a Corrections facility, the Layoff Unit shall be regional, as determined by the mutual agreement of the parties unless altered through secondary negotiations.

If operations at a work location are significantly reorganized, or Bargaining Unit work is transferred to a new or different existing facility so as to cause layoffs at the original work location, any dispute regarding how the Sections of this Article are to be applied to such circumstances will be subject to departmental Labor-Management meetings and/or the conference procedure provided in Article 11, Section E. of this Agreement. Any agreements reached in such meetings shall be in writing. Such meetings shall not operate to delay implementation of these provisions. For purposes of this Subsection, the term "significantly reorganized" shall be determined in secondary negotiations.

2. Within a Layoff Unit, layoff shall be by Civil Service classification within a series. For purposes of this Article, Corrections Officer 8 and E9; Forensic Security Aide 8 and E9; Special Alternative Incarceration Officer 9 and E10; and Corrections Medical Aide 8 and E9; shall each be considered as one classification.

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

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

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

b. Department of Civil Service approved selective certification;

c. Voluntary layoffs;

d. Maintaining an existing affirmative action program in accordance with applicable law and approved in advance by the state personnel director.

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

The affirmative action exception, Subsection d. above, shall only be used in accordance with Civil Service Commission guidelines for implementation of Civil Service Rules and Regulations.

The Employer shall give notice of such intent to the Union and, in

accordance with Civil Service Rules and Regulations, shall meet and confer with MCO about the impact of such determination. No Department shall implement Subsection d. above without the involvement and agreement of the State Employer.

[NOTE: Section D.3.d, and the three paragraphs immediately following, are included in this contract as directed by Impasse Panel Decision IP-80-2, December 16, 1980, which decision is reprinted herein as Appendix C.]

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

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

A Bargaining Unit employee who, subsequent to the effective date of this Agreement, transfers or promotes to a position and class outside the Bargaining Unit, but who returns to a position in the Bargaining Unit prior to the expiration of six months or the probationary period in such position outside the Bargaining Unit, whichever is greater, shall have such period of service outside the Bargaining Unit credited at the level and in the class series to which the employee returns. An employee laid off out of line seniority order under the provisions of Subsection D.3. above shall continue to receive seniority credit for the period of layoff, not to exceed five years, provided that a less senior employee in the same class and level is still working in the layoff unit from which the employee was laid off.

5. Chief Stewards and members of the MCO Executive Council, if employed in the Bargaining Unit, shall be considered as more senior than other members of the layoff unit, but only during the term of their respective office and only for the purposes of layoff and recall (excluding voluntary and/or temporary layoffs). Not more than two employees at any one work location or facility shall be accorded such seniority status at any one time.

6. No employee within a Security Unit layoff unit with Civil Service status (examined, certified eligible, and satisfactorily completed a probationary period) shall be laid off from the affected classification until all Security Unit employees within the layoff unit who are without status and who are employed in the affected

classification are laid off.

Section E. Bumping.

The employee scheduled for layoff under Section D. may elect to either accept layoff or bump to the least senior position in the layoff unit for which the employee is qualified, as provided in this Section. An employee scheduled for layoff who fails or is unable, in accordance with Section D.3., to exercise the option to bump to the least senior position shall be laid off.

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

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

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

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

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

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

CLASSIFICATIONS IN A CLASS SERIES

CLASSIFICATION	CLASSES IN SERIES
Corrections Medical Aide	Corrections Medical Aide 8 Corrections Medical Aide E9 Corrections Medical Unit Officer E10

Corrections Officer	Corrections Officer 8 Corrections Officer E9 Resident Unit Officer E10
Forensic Security Aide	Forensic Security Aide 8 Forensic Security Aide E9
Special Alternative Incarceration Officer	Special Alternative Incarceration Officer 9 Special Alternative Incarceration Officer E10

Section F. Recall Lists.

1. Laid Off Employees. Recall lists shall be maintained by seniority for each classification for the layoff unit affected by layoff. Each laid off employee shall automatically have his/ her name placed upon the layoff unit recall list, in order of seniority, for the classification, and layoff unit, from which he/she is laid off. In addition, each laid off employee shall have the right, upon request, to have his/her name placed upon a departmental recall list, in order of seniority, for the classification from which he/she is laid off, for each layoff unit at which he/she will accept recall to employment. The employee shall notify the Employer in writing of his/her designation within seven calendar days subsequent to being laid off. The Employer will furnish a standardized form to each employee for recall designation. Return from a departmental recall list shall be in order of seniority.

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

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

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

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

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

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

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

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

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

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

Section G. Recall from Layoff.

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

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

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

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

The shift (and current days off of the vacancy where appropriate) to which a recalled employee is assigned shall be in accordance with the recalled employee's seniority in accordance with Article 15, Section C., last sentence.

The employee's right to recall shall exist for a period of up to three years

from the date of layoff. Prior to that time employees may renew their recall rights for another three years by giving written notice to the Employer.

Section H. Removal of Name From Recall Lists.

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

1. An employee who refuses recall to employment in his/her layoff unit in his/her primary class shall be removed from all recall lists as a voluntary resignation.

2. An employee who accepts recall to employment in his/her layoff unit and his/her primary class shall be removed from all recall lists.

3. An employee who refuses or accepts recall to a secondary class on the layoff unit recall list shall be removed from all lists for such secondary class.

4. An employee who refuses or accepts recall to a primary or secondary class on a departmental recall list shall be removed from the list(s) for such class except at the layoff unit from which he/she was laid off.

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

- A Primary Class is the classification from which an employee is originally laid off.

- A Secondary Class is any classification in which an employee has satisfactorily completed a required probationary period, and any lower level classification in that same series.

- A Layoff Unit Recall List is a recall list for the layoff unit from which the employee is laid off.

- A Departmental Recall List is a recall list for all layoff units within the Department from which the employee is laid off.

- Class refers to classification.

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

Section I. Recall to Temporary Vacancies.

In accordance with the provisions of this Article, employees shall designate

agreement to be recalled by work location on a temporary basis when laid off. Recall to a temporary vacancy shall also be on the basis of seniority. An employee who fails to accept recall to a temporary vacancy at a layoff unit previously designated shall be removed from that list. Removal from a temporary list shall not effect the employee's place on any permanent recall list.

Section J. 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.

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

Section K. Relocation Expenses.

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

Section L. Expanded Employment Option.

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

Article 15

ASSIGNMENT, VACANCY AND TRANSFER

Section A. Definitions.

1. Vacancy. A vacancy shall be defined as an unfilled, permanent, funded position which the Employer seeks to fill. A position from which an employee has been laid off is not a vacancy.

2. Temporary Vacancy on Bid Assignments. Except for an employee performing Non-Bargaining Unit work, a vacancy on a bid assignment shall be defined as temporary (and not permanent) if the employee holding such assignment is scheduled to return to such assignment within six months. Such temporary vacancies shall be filled at the Employer's discretion. An employee performing work outside the Bargaining Unit shall not have any return rights to

his/her bid assignment if he/she works more than six months in any contiguous 12 months performing such work.

3. Assignment. Assignment shall be defined as all positions in the class performing essentially the same duties at a work station on a shift. A work station is, e.g., a post, housing unit, ward, etc.

4. Bid Assignment. A bid assignment includes all the bid positions within that assignment, unless otherwise indicated herein.

5. Transfer. Transfer shall be defined as the filling of a vacancy or change in assignment at the employee's initiative or request.

6. Work Location. For purposes of this Article, Work Location shall have the definition provided in Article 3, Section B., of this Agreement.

7. Reassignment. A reassignment is a change of assignment of a Bargaining Unit employee effected upon the Employer's initiative.

8. Position. A position is a grouping of tasks and duties necessary to complete a function or unit of work performed by a single employee.

Section B. Right of Assignment.

Except as provided in this Article, the Employer shall have the right to assign and reassign employees within a classification at an Agency or Work Location.

If a reassignment within a Work Location involves a change of shift or days off, such reassignment will be made by reassigning the least senior employee on the shift, in the class, at the Work Location. Exceptions may be made for probationary employees, legally required or implied selective certification, and employees possessing specific training (firearms, etc.); however, such exceptions shall be made by utilizing inverse seniority among qualified employees.

At a work location with more than one complex (e.g., Marquette) employees may be permanently reassigned across complex lines, by using inverse seniority. Except for probationary employees who are being reassigned for training, the Employer shall not make temporary reassignments across complex lines to balance daily staffing.

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

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

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

Section C. Probationary Employee Assignments.

The Union recognizes the right of the Employer to place probationary employee(s) on a shift and assignment where exposure will be maximized for training and supervision. Such probationary assignments shall be made after giving consideration to recognizably hazardous assignment locations. It is the intent that the probationary employee will not be placed in an assignment which poses an unusual risk of physical assault by prisoners. It is also the intent of this Section to insure that probationary employees, especially Corrections Officers with less than eight months of service, will receive broad experience with close supervision and training by a supervisor or experienced status employee. This assignment will in no case extend beyond the new employee's probationary period. Once an employee satisfactorily completes the probationary period, the position on the shift to which he/she was assigned will become vacant and filled on a permanent basis from the Shift Preference List; the newly statused employee will then be assigned to a shift in accordance with his/her seniority. It is the intent that, in a multiple position assignment, a majority of the positions should be filled by non-probationary employees.

The Union shall be entitled to grieve an individual probationary employee assignment, on the basis the assignment posed or poses an undue safety risk to the assigned employee, culminating in appeal to and review by the Deputy Director for the Correctional Facilities Administration, the procedures for which shall be established in secondary negotiations.

Section D. Reasonable Accommodation and Alternative Assignments.

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

Article 15, Part A
Transfers Between Shifts

Section A. Shift Transfers.

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

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

1. An employee will be considered available if scheduled to return from annual or sick leave or an approved LOA within three weeks.

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

3. Such lists shall be available to the Union for inspection.

4. The date that an employee signs the shift transfer list shall be permanently recorded on said list(s) beside the employee's name.

5. An employee's refusal of an offered shift transfer will result in removal from the list for that particular shift. The employee shall be allowed to immediately place his/her name back on the list, but must re-qualify by having his/her name on the list for 30 calendar days.

6. If the transfer list is absent eligible applicants at the time the vacancy occurs, employees with less than 30 days on shift in the classification shall be eligible for the transfer by seniority order.

Nothing herein shall prohibit a shift trade between two employees, each of whom is most senior on the transfer list.

The Employer may assign or transfer employees between shifts out of seniority order to fill a vacancy that has a legally required or implied selective certification requirement. In addition, it may be necessary to make temporary general exceptions to this Section in order to have a balance of status personnel on each shift. Experience balancing exceptions shall not exceed six months, unless extended by mutual agreement between the parties at the local or departmental level. Before such general exceptions may be made, the Union must be notified and given the reasons as well as the duration of the exception. If seniority employees are moved to or held on a shift, all successful shift transfer requests and/or bids on positions will be honored upon completion of such

period. Temporary vacancies created by the above may be filled by temporary reassignment.

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

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

Article 15 Part B
Bid Positions

Section A. Department of Corrections.

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

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

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

a. Demonstrated special knowledge, skills or abilities as announced in the posting;
b. Physical ability;
c. Demonstrated ability to effectively interact with residents and/or the public;
d. Demonstrated ability to follow instructions, including security regulations.
e. Nothing herein shall require that the most senior applicant be selected.

4. Employees who have been placed on bid positions as a result of a successful bid may not bid on another position within 12 calendar months.

5. Bid positions will be posted at the Work Location according to Part B., Section A.1 of this Article. Employees in bid positions resulting from this Article will retain such positions until they either: Bid to another position; or are removed for the reasons listed in Part E of this Article.

Employees may be reassigned from bid positions on a daily basis to cover another position. If an employee has been reassigned from a bid job, such bid job may not be filled with a different employee for that shift.

6. Designated bid positions will only be posted and filled when such positions become vacant after the effective date of this Article. All future vacancies that are designated as bid jobs will be filled in accordance with this Section. It will be the policy of the Employer to minimize changes in assignments.

7. Assignments will be filled from within the same classification and level except where the vacant bid position is prepatterned and preauthorized and the bidding employee meets the qualifications for that classification and any special requirements listed on the posting.

8. Bid positions at current institutions where no such bid positions are contractually established in Subsection 12 below may be negotiated in secondary negotiations at the request of either party. Such secondary negotiations may recognize local agreements heretofore reached between the parties, provided that in no circumstance shall the parties be required to agree to a number of bid positions on a shift which exceeds 20% of the total assignments on the shift.

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

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

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

Section B. Department of Community Health.

1. Forensic Security Aides shall have the opportunity to apply for bid positions vacancies on their shift. Bid positions will be identified in Appendix G of this Agreement. Bid positions that become vacant will be posted within 21 calendar days from the date of the vacancy (see definition in Section A.1. above) for a period of seven weekdays. Vacancies will be filled by one of the three most senior qualified available employees who apply. An employee on sick leave for not more than three weeks from the last day of the posting will be considered available.

2. In utilizing a transfer request to fill a vacant bid position, where three or more eligible employees have requested the position, the Employer will fill the position by selecting one of the three most senior qualified available employees in satisfactory service status. When considering the top three most senior applicants, the Employer will consider the following factors:

a. Demonstrated special knowledge, skills, or abilities;
b. Demonstrated ability to follow instructions including security regulations;
c. Demonstrated ability to effectively interact with residents and/or the public; and
d. Physical ability.

3. Bid positions will be posted at the Work Location according to Part B, Section A.1.of this Article. Employees in bid positions resulting from this Article will retain such positions until they either: bid to another position; or are removed for the reasons listed in Part E of this Article.

Employees may be reassigned from bid positions on a daily basis to cover another position. If an employee has been reassigned from a bid job, such bid job may not be filled with a different employee for that shift.

a. If determined to be not appropriate for bid position, the fsa shall be returned to his/her prior duties and responsibilities;
b. The return to prior duties and responsibilities shall not be grievable beyond Step 3.

4. Bid positions and the procedure for filling them shall be subject to secondary negotiations. If an agency creates new, permanent job assignments to be worked the entire shift, the subject of bid positions may be addressed at agency Labor-Management meetings.

Section C. All Other Positions on a Shift.

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

Section D. Temporary Reassignments on Bid Positions.

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

Article 15 Part C
Scheduled Regular Days Off (RDOs)

Section A. Department of Corrections.

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

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

It may be necessary to make temporary (four pay periods or less) exceptions to this Section in order to avoid an imbalanced distribution at RDOs during the pay period. Before such RDO balancing exception may be implemented, the Union shall be provided written notice and given the reasons for, as well as the expected duration of, such exceptions. Such RDO balancing exception shall be applied only to Prime RDOs which do not have a specific work assignment. If seniority employees are not awarded available Prime RDOs solely because of such exception, all successful bids for Prime RDOs will be

honored upon completion of such period. Bid positions for RDOs which will not be immediately filled because of this exception shall contain notice to that effect.

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

Section B. Department of Community Health.

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

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

1st shift:	Friday-Saturday, Saturday-Sunday, Sunday-Monday
2nd shift	Friday-Saturday, Saturday-Sunday, Sunday-Monday
3rd shift	Thursday-Friday, Friday-Saturday, Saturday-Sunday

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

a. Prime RDOs: Prime RDOs will be posted on all units and the notice will indicate the shift. The posting will be up for 21 calendar days. The most senior employee who requests the RDOs will be assigned those days off, unless a selective certification is authorized. Where a selective certification is authorized, the most senior employee on the shift who meets or exceeds the selective certification and who requests the RDOs shall be assigned the RDOs.

b. Non-Prime RDOs: A master list will be kept in the Security Director's office. Employees may place their names on the list via written memo indicating the RDOs in which they are interested. The most senior employee on the list for at least seven calendar days requesting the particular RDOs that are available will be assigned those days off. RDOs that become available as a result of the above assignment will be filled following the same procedure, and that method of assignment will be continued until all employee requests are met. Where a selective certification is authorized, the RDOs shall be assigned to the most senior employee who is on the shift who meets or exceeds the selective certification requirements and whose name has been on the master list for at least seven calendar days. Employees shall have the right to request more than one combination of RDOs. The

employee shall have the right to turn down RDOs when offered, without prejudicing their position on the list.

For purposes of this Article, the Forensic Security Aide series shall be considered as one class consisting of 8s and E9s. An employee on sick or annual leave for not more than three weeks will be considered available.

Section C.

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

Article 15 Part D
Transfers Between Work Locations

Section A. Department of Corrections.

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

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

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

    i. Facilities or camps, with five or more vacancies during the previous six month period, shall fill the first

vacancy per six month transfer period with the most senior, eligible and qualified applicant.

ii. Facilities or camps, with less than five vacancies during the previous six month period, shall fill the first vacancy per six month transfer period with one of the three most senior, eligible and qualified applicants.

iii. Corrections centers shall fill the first vacancy per six month transfer period on a regional basis by rotation, i.e., one region per six month transfer period, with the most senior, eligible and qualified applicant.

iv. Facilities, camps and corrections centers shall fill all other vacancies in accordance with current practice.

v. Employees who have resigned in lieu of dismissal shall be excluded from any transfer rights to that facility, camp, or corrections center.

3. It may be necessary, due to agreements with or commitments to the local community, to place an emphasis on new hires when filling initial vacancies at new facilities and the filling of such vacancies may deviate from this Article.

4. The parties agree to continue the current Department of Corrections practice concerning limits on transfers out of a work location based upon diminished safety and security at the work location. It is understood that such practice requires the approval of the Deputy Director of the Correctional Facilities Administration; or the Deputy Director of the Field Operations Administration for Corrections Centers. If the Department of Corrections plans to limit (freeze) transfers out of a work location, the freeze shall be discussed with the Union prior to its implementation. In the event transfers out of a work location are frozen, any transfer requests submitted and approved prior to the freeze will be honored. Any other problems associated with the freeze will be discussed by the parties to reach a mutually acceptable resolution.

5. Closer to Home Transfer. The Michigan Department of Corrections agrees to grant up to 15 transfers per calendar year to employees seeking an assignment to a facility within a 40 mile radius of their home. Those desiring such a transfer must initiate the request by submitting an application to the Michigan Corrections Organization for consideration and possible referral to the Department of Corrections. The window period to apply for a closer to home transfer shall be from October 1 to October 31 of each year.

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

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

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

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

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

a. An employee seeking a transfer to another facility, camp, or corrections center has the responsibility to find an employee in their same classification willing to exchange positions. Such request for exchange shall be in writing.
b. The exchange transfer shall be subject to the approval or disapproval of the involved Warden(s) or Regional Administrator(s).
c. No reimbursement under the State Travel Regulations shall apply.
d. No other contractual provisions shall apply, except those regarding shift transfer within an institution, since a vacancy does not exist.

Section B. Transfer Interviews.

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

Section C. Transfer Expense.

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

Article 15 Part E
Involuntary Reassignment

Section A. Change in Shift or RDOs.

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

1. If a reassignment within a class and Work Location involves a change of shift as defined in Article 16, Section D., a change from custody to housing, or days off, such reassignment will be made by reassigning the least senior qualified employee with Corrections Officer status, in satisfactory service standing, on the shift, in the class, at the Work Location. Exceptions may be made for probationary employees, legally required or implied selective certifications, and employees possessing specific training (firearms, etc.) utilizing inverse seniority.

2. Where an employee has been disciplined and the misconduct or action was such that continuing presence in the work unit may be detrimental to the effectiveness of the work unit or the employee.

3. Where investigated complaints from residents, visitors, recipients or staff are found to be valid and a reassignment is in the interest of effective operation and security.

4. Where the employee is not performing successfully as verified by a less than satisfactory service rating.

5. Unusual circumstances where after consultation with the Union (mco State President/designee) it is mutually agreed that a reassignment is in the best interest of the parties.

6. The need to comply with a court order, e.g. a personal protection order. Where more than one Bargaining Unit employee is involved, the least senior employee will be reassigned, unless mutually agreed to otherwise.

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

Section B. Reassignment Without Change in Shift or RDOs.

Reassignments from a bid position (not associated with layoffs, closing of a subdivision of a Work Location, or reorganization of a Work Location) which

does not involve a change in shift or days off, is permitted under the following circumstances:

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

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

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

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

Section C. Return.

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

Section D. Reorganization or Permanent Transfer of Work.

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

Article 15 Part F
Working Out of Class

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

Article 16
HOURS OF WORK AND SCHEDULING

Section A. Work Period.

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

Section B. Scheduling.

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

Section C. Work Day.

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

Section D. Work Shift.

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

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

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

    a. Day Activity Shift. For purposes of this Article, current institutional practices concerning the treatment of the day activity shift as a

part of, or separate from, the first shift shall be documented in local labor/management meetings and continue unless altered through local Labor-Management meetings. Any disputes will be discussed and resolved by the DOC Central Office and the MCO Central Office.

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

i. Same as Day Shift. If the current practice at the work location is to allow only employees on the first shift to obtain an assignment on the day activity shift, the day activity shift will be considered part of the first shift.

ii. Separate Shift. If the current practice at the work location is to allow employees on all shifts to obtain an assignment on the day activity shift, the day activity shift will be considered a separate and distinct shift from the other shifts.

2. Shifts starting between the hours of 1:20 p.m. and 9:19 p.m. shall be designated the second shift.

3. Shifts starting between the hours of 9:20 p.m. and 4:59 a.m. shall be designated the third shift.

4. Positions with different starting times shall be assigned to shifts according to facility labor-management agreements, which shall determine the impact on overtime distribution, vacation book sign-ups, and shift realignment within work location.

Current Departmental practices regarding shift starting times, and changes in shift starting time, may be continued. Where the Employer intends to deviate from such Departmental practices, the Employer shall first notify the Union and attempt to resolve any adverse impact in accordance with Civil Service Rules and Regulations. In the Department of Corrections the work shift shall be exclusive of a line-up period, if any, that is normally not expected to be less than six or more than 12 minutes prior to the beginning of the work shift.

Section E. Work Schedules.

Work schedules shall be defined as an employee's assigned hours, days of the week, days off, and shift rotation. Except for new employee and in-service training purposes, work schedules, where at all possible, shall be maintained on a regular basis or fixed rotation. Schedules not maintained on a regular basis or fixed rotation shall be posted as far in advance as possible, but at least 14 calendar days prior to the beginning of the pay period to be worked. Such schedules shall not be inconsistent with this Agreement.

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

Section F. Change of Work Schedules.

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

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

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

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

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

Section G. Leave For Shortened Non-Duty Time.

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

At work locations where the current practice with respect to this circumstance is to grant the employee administrative leave from the beginning of the upcoming shift, so that the employee is off-duty for eight hours before resuming work on the next scheduled shift, that practice shall continue unless altered through secondary negotiations.

Where such a practice of permitting the employee administrative leave from the up-coming shift does not currently exist, if the employee is required to work over 16 consecutive hours in the workday due to "work-in-progress", the employee may request and, if so, shall be allowed to be absent from the beginning of the next scheduled shift, so that the employee is off work for eight hours before returning to duty. The employee shall be allowed, at the employee's option, to use available annual or compensatory leave credits for the period of such absence.

Section H. Swing Shifts.

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

Section I. Meal Periods.

Except for employees in school or on OJT, work schedules shall provide for the work shift to be unbroken and a paid meal period established of not more than 30 minutes where continuous coverage is required and employees cannot be relieved of custody responsibilities. However, this shall not prohibit work schedules which provide for an unpaid meal period in the Department of Community Health and in health care units in the Department of Corrections. 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. However, upon mutual agreement between the supervisor and the employee, the employee may choose to leave work before the scheduled ending time rather than receive overtime pay.

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

Section J. Rest Periods.

The Employer agrees that, where feasible after taking staffing and security into consideration, it is the intent that supervisors will make a reasonable effort to

provide a rest period to be taken in the course of performing operational duties. Custody and security considerations shall be primary, and such rest period shall not diminish in any way the employee's continued responsibility for such matters during the rest period. Under no circumstances shall an employee be entitled to receive overtime premium pay for any rest period, taken or not taken.

Section K. No Guarantee or Limitation.

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

Section L. Alternative Work Scheduling Systems (Flextime).

Nothing in this Article shall be construed to limit the Employer in establishing, modifying or abolishing such voluntary alternative work scheduling systems as are consistent with program needs of the Employer and which do not violate the terms of this Agreement. The determination of whether to modify or abolish a voluntary alternative work scheduling system shall be solely within the Employer's discretion; however, if such determination would produce a substantial adverse impact upon employees in this Bargaining Unit, such determination shall be subject to Labor-Management meetings. Plans proposed by the Employer for consideration by employees shall be provided to the Union prior to being presented to the affected employees. If any alternative work scheduling plan proposed would result in layoff of a permanent employee, such plan will be negotiable. Overtime rates shall apply to all hours in excess of 80 in a biweekly work period. Alternative shifts greater than 10 hours may be implemented by mutual agreement between the Department and MCO Central Office.

Section M. Consecutive Scheduled Days Off (RDOs).

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

Article 17
OVERTIME

Section A. Definitions.

1. Overtime. Overtime is authorized time that an eligible employee works in excess of eight hours in a work day (up to twelve hours for employees working alternate work schedules as defined in Article 16, Section L.) or 80 hours of work time, as defined in A.3. below, in a biweekly work period.

2. Biweekly Work Period. The biweekly work period is as defined in Article 16, Section A., Hours of Work and Scheduling.

3. Work Time. All of the following shall be included in work time.
   a. All hours actually spent performing duties on the assigned job. (See also Article 34.)
   b. Paid Leave Status - All hours in paid leave status except for sick leave, 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).

   c. Paid Holiday Absence - When paid in accordance with Article 18, Holidays.

   d. Rest Periods - Taken in accordance with Section J. of Article 16, Hours of Work and Scheduling.

   e. Meals Periods - Where the employee is required to remain at his/her post, station or duties, as provided in Section I. of Article 16, Hours of Work and Scheduling.

   f. Call-in Time - Time paid in accordance with Section E. of this Article.

   g. Grievance Administration - Time spent in processing or representing grievances but only to the extent authorized in Section G. of Article 9, Grievance Procedure.

   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 in accordance with Section L. of Article 16, Hours of Work and Scheduling. 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.

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 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.

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

To implement this Subsection, the Department of Corrections and the Department of Community Health 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 Community Health. 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 in accordance with Section F. of this Article 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.

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

Section F. Overtime Distribution Procedure.

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

1. Department of Corrections. In the Department of Corrections, the following overtime distribution procedures shall apply.

a. Voluntary Shift Overtime Equalization List: During any calendar quarter an available employee may place his/her name on the Voluntary Shift Overtime Equalization List ("OEL") for the following quarter. A separate OEL shall be maintained for each shift's "A" list by RDO group, and "B" list by shift. The employee may place his/her name on the list for each and every shift. The day activity shift shall have a separate OEL only at those work locations where current practice distinguishes such day activity shift from the morning shift. Current practice regarding a

separate day activity shift OEL may be discontinued in local Labor-Management meetings. At agencies where the current practice is to maintain a separate OEL confined to only certain categories of assignments (e.g., transportation squads; custody vs. housing), such practice may continue unless discontinued through secondary agreement provisions. Each Camp and Corrections Center may maintain one combined list for all shifts.

An employee may inactivate his/her name from the OEL during the calendar quarter; however, the employee shall remain inactive for the remainder of the calendar quarter in which such inactivation occurs.

An available employee who has not inactivated his/her name during the calendar quarter may place his/her name on the OEL during the calendar quarter to which the list is applicable. In such event, the employee will be credited with the number of overtime hours equal to the employee already on the list, at the time of such mid-quarter addition, with the most hours credited.

The OEL for each shift shall be composed of two parts (e.g., first shift, Part A; first shift, Part B). Part A shall consist of the names of employees on that shift by RDO group who have placed their names on the list, in seniority order. Part B shall consist of the names of employees from other shifts who have placed their names on the list, in seniority order. Each employee's name will also have the employee's current RDOs indicated (and updated).

Except as noted below, whenever overtime on the shift must be worked, it shall be offered to the employee with the lowest number of overtime hours recorded on Part A of the OEL for that shift. The overtime shall be successively offered to employees in Part A of the list in ascending order of overtime hours recorded on the list. If enough employees on Part A of the OEL for that shift do not accept the offered overtime, the overtime shall then be offered to the employee(s) on Part B of the OEL for that shift, in identical ascending order.

All employees offered overtime shall be charged the full amount of the hours originally offered to the first employee on the appropriate OEL. This includes the employee who agrees to work the offered overtime.

(1) Assignments Necessitating Required Qualification or Specific Gender. Under normal circumstances, the Employer shall make an affirmative effort to alter the daily assignments of on-duty staff to prevent employees from being passed over by OEL.

b. Temporary Unavailability: An employee who would otherwise be entitled to work the required overtime due to operation of the OEL, but whom the Employer has attempted and been unable to contact (including contact with a telephone answering device), shall be considered as temporarily unavailable and having been offered, but declined the overtime hours for equalization purposes. However this shall not constitute a refusal for purposes of removal from the OEL. Contact with a telephone device will be presumed if the employer leaves a message on the device, but there is no requirement to leave a message if the device does not have a feature that permits the calling party to cancel a greetings message by pressing a key and begin recording immediately.

An employee is considered unavailable and may not be charged with hours on the A List OEL in those cases when the employee is scheduled to work on the shift in question.

An employee working an overlapping shift, as defined in Article 16, Section D.1. through 3, shall be considered ineligible for overtime, if not available for the entire offered overtime, and shall be charged with those hours on the appropriate shift B List.

If an employee refuses to work voluntary overtime in excess of 16 consecutive hours of work, or the Employer refuses to allow an employee to work in excess of 16 consecutive hours, the employee shall not be charged with those excess hours on the OEL.

An employee on approved paid leave, or suspension (excluding any intervening RDOs), will have his/her recorded overtime hours adjusted by being treated during the paid leave as having been offered the overtime in accordance with normal operation of the OEL but having declined such offered overtime.

However, an employee on approved paid annual leave for periods of less than four consecutive scheduled work days shall be allowed to work overtime for a shift that is outside his/her normal work scheduled (normally referred to as B-List overtime).

An employee who does not possess the special qualifications and ability required (if any) to perform the particular overtime work or who does not meet any legally required or implied gender requirement may be treated as temporarily unavailable.

Problems concerning repeated refusals to work overtime may be addressed as department level labor/management meetings.

An employee who has accepted an offer of overtime and then wishes to

cancel must notify the Employer as soon as reasonably possible, but at least one-half hour prior to the scheduled starting time of the overtime. An employee who fails to timely cancel shall be treated as unavailable for voluntary overtime from the OEL during the balance of the quarter in which such incident occurs.

An employee who has actually worked 120 or more hours since the beginning of a pay period shall be treated the same as an employee on approved paid leave for purposes of scheduling overtime during the balance of such pay period.

The Employer shall refuse to allow an employee to work three shifts in a 24 consecutive hour period except in emergency situations as defined in Section H of this Article and in Article 33. The employee shall not be charged with the hours.

c. Holdovers From Previous Shifts: When the overtime to be worked is expected to be two hours or less, the supervisor will hold employees over from the previous shift, using the following procedure:

(1) During or at the beginning of the shift, the supervisor will poll the employees present on the shift for volunteers, and assign (and record) the overtime to the volunteer(s) with the least number of hours on the OEL.

(2) If it appears the number of volunteers will not be sufficient to cover the anticipated number of holdovers, the supervisor will notify the employees on the shift who are on the bottom half of the shift seniority list that they may be held over. The number of low seniority employees who shall be so notified shall equal, at a minimum, the difference between the number of volunteers and the number of holdovers anticipated. If the number of employees in the above-described holdover pool is insufficient to cover the number of holdovers required, then the employee working the assignment on the shift may be held over, on an overtime basis, until relief is provided.

(3) Holdovers are to be considered an instance of mandatory overtime if the employee is not working voluntary overtime and if the employee who is scheduled to relieve him/her is not at the facility at the time that the employee's work time exceeds his/her normal work schedule.

d. Call-in Procedure: When the overtime is anticipated to be over two hours, supervisors will call employees in according to the provisions for using the OEL. If it becomes necessary to hold an employee over from

the previous shift, while employees from the OEL are being contacted, the procedure established in Subsection c. above will be observed.

e. Administration of Equalization Lists: OEL lists shall be considered equalized if all employees on the list are within a range of 17 overtime hours. Employees will be offered overtime on the basis of lowest number of recorded hours worked and/or declined.

- Employees with the lowest number of credited hours shall be called first.

- In cases where more than one RDO group is scheduled off at the same time for "A" list employees, overtime will be offered to those employees with the lowest number of hours credited from all the RDO groups scheduled off.
- Initial contact for the same day/shift will constitute an offer of overtime for any and all overtime for that shift. Any refusals will be charged once on the OEL.

The Employer shall maintain current "B" list(s) of employees by shift indicating the number of overtime hours worked and declined, which shall be made available to the Union upon request.

It is understood that the Employer will make a reasonable effort to maintain an equal number of eligible employees in each RDO group. Issues relating to the balancing of RDO groups (e.g., position vacancies, length of time before groups are adjusted, involuntary schedule changes, etc.) shall be subject to local Labor-Management meetings. If agreement cannot be reached, such issue(s) shall be subject to departmental Labor-Management meetings.

To facilitate entries and calculations, the cumulative number of hours recorded for each employee on the OEL shall be adjusted four times each year, as follows:

- All groups shall be adjusted at the same time.

- The lowest credited overtime hour total from each RDO group on a shift shall be subtracted from each employee's credited hours in that RDO group. This adjustment shall not impact the 17 hour payment provision.

- The adjustments shall be made on the first day in the first full pay period of January, April, July, and October unless altered through secondary agreement.

- Immediately following each October yearly adjustment, the OEL shall be zeroed out.

In the event an employee is added to an RDO group or transfers to another RDO group, the employee shall be placed on the new RDO group OEL with the same number of hours as the employee in that group with the highest number of hours.

Errors in administering the OEL (i.e., clerical or simple oversight) shall be corrected by restoring the employee to his/her rightful place on the list and offering or bypassing the employee's name, as appropriate.

To remedy misuse of the OEL and/or this procedure, an employee whose credited overtime hours are outside the 17-hour equalization range shall be paid four hours at straight-time pay rates (not compensatory time) for every eight hours that the employee is outside the range, including any proportional amount. This determination shall be made on the date the hours are adjusted quarterly.

f. Involuntary (Mandatory) Overtime: If enough employees on the applicable OEL do not accept and work the offered overtime, and the Employer must direct involuntary overtime, the Employer shall direct the least senior qualified employee(s) to work the overtime on a mandatory basis. Involuntary (mandatory) overtime shall be assigned by inverse order of the bottom half of the seniority list, for the shift, on a rotational basis. If the Employer is unable to contact sufficient employees to meet staffing needs using the above method, they may assign mandatory overtime by inverse order of the bottom half of the shift seniority list for the departing shift on a rotational basis.

However, an employee shall not be required to work overtime on a mandatory basis within the 32 hour period following the beginning of the last overtime shift of more than four hours the employee worked.

At a work location with 100 or fewer Bargaining Unit employees, the mandatory overtime list (seniority list) may consist of all Bargaining Unit employees in active payroll status at the work location, regardless of shift. Current practice at such work locations concerning merging or separating shift seniority lists for purposes of the mandatory overtime list will be maintained unless provided differently in a Secondary Agreement.

(1) Involuntary Overtime for Assignment Necessitating Required Qualifications or Specific Gender. The Employer shall make an affirmative effort to alter the assignments of on-duty staff to facilitate fair and equitable distribution of involuntary overtime.
(2) Leave Exception. An employee will be exempt from mandatory

overtime on the last scheduled shift prior to the employee's previously approved leave time.

g. Notes

1. It is the intent that supervisors seek volunteers for overtime right up until the beginning of the shift. The 17 hour range in equalization will allow supervisors maximum latitude when seeking volunteers.

2. The combination of the housing and custody complements for overtime equalization in no way diminishes the Department's commitment to the treatment team concept.

3. Equalization lists will be made available to the employees and the Union for inspection.

4. Funeral and compassionate visit detail will be voluntary and will be excluded from the overtime equalization procedure.

5. Supervisors are encouraged to take car pools and other personal commitments into consideration when holding employees over. Supervisors shall attempt not to schedule an employee for mandatory overtime for a full shift immediately preceding a mandatory in-service training shift for which the employee is already scheduled.

6. In-service training may be scheduled on an overtime basis where necessary to maintain a training schedule, and shall be exempted from the overtime equalization procedure and the 32-hour buffer period. An employee shall not be considered available for mandatory overtime on the day(s) the employee is in training.

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

8. The question of whether and, if so, the circumstances under which, the Employer may use volunteers from another work location (who are familiar with the work location where the overtime is to be worked), prior to resorting to mandatory overtime scheduling, may be addressed in Secondary negotiations.

9. An employee required to be a certain gender, or to have special qualifications or abilities to perform a particular overtime assignment, will be excluded from the overtime procedure.

10. The parties may agree in local Labor-Management meetings to establish procedures for overtime after exhausting contractual procedures.

11. During the course of the negotiations leading to the January 2005 contract the parties discussed an Employer proposal to revise the overtime procedure in DOC to more closely resemble the language for DCH. While the parties could not agree to a department wide conversion, they did agree to consider a pilot program in at least one institution.

    Details for the new procedure will be agreed upon locally with the assistance of MCO and DOC Central Office staff. The pilot will include a sunset provision that will allow either party to cancel the agreement and return to the original provisions or seek agreement regarding modifications.

12. Involuntary overtime shall be on a rotational basis based upon the number of occurrences of involuntary overtime, and not based upon the number of hours worked.

13. Employees who are in training shall be eligible by utilization of the OEL to work voluntary overtime in order to avoid involuntary overtime.

14. In cases where employees have been mandated, officers working overlapping shifts and CTOs shall be eligible to volunteer. Officers volunteering from an overlapping shift shall be required to complete their primary shift and then report to the assignment for which they volunteered.

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

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

2. Department of Community Health: In the Department of Community Health the following overtime distribution procedure shall apply except as noted below:

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

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

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

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

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

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

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

b. Mandatory Overtime List:

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

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

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

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

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

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

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

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

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

d. Preplanned Overtime:

(1) Definitions.

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

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

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

(2) Procedure.

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

(b) The determination of the use and the number of preplanned assignments will be made by Management.

(c) Preplanned assignments will be posted in a locked bulletin board, outside the area supervisor's office, from Sunday through mid-shift Wednesday of the week preceding the week the preplanned overtime is needed. The posting will include the date, shift and number of staff needed.

(d) Employees interested in working the assigned time shall notify the area supervisor any time during the posting period.

(e) Employees selected to work will have their names posted on the Friday preceding the overtime assignment.

(f) In the event that a last minute preplanned overtime assignment is posted after the mid-shift Wednesday deadline, or the required number of employees needed has not been met, an employee may sign up at least 24 hours prior to the preplanned assignment. Employees signing up after this time (24 hours prior notice) shall place their names on the voluntary overtime list, in accordance with Section F.2.a. of this Article.

(g) Preference will be given to registered staff who have worked the fewest overtime hours using the latest Overtime Equalization List.

(h) All overtime will be recorded on the Overtime Equalization List.

(i) Preplanned overtime arrangements have preference over the voluntary overtime lists. Preplanned overtime arrangements which have been canceled do not have preference over employees on the voluntary overtime lists.

(j) Preplanned overtime assignments may be canceled without financial liability to the agency, by notifying the employee prior to reporting to duty. Employees not notified of cancellation and reporting for duty will receive call back pay (two hours).

Section G. Probationary Employees.

Upon completion of eight-months of satisfactory service, probationary employees shall be placed on the mandatory overtime list, and shall be eligible to

be placed on the voluntary overtime equalization list with a balance of overtime hours equal to those of the employee having worked the most hours on the list, so that such employees are last to be called. Probationary employees must remain in satisfactory status to be eligible to work overtime and must have completed their educational requirements.

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

Section H. Emergency Overtime.

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

Section I. Work in Progressl.

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

Section J. 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

    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, job interviews (if granted), union negotiating activities; and time charged to the Union Administrative Leave Bank provided for in Article 7, Section E.

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.

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

Article 18
HOLIDAYS

Section A. Designated Holidays.

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

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

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.

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 Community Health shall not schedule below the established minimum Forensic Security Aide 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.

Section E. Reduced Staffing Schedules.

Due to reduced staffing needs on various holidays and in recognition of the value of allowing employees to enjoy a holiday absence, scheduling adjustments may be made. Continuous operations employees who were previously scheduled to work on the day of the holiday, and then designated to be given eight hours of paid absence from work on the holiday, shall be selected in the following manner:

1. The Employer will poll employees scheduled to work on the shift in high seniority order to determine each employee's preference regarding work on the holiday. Absence(s) will be granted on the basis of seniority.

2. If there are not enough volunteers to take the paid holiday absence, the Employer shall direct the least senior employee(s) scheduled to work to take the holiday absence. If additional holiday coverage is needed, employees required to take the holiday absence will be offered the opportunity to work in seniority order.

   Such employees shall receive notice of such schedule not less than 96 hours prior to the beginning of the work period containing the holiday for which the paid absence will be authorized. Absent such notice, the employee shall be allowed to work his/her scheduled shift.

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3. Exceptions to seniority-order scheduling may be made to account for any special qualifications that may be needed.

Regular days off which fall on a holiday will not be rescheduled. The Local Chapter President or, in his/her absence, the designee, shall be entitled to notice and to consultation with the Agency Employer regarding which positions will or will not be staffed.

Article 19
LEAVES OF ABSENCE WITHOUT PAY

Section A. Eligibility.

Employees shall have the right to request a leave of absence without pay in accordance with the provisions of this Article. A leave of absence may be granted to a probationary employee at the sole discretion of the employer and denial of a request from a probationary employee shall not be grievable.

Section B. Request Procedure.

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

The supervisor shall consult with the Appointing Authority and furnish a written response as follows:

- Requests for leaves of absence not exceeding one month shall be answered within 14 calendar days.

- Requests for a leave of absence exceeding one month shall be answered within 28 calendar days.

Section C. Approval.

Except as otherwise provided in this Agreement or in applicable statute, employees may be granted a leave of absence without pay at the discretion of the Appointing Authority for a period up to six months.

1. Criteria for Consideration of Request. Appointing Authority determinations under this Section shall not be arbitrary, discriminatory or capricious. When considering whether to grant the requested leave of absence:

    a. The Employer shall consider its operational needs, the employee's length of service, and work performance;

    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 shall be granted a leave of absence for personal illness, injury or temporary disability necessitating his/her absence from work. Such leave shall 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 calendar 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 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 seniority and benefit continuation entitlement as provided under Civil Service Rules and Regulations and applicable statutes.

Whenever an employee is required to attend active or inactive duty training, s/he shall be allowed to utilize up to 15 days administrative leave or, annual leave and/or compensatory time for the period of 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 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 may commence immediately following the expiration of the employee's medical leave (for the mother) or upon adoption, but not later than six weeks following delivery or upon adoption of a child (for the father). 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 to 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.

1. An employee returning to work from an approved leave of absence of six months or less (other than waived rights) will be restored to the position which he/she left, including shift, RDOs and bid job, if applicable.

2. An employee returning from an approved leave of absence of more than six months (other than waived rights) will be restored to a position in the employee's same classification and work location. The Employer will make a good faith effort to return the employee to his/her former shift, RDOs and bid job, but subject to the provisions of Article 15.

   However, an employee returning from a Union leave of absence shall be returned to the work location from which he/she departed, and to the shift on which he/she was employed if, at the time of return, he/she has more seniority than the least senior employee on the shift, or there is a vacancy on the shift.

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. While on jury duty, the employee's schedule shall be adjusted (if the employee requests) to approximate as nearly as possible the court's schedule (e.g., first shift, Monday through Friday). 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.

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.

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, 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 issued, upon employee request at such time, provided that no new disciplinary action/less than satisfactory service rating has occurred during such 24 month period.

In the Department of Community Health, 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 such action, 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.

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.

Article 21
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

MISCELLANEOUS

Section A. Wage Assignments and Garnishments.

The Employer will not impose disciplinary action against an employee for any wage assignments or garnishments. The Employer may engage in corrective counseling with the employee. Where possible, the employee shall be given advance notice of garnishments and details therein.

The Employer may recover over-compensation (including expense

reimbursements) from Bargaining Unit employees in accordance with the Civil Service Rules and Regulations.

Section B. Rehabilitation and Disability Management.

In accordance with the principles of the State Employee Services Program, the Employer shall advise employees relative to counseling and other reasonable or appropriate rehabilitation services available to employees where necessary. When such referral is made, the employee shall continue to be responsible for complying with a reasonable employer request to furnish acceptable medical certification of mental and/or physical fitness to continue to work.

The parties agree Disability Management programs may require changes in some of the provisions of this Agreement. The parties agree to meet and engage in discussions about mutual concerns of the Union and the Employer regarding issues associated with such proposed changes. The parties therefore agree that upon mutual agreement they may reopen negotiations on some of these provisions following these meetings.

Section C. Notice of Examination.

The Employer agrees to post or make available notices of examinations for classifications within the Bargaining Unit, when provided by the Department of Civil Service, 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 # 4 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 Community Health. 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 without loss of pay for necessary travel to and from, and attendance at, scheduled committee meetings.

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 Aides; 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 Aide counterparts; the identification and description of training programs currently being conducted for Forensic Security Aide counterparts; the identification and description of areas in which the qualifications and training of Michigan's Forensic Security Aides may be enhanced.

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

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 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 administrative leave shall be granted to the Union's representatives to cover reasonable and necessary travel time and attendance at committee meetings.

   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. FSA's 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 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 Community Health. 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.

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 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 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 Three 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. Fiscal Year 2008-09 Base Wages.

The base hourly rate in effect at 11:59 p.m. on September 30, 2008 for all steps in the pay ranges for all bargaining unit classifications shall be maintained during FY 2008-2009.

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 2009-10 Base Wages.

Effective October 1, 2009, the base hourly rate for all steps in the pay ranges for all Unit classifications shall be increased by one percent above the level in effect on the first full pay period on October 1, 2008.

Section C. Fiscal Year 2010-11 Base Wages.

Effective October 1, 2010, the base hourly rate for all steps in the pay ranges for all Unit classifications shall be increased by three percent above the level in effect on October 1, 2009.

Section D. 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 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 Bargaining Unit seniority, as defined in Article 13, Section C. of this Agreement, 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 F. 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.

New facilities opening after the effective date of this Agreement which have a security designation of level IV or higher shall first seek volunteers by classification for assignment to work units with a security designation of level IV or higher. Lacking a sufficient number of volunteers, the facility shall assign or reassign employees by inverse seniority.

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 E. Department of Community Health Retention Premium Pay.

Employees employed at the Department of Community Health Center for Forensic Psychiatry who, at the end of the immediately preceding pay period, have two or more years (4160 or more hours) of Bargaining Unit seniority shall be entitled to receive $.50 per hour above the regular rate for their step in their classification's pay range. Such compensation shall be paid for all hours the employee is in pay status, including holidays and leave time used. Such premium payment shall be included as part of the regular rate of pay in computing overtime premium pay.

Section F. Longevity Pay.

Eligibility.

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

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

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

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

YEARS OF SERVICE	EQUIVALENT HOURS OF SERVICE[1]	ANNUAL PAYMENT
5	10,400	
6	12,480	$260
7	14,560	
8	16,640	
9	18,720	
10	20,800	$300
11	22,880	
12	24,960	
13	27,040	
14	29,120	$370
15	31,200	
16	33,280	
17	35,360	
18	37,440	$480
19	39,520	
20	41,600	
21	43,680	
22	45,760	$610
23	47,840	
24	49,920	
25	52,000	
26	54,080	$790
27	56,160	
28	58,240	
29 & Over	60,320+	$1,040

[1] 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 G. Completion of Bargaining.

This completes the parties' obligation to collectively bargain over Article 27 for fiscal years 2008-09, 2009-10, and 2010-11.

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.

Subsequent to the initial grant of 16 hours, annual leave shall not be credited and available for use until the employee has completed 720 hours of paid service in the initial appointment. Paid service in excess of 80 hours in a biweekly work period shall not be counted. 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:

ANNUAL LEAVE TABLE

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

Section C. Additional Allowance.

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

ADDITIONAL ALLOWANCE TABLE

Service Credit	Annual Leave
5-10 yrs (10,400- 20,799 hrs)	5.3 hrs/80 hrs service
10-15 yrs (20,800- 31,199 hrs)	5.9 hrs/80 hrs service
15-20 yrs (31,200- 41,599 hrs)	6.5 hrs/80 hrs service

20-25 yrs (41,600- 51,999 hrs) ..... 7.1 hrs/80 hrs service
25-30 yrs (52,000- 62,399 hrs) ..... 7.7 hrs/80 hrs service
30-35 yrs (62,400- 72,799 hrs) ..... 8.4 hrs/80 hrs service
35-40 yrs (72,800- 83,199 hrs) ..... 9.0 hrs/80 hrs service
40-45 yrs (83,200- 93,599 hrs) ..... 9.6 hrs/80 hrs service
45-50 yrs (93,600-103,999 hrs) ..... 10.2 hrs/80 hrs service

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 D. 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.

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

Service Years		Accumulation Limit (Maximum Hours)
0-1	(0-2,079 hrs.)	248
1-5	(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 E. Transfer and Payoff.

Employees who voluntarily transfer from one state department to another shall be paid off at their current rate of pay for their unused annual leave. However, the employee may elect, in writing, to transfer 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 after completion of the initial 720 hours of service 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 F. 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

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 G. 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 as provided below.

Vacation is defined as a period of five or more consecutive work days of annual leave, except in a week containing a contractual holiday, in which case the number of days of annual leave is reduced by the number of holidays in such week.

Changes in future vacation scheduling plans may be made through secondary negotiations or, in the absence of a secondary agreement, at facility Labor-Management meetings upon the request of either party. The basic requirements for local vacation schedule procedures will be:

1. The vacation book will be passed at least two times for each calendar year, the first pass of which must be completed by November 30 of the preceding year.

2. Vacation dates can be reserved for any period during the calendar year.

3. The maximum number of Bargaining Unit employees that can be scheduled for vacation or annual leave at any one period of time must be set in advance by management. The formula must ensure that employees are able to use the amount of annual leave time that they earn in a calendar year.

4. The number of days that can be signed for each round that the book is passed will be determined through secondary negotiations or, in the

absence of a secondary agreement, shall remain a local issue to be decided upon in local Labor-Management meetings.

5. In the Department of Corrections, after the vacation book has been passed, any remaining slots shall be made available for incidental annual leave use. Incidental annual leave requests shall be filled on a first requested, first granted basis, or in accordance with local written agreements even if allowing that employee off would result in the use of overtime. Agreements may be made locally to allow staff reporting to shift above those required by the daily shift requirements to utilize appropriate leave credits as staffing needs permit. Employees may be required to report for work to ensure adequate staffing before compensatory time or annual leave is granted for a "surplus" of staff. The clear intent is to provide sufficient opportunities for employees to utilize all the annual leave and compensatory time earned during the year.

6. The local chapter shall be provided with a copy of the vacation book after the passes are completed.

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Employees who transfer to a new facility or shift will be eligible to select a vacation consistent with any local agreement. In the absence of a local agreement an employee may select an available 40 hour vacation block (five consecutive work days) from what is available in the vacation book during his/her first pay period on the shift. If the vacation book is in the process of being passed when the employee arrives, he/she will come into the selection process according to his/her seniority and at the stage in the process that is currently being offered. Incidental vacation days may only be obtained through the locally established, "incidental day" procedure. Current practices concerning the calculation and use (and non-use) of a formal "annual leave formula" may continue; however, the subject of annual leave utilization shall be addressed in secondary negotiations at the request of either of the parties. It is understood that the parties' Letter of Intent #1 and Letter of Understanding #1 for the Department of Corrections, and the February 1997 Letter of Understanding between MCO and the Department of Community Health reached in conjunction with secondary negotiations continue in effect unless altered through secondary negotiations.

Consistent with the operational needs of the Employer, such requests for vacation shall be honored in accordance with the employee's seniority. Requests for vacation shall be submitted in writing and approved in writing. A vacation or annual leave request, once submitted and approved, may only be canceled by the employee, or by the Employer in emergency circumstances only. When a holiday falls during an employee's scheduled vacation, such holiday shall not be charged against the employee's vacation time.

When an employee wishes to cancel his/her own scheduled vacation, and notifies the Employer of such cancellation less than 14 days prior to the beginning of the work period during which the vacation was scheduled, the Employer shall not be liable to reschedule the employee for work, nor for any premium pay to any other employee who is rescheduled to permit the employee to return to work.

When an employee has been granted incidental annual leave, the Employer shall be under no obligation to grant the employee's subsequent request to cancel same, nor to schedule the employee for work.

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 H. Birthday Leave.

In each year of this Agreement, each employee who has completed one or more years of Bargaining Unit seniority, as defined in Article 13, Section C., 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 it be counted against the maximum number of employees that may be scheduled for annual leave, nor shall such birthday leave be paid off upon separation.

Approved birthday leave shall be treated as any other form of approved leave status for purposes of computing holiday pay and overtime entitlement. 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.

For the period between January 1, 2005 and December 31, 2005, eligible employees shall also be granted use of a requested additional day of annual leave during the biweekly pay period of their birthday consistent with the above standards over and above leave available through the vacation book. There is no guarantee that this additional day of annual leave will be contiguous with the birthday grant.

Section I. Annual Leave Buy-Back.

An employee separated from State employment by reason of layoff who has been recalled 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 J. 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.

Section K. 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 L. 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 30 workdays 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 Community Health designee, as appropriate, and the MCO Central Office for approval. Such request should also include the circumstances of the hardship.

Section M. 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 increments of up to eight hours in a work day, except in the case of alternative work scheduling, where the increment shall be in accordance with the schedule. 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 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 (⅔) 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:

Sick Leave Balance -- Hours	Percentage Paid
Less than 104	0
104 - 208	10
209 - 416	20

417 - 624	30
625 - 832	40
833 or more	50

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 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.

Article 30
STATE-SPONSORED GROUP INSURANCE

New hires will be permitted to enroll in group insurance plans for which they are eligible during their first 31 days of employment. Eligibility for coverage under such plans is the first day of the biweekly pay period after enrollment, except for life insurance which shall be effective on the first day of employment.

Section A. The State Health Plan.

The existing basic and major medical PPO plan is known as the "State Health Plan". State Health Plan in and out-of-network benefits and applicable deductibles and co-payments are outlined in Appendix H.

1. Premium Splits.
   Except as provided in Section H below, the Employer shall pay 95% of the premium, and the enrolled employee shall pay 5% of the premium for the State Health Plan.

   Effective October 1, 2008 the Employer shall pay 90% of the premium, and the enrolled employee shall pay 10% of the premium for the State Health Plan.

2. Co-pay.
   Applicable individual deductibles and co-payments for in and out-of-network services under the State Health Plan are set forth in Appendix H.

3. Deductibles and out of pocket maximums for the State Health Plan.
   The deductibles under the State Health Plan shall be $200/individual and $400/family per calendar year for in-network services and $500/individual and $1,000/family per calendar year for out-of-network services. The maximum out of pocket cost per individual shall be $1,000 and $2,000/family per calendar year for in-network services and $2,000/individual and $4,000/family per calendar year for out-of-network services. The deductible does not apply towards the maximum out of pocket cost.

   Effective January 1, 2009 the deductibles under the State Health Plan shall be $300/individual and $600/family per calendar year for in-network services and $600/individual and $1,200/family per calendar year for out-of-network services.

Section B. State Health Plan Provisions.

1. The Union shall continue to be entitled to participate as a member of the Labor Management Health Care Committee.

   The committee will continue to review and monitor the progress of the actual

implementation of the State Health Plan.

It is understood that each exclusively recognized employee organization will be entitled to designate one representative to participate in the Labor-Management Health Care Committee.

The Plan consists of the following principal components: Pre-certification of all hospital inpatient admissions; second surgical opinion; Home Health Care; and alternative delivery systems;

a. Pre-certification of Hospital Admission & Length of Stay. The pre-certification for admission and length of stay component of the plan requires that the attending physician submit to the Third Party Administrator (TPA) the diagnosis, plan of treatment and expected duration of admission. If the admission is not an emergency, the submission must be made by the attending physician and the review and approval granted by the TPA prior to admitting the covered individual into the Acute Care Facility. If the admission occurs as an emergency, the attending physician is required to notify the TPA by telephone with the same information on the next regular working day after the admission occurs. If the admission is for a maternity delivery, advance approval for admission will not be required; however, the admitting physician must notify the TPA before the expected admission date to obtain the length-of-stay approval. There will be no limitation on benefits caused by the attending physician's failure to obtain pre-admission certification.

b. Second Surgical Opinion. An individual covered under the state health plan will be entitled to a second surgical opinion. If that opinion conflicts with the first opinion the individual will be entitled to a voluntary third surgical opinion. Second and third surgical opinions shall be subject to a $10 in-network office call fee or covered at 90% after the deductible if obtained out-of-network.

   Effective October 1, 2008, second and third surgical opinions shall be subject to a $15 in-network office call fee or covered at 90% after the deductible if obtained out-of-network.

c. Home Health Care. A program of Home Health Care and Home Care Services to reduce the length of hospital stay and admissions shall also be available at the employee's option. This component requires that the attending physician contact the third party administrator to authorize home health care service in lieu of a hospital admission or a continuation of a hospital confinement.

   The attending physician must certify that the proper treatment of the

disease or injury would require continued confinement as a resident inpatient in a hospital in the absence of the services and supplies provided as a part of the Home Health Care Plan. If appropriate, certification will be granted for an estimated number of visits within a specified period of time. The details of the types of services and charges that shall be covered under this component include part-time or intermittent nursing care by a registered nurse (R.N.) or licensed practical nurse if an R.N. was not available; part-time or intermittent home health aid services; physical, occupational and speech therapy; medical supplies, drugs and medicines prescribed by a physician, and laboratory services provided by or on behalf of a hospital, but only to the extent that they would have been covered if the individual had remained or been confined in the hospital. Home health care services under the SHPA will be continued. Details of the covered services will be provided in the SHP benefit booklet. Home Health Care shall be available at the patient's option in lieu of hospital confinement. To receive home health care services, a patient shall not be required to be homebound. Home infusion therapy shall be covered as part of the home health care benefit or covered by its separate components (e.g. durable medical equipment and prescription drugs).

d. Alternative Delivery Systems. The State Health Plan shall also provide hospice care and birthing center care benefits to employees and enrolled family members. To be eligible for the hospice care benefit, the covered individual must be diagnosed as terminally ill by the attending physician and/or hospice medical director with a medical prognosis of six months or less life expectancy. Covered hospice benefits include physical, occupational, and speech language therapy; home health aid services; medical supplies; and nursing care. Covered hospice benefits are not subject to the individual deductible or any co-payment and will be paid only for services rendered by federally certified or state licensed hospices. Hospice services covered under the SHP~~A~~ will be continued. Details of the covered service will be provided in the SHP booklet. Both hospice care and birthing center care shall be available to employees at their option in lieu of hospital confinement. Birthing center care is covered under the delivery and nursery care benefit set forth in Appendix H.

2. Prescription Drugs.

Bargaining Unit members who are covered by the State Health Plan will be enrolled in the alternative prescription drug PPO. The Employer shall continue an optional mail order plan for maintenance prescription drugs. The employee co-pay shall be $7per prescription for generic drugs, and $15 co-pay per prescription for brand name drugs for both the retail and mail order drug plans. The brand name co-payment level will apply even when there is

no generic substitute, as well as to DAW prescriptions.

Effective October 1, 2005, the employee co-pay for non-preferred brand name drugs will be $30.00.

Effective October 1, 2008, the plan will include the programs of: Generics Preferred, Step Therapy and Drug Quantity Management. The employee co-pay at retail shall be $10 per prescription for generic drugs, $20 per prescription for preferred brand name drugs, and $40 for non-preferred brand name drugs. The employee co-pay at mail order shall be $20 per prescription for generic drugs, $40 per prescription for preferred brand name drugs, and $80 for non-preferred brand name drugs. The brand name co-payment level will apply even when there is no generic substitute, as well as to DAW prescriptions. Under the Generics Preferred program, a prescription marked DAW may result in an additional charge to the employee of the difference in cost between the generic and the brand name drug dispensed.

Brand name drugs determined to be non-preferred because of the availability of a generic equivalent or a therapeutically or chemically equivalent brand name drug shall be so designated by the pharmacy and therapeutics committee comprised of independent physicians across various specialties. The State of Michigan shall have no decision making authority in such determination.

Prescriptions purchased at non-participating pharmacies must be paid for by the plan member who then remits receipts to the vendor for reimbursement. The amount of the reimbursement will not exceed the amount the vendor would have paid to a participating pharmacy and will not include the applicable co-payment.

The member card shall identify all the participating pharmacies within a 30-mile distance of the plan member's home address zip code or, if there are more than 30 such participating pharmacies, the 30 participating pharmacies that are closest to the plan member's home.

Zyban and Nicotrol nasal spray for smoking cessation shall be included under the prescription drug benefit.

All maintenance drugs filled at a participating retail pharmacy will only be approved up to a 34 day supply.

3. Mental Health/Substance Abuse Services.

Benefits for in-patient and out-patient mental health care and substance abuse services shall be as outlined in Appendix H.

If there is no network provider within a reasonable distance from the member's home address (as determined by the Director of the Employee Benefits Division), the vendor will authorize payment for covered services which are provided by a non-network provider as permitted under the State Health Plan in effect prior to the implementation of the PPO.

The State Health Plan will maintain a system of alternative provider referrals and equivalent covered expense reimbursement which assures that, at the patient's option, network providers to whom the patient is referred are neither state employees nor providing services to a state agency at a worksite where the state employee is employed.

4. Hearing.

The State's hearing care program shall continue to be a benefit under the State Health Plan. Such program shall include those benefits currently provided, including audiometric exams, hearing aid evaluation tests, hearing aids and fitting and binaural hearing aids when medically appropriate subject to a $10-office call fee for the examination and shall be available once every 36 months unless hearing loss changes to the degree determined upon advice by the State Health Plan's medical policy team and audiology professionals.

Effective October 1, 2008, the office call fee shall be $15.

5. Wellness and Preventive Services.

The wellness and preventive coverage in accordance with the State Health Plan as outlined in Appendix H will be subject to a maximum plan payment of $1,500 for in-network services per individual per calendar year. There shall be no coverage for wellness and preventive services received out-of-network.

Effective January 1, 2006, the cost for a colonoscopy exam (one every ten years beginning at age 50), and the cost of childhood immunizations will not be applied toward the calendar year maximum. These services will be covered at 100% in-network with no deductible and out-of-network at 90% after the deductible.

6. Weight Loss.

Expenses of weight-loss clinic attendance are covered up to a lifetime limit of $300, if conditions are met as specified in either (1) or (2) below:

(1) Employee or covered dependent is obese (defined as being more than 100 pounds overweight or more than 50% over ideal weight), and weight

loss clinic attendance is prescribed by a licensed physician and confirmed by a second opinion; or

(2) Employee or covered dependent is more than 50 pounds overweight or more than 25% over ideal weight, has a diagnosed disease for which excess weight is a complicating factor, and weight-loss clinic attendance is prescribed by a licensed physician and confirmed by a second opinion.

Note: the $300 amount will not apply to the State Health Plan deductible.

7. Orthopedic Inserts.

Medically necessary orthopedic inserts for shoes, when prescribed by a licensed physician are covered under the State Health Plan. This benefit is included under the durable medical equipment benefit in Appendix H.

8. Blood Storage.

Storage costs for blood that is self-donated by an employee or covered dependent in preparation for his/her own scheduled surgery is covered by the State Health Plan subject to the individual deductible.

9. Disease Management Program.

The disease management program shall be included under the State Health Plan as a covered benefit on a voluntary basis. Effective October 1, 2005, the program will be known as Blue Health Connection.

10. Survivor Conversion Option.

The State recognizes its obligations under federal "COBRA" legislation in case of a "qualifying event", as defined by that statute.

11. Health Risk Appraisal Program.

The parties agree to continue extending the Health Risk Appraisal Program to Bargaining Unit members during the term of this Agreement.

12. Open Enrollment.

There shall be an annual open enrollment period offered to Unit members in July or August of each year of this Agreement.

13. Smoking Cessation/Abatement Assistance.

The State shall continue a program for reimbursing employees for the fee they paid for enrolling in, and completing, a smoking cessation/abatement program approved by their Appointing Authority. The following conditions shall apply:

a. The reimbursement will be available for the employee's participation only. Expenses incurred by the employee's dependents are not reimbursable, even if the employee paid part or all of them.

b. The reimbursement shall be available on a one-time-only basis.

c. The amount of the reimbursement shall not exceed $50.00.

d. The employee shall be required to produce proof satisfactory to the Appointing Authority that the employee has completed the program, as well as receipts for having paid the enrollment fee. No reimbursement shall be required if a smoking cessation/abatement program is available to the employee through his/her health care coverage at no additional charge.

e. This program shall not be considered a part of the State Health Plan, and reimbursements are not payable through the State Health Plan. The reimbursement shall be paid to eligible employees by the Departmental Employer.

Transdermal Patches: Bargaining Unit members shall continue to be eligible, on a one-time-only basis, for reimbursement of the cost of transdermal patches, less the $2.00 co-payment, and accompanying smoking cessation counseling not otherwise available as a covered benefit under the health plan in which the employee is enrolled. An employee who has already received reimbursement for transdermal patches under any program sponsored by the state shall not be eligible for this benefit. Reimbursement shall be made by the departmental employer.

14. Subrogation.

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

15. Reimbursement for Certain Services.

    The reimbursement for private duty nursing and acupuncture therapy shall be 90% after the in-network deductible is met.

16. Office Visits and Consultations.

    In-network office visits and office consultations will be subject to a $10 co-pay and will not be applied toward the individual or family deductible. Out-of-network office visits and office consultations shall be covered at 90% after the deductible is met. Effective October 1, 2008, the co-pay for office visits and office consultations shall be $15.

17. In and Out-of-Network Access.

    In and out-of-network access is described in Letter of Understanding #10 and attached Rules for Network Use.

18. Effective October 1, 2005, a PPO network for durable medical equipment (DME) and prosthetic and orthotic appliances will be integrated into the SHP PPO with in-network reimbursed at 100% and out-of-network reimbursed at 80% of approved charges. No deductible will be required.

Section C. Health Maintenance Organizations (HMOs).

As an alternative to the State-sponsored health insurance program, enrollment in an HMO shall be offered to those employees residing in areas where qualified licensed HMOs are in operation. The State shall pay the same dollar value contribution toward HMO membership (per enrolled employee) as is paid to the State-sponsored health insurance program for both employee and employee/dependent coverage, except where the membership cost is less than the State-sponsored health insurance program premium. In such case, the State shall pay that rate published by the Employee Benefits Division. If an employee moves to a new permanent residence outside the service area of the authorized HMO in which s/he is enrolled, the employee may transfer such enrollment to the State Health Plan or to another authorized HMO serving the new residence area. Effective October 1, 2008 the Employer shall pay 95% of the HMO premium up to the amount paid for the same coverage code under the State Health Plan PPO.

The Employer and MCO shall jointly review (through a new or existing committee) the continued and new offering of any HMO to employees in the Bargaining Unit. The continued offering and new offering of any HMO shall be subject to the approval of MCO, provided that nothing herein shall limit the Employer from complying with statutory requirements to offer employees at least one HMO enrollment option, when available. The review process shall be

consistent and coordinated (in substance and timing) with the procedures currently established by the Employer through other collective bargaining contracts.

The parties agree to meet annually through the labor-management health care committee to discuss HMO costs and make recommendations for changes in order to keep HMOs affordable.

Section D. Life Insurance.

The Employer shall provide a state-sponsored group life insurance plan which has a death benefit equal to 2.0 times annual salary rounded up to the nearest $1,000. The Employer shall pay 100% of the premium for this benefit.

The employee shall pay 100% of premiums for covered dependents. There shall be no age ceiling for coverage for handicapped dependents, and such additional coverage shall be provided without increased premium cost. A dependent will be considered handicapped if he/she is unable to earn his/her own living because of mental retardation or physical handicap and depends chiefly on the employee for support and maintenance.

The employee may choose one from among five levels of dependent coverage:

- Spouse for $1,500; child(ren) for $1,000
- Spouse for $5,000; child(ren) for $2,500
- Spouse for $10,000; child(ren) for $5,000
- Spouse for $25,000; child(ren) for $10,000
- Spouse for $0; child(ren) for $10,000

Dependent coverage for children shall be limited to infants 15 days or older.

The Employer agrees to continue the line-of-duty accidental death benefit of $100,000.

Section 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. Group Dental Plans.

1. Except as provided in Section J. below, the Employer shall pay 95% of the applicable premium for employees enrolled in the State Dental Plan.

2. Benefits payable under the State Dental Plan will be as follows:

   a. 90% of actual fee or usual, customary and reasonable fee, whichever is lower, for restorative, endodontic, and periodontic services (x-rays, fillings, root canals, inlays, crowns, etc.).

   b. There shall be a yearly maximum benefit of $1,500 per person exclusive of orthodontics, for which there shall be a separate $1,500 lifetime maximum benefit.

3. Covered Dental Expenses.

   The State Dental Plan will pay for incurred claims for employee and/or enrolled dependents at the applicable percentage of either the actual fee or the usual, customary and reasonable fee, whichever is lower, for the dental benefits covered under the State Dental Plan for each covered person in each 12 month period (fiscal year) exclusive of orthodontics for which there is a separate lifetime maximum benefit.

   a. The following services will be paid at the 100% benefit level:

      Diagnostic Services:

- Oral examinations and consultations twice in a fiscal year.
- Effective October 1, 2005, oral exfoliative cytology (brush biopsy) will be covered when warranted from a visual and tactile examination.

Preventive Services:

- Prophylaxis - teeth cleaning three times in a fiscal year;
- Topical application of fluoride for children up to age 19, twice in a fiscal year.
- Space maintainers for children up to age 14, unless an older age is specifically authorized by the dental plan administrator.

b. The following services will be paid at the 90% benefit level:

Radiographs:

- Bite-wing x-rays once in a fiscal year unless special need is shown to the satisfaction of the dental plan administrator.
- Full mouth x-rays once in a five year period unless special need is shown to the satisfaction of the dental plan administrator.

Restorative Services:

- Amalgam, silicate, acrylic, porcelain, plastic and composite restorations;
- Gold inlay and outlay restorations.

Oral Surgery:

- Extractions, including those provided in conjunction with orthodontic services;
- Cutting procedures;
- Treatment of fractures and dislocation of the jaw.

Endodontic Services:

- Root canal therapy;
- Pulpotomy and pulpectomy services for partial and complete removal of the pulp of the tooth;
- Periapical services to treat the root of the tooth.

Periodontic Services:

- Periodontal surgery to remove diseased gum tissue surrounding the tooth;

- Adjunctive periodontal services, including provisional splinting to stabilize teeth, occlusal adjustments to correct the biting surface of a tooth and periodontal scaling to remove tartar from the root of the tooth;
- Treatment of gingivitis and periodontitis diseases of the gums and gum tissue.

c. The following Prosthodontic services will be paid at the 50% benefit level:

- Repair or rebasing of an existing full or partial denture;
- Initial installation of fixed bridgework;
- Initial installation of partial or full removable dentures (including adjustments for six months following installation);
- Construction and replacement of dentures and bridges (replacement of existing dentures or bridges is payable when five years or more have elapsed since the date of the initial installation).

d. The following Orthodontic services will be paid at the 60% benefit level:

- Minor treatment for tooth guidance;
- Minor treatment to control harmful habits;
- Interceptive orthodontic treatment;
- Comprehensive orthodontic treatment;
- Treatment of an atypical or extended skeletal case;
- Post-treatment stabilization;
- Separate lifetime maximum of $1,500 per each enrollee.
- Orthodontic services for dependents up to age 25, if dependent is a full- time student; for enrolled employee and employee's spouse (if enrolled), no maximum age.

4. Point of Service PPO.

Bargaining Unit members and dependents enrolled in the State Dental Plan may avail themselves of improved benefit levels at no additional cost to the Plan by utilizing Dental Care providers who are members of the "Dental Point of Service PPO." The benefit levels and co-payment levels for specific services are as provided below. Enrolled employees and dependents utilizing dental care providers who are not members of the Dental Point of Service PPO shall be subject to current coverage levels and benefits described in Subsections 2 and 3 of this Section.

Benefit	Current Level	Point of Service PPO Level
Diagnostic Services (exams)	100%	100%

Preventive Services	100%	100%
Radiographs	90%	100%
Restorative (fillings)	90%	100%
Oral Surgery (extractions)	90%	100%
Endodontics	90%	100%
Periodontics	90%	100%
Other Oral Surgery	90%	90%
Adjunctive Periodontic	90%	90%
Crowns	90%	90%
Prosthodontics Repairs	50%	100%
Fixed Bridgework	50%	70%
Partial Dentures	50%	70%
Full Dentures	50%	70%
Orthodontics	60%	75%
Annual Maximum	$1,500	$1,500
Lifetime Orthodontics Limit	$1,500	$1,500

5. Sealants.

   Application of sealants shall be a covered benefit for permanent molars only, which must be free from restoration or decay at the time of application. Sealants shall be payable only up to the age of 14 years. Payments will be made on a per-tooth basis. No benefit shall be payable on the same tooth within three years following a previous sealant application. The dental plan will pay 50% of the reasonable and customary amount of the sealant application charge, with the employee or covered dependent to pay the remainder of the charge. Under the Dental Point of Service PPO, the Plan shall pay 70% of the charge.

6. Dental Maintenance Organization.

   The Employer shall continue to offer Bargaining Unit employees the option of voluntarily enrolling in the Dental Maintenance Organization (DMO). The parties understand that the state-approved service area for the DMO program encompasses only certain geographical areas. The DMO will grant a properly completed out-of-area waiver application from a Unit member. The parties also understand that all eligible dental services must be provided by a DMO network provider in order for coverage to be in effect (except for emergency treatment for the immediate relief of pain and suffering when the enrollee is more than 50 miles from a participating provider, which will be reimbursed at 50% of the usual, customary and reasonable rate of the non-participating provider).

7. Preventive Dental Plan.

A preventive dental plan will continue to be made available as a voluntary option for employees under the Flexible Benefits Plan provided for in Section H. of this Article.

8. Open Enrollment.

An annual open enrollment period shall be provided to all employees in July or August of each year of this Agreement.

Section G. Vision Care Plan.

Except as provided in Section J. below, the Employer will provide a Vision Care Plan paying 100% of the applicable premium for employees and dependents enrolled in the Plan.

1. Participating Providers: Benefits payable under the Plan for Participating Providers will be as follows:

   a. Examination -- Payable once in any 12 month period with an employee co-payment of $5.00.

   b. Lenses and Frames -- Payable once in any 24 month period with an employee co-payment of $7.50 for eyeglass lenses and frames and $7.50 for medically necessary contact lenses. However, the benefit interval (for participating providers) shall be once in a 12-month period, if there has been a prescription change. The maximum diameter measure of covered lenses shall be 71 millimeters.

   c. Contact Lenses not Medically Necessary -- The Plan will pay a maximum of $90 and the employee shall pay any additional charge of the provider for such lenses. The co-payment provision under b. is not required.

   Medically necessary means (1) the member's visual acuity cannot otherwise be corrected to 20/70 in the better eye; or (2) the member has one of the following visual conditions: Keratoconus, irregular astigmatism or irregular corneal curvature.

   The maximum benefit paid for eyeglass frames to participating providers shall be the provider's costs or $25, whichever is less, plus dispensing fee.

2. Non-Par Providers: Payments for Non-Participating Providers:

   a. For Vision Testing Examinations: Once in any twelve (12) month period, the Plan will pay 75% of the reasonable and customary charge after it has been reduced by the member's co-payment of $5.00.

b. For Eyeglass Lenses: The Plan will pay the provider's charge or the amount set forth below, whichever is less.

i. Regular Lenses:

Single Vision.....$13.00/Pair
Bifocal.....20.00/Pair
Trifocal.....24.00/Pair

ii. Contact Lenses:

Medically necessary as defined in Subsection c. above ..$96.00/Pair
Not medically necessary.....…….. $40.00/Pair

iii. Special Lenses:

For covered special lenses (e.g., aphatic, lenticular and aspheric the Plan will pay 50% of the provider's charge for the lenses or 75% of the average covered vision expense benefits paid to participating providers for comparable lenses, whichever is less.

iv. Additional Charges for Plastic Lenses:

$ 3.00/Pair, plus benefit provided above for covered lenses.

v. Additional Charges for Tints Equal to Rose Tints:

#1 and #2..... $3.00/Pair

vi. Additional Charges for Prism Lenses……..$2.00/Pair

When only one lens is required, the Plan will pay one-half of the applicable amount per pair shown above.

c. For Eyeglass Frames: The Plan will pay the provider's charges or $14.00, whichever is less.

An annual open enrollment period shall be provided to all employees in July or August of each year of this Agreement.

Section H. Flexible Benefits Plan.

A Flexible Benefits Plan shall be offered to all Bargaining Unit members during the annual enrollment process and shall be effective the first full pay period in the new fiscal year.

The Plan will consist of the group insurance programs with various options

available to Bargaining Unit members. Financial incentives will be paid to employees who select: a Catastrophic Health Plan rather than the Standard Health Plan coverage, a Preventive Dental coverage rather than the Standard State Dental Plan or reduced life insurance coverage (one times salary or $50,000 rather than two times salary). In addition, members who elect no health care or dental coverage will receive a financial incentive.

Changes in benefit selections may be made by employees each year during the annual enrollment process or when there is a change in family status as defined by the IRS.

Incentives are paid each year and are the same regardless of an employee's category of coverage. For example, an employee enrolled in employee-only coverage electing the Catastrophic Health Plan for FY 04-05 will receive $1,300 as will an employee enrolled in full-family coverage electing the Catastrophic Health Plan.

Incentives to be paid during each fiscal year will be determined in conjunction with the annual rate setting process. The amount of the incentive to be paid to employees selecting the lower-level life insurance coverage is based on an individual's annual salary and the rate per $1,000 of coverage, and therefore may differ from employee to employee. Financial incentives under the Flexible Benefits Plan to employees electing Catastrophic Health, no health care, and/or reduced life plan will be paid on a biweekly basis. Those choosing the Preventive Dental Plan or no dental plan will receive a lump sum payment.

Section I. Insurance Premiums While on Layoff and Leave of Absence.

An employee actually separated by reason of layoff from State employment, on an indefinite basis, may elect to prepay the employee's share of premiums for health, dental, vision and life insurance coverage for the two additional pay periods after layoff, by having such premiums deducted from the paycheck covering the final pay period in pay status. The Employer shall pay the Employer's share of premiums for health, dental and life insurance coverage for two pay periods for any employee who elects this option.

Such coverage for health, dental, vision and life insurance shall continue uninterrupted for the two pay periods referred to above. Election of this option shall not affect the eligibility of the employee to thereafter continue insurance coverage for the remaining period of continuation coverage by directly paying the entire premiums therefore in accordance with current practice.

The maximum continuation coverage period for each insurance program shall be as follows: Health -- three years; Dental -- 18 months; Vision Care -- 18 months; Life -- one year.

Permanent full-time employees who do not use the entire two pay periods

because of recall, or otherwise returning to State employment on a permanent basis, shall retain this option for full use once in a fiscal (contract) year.

Nothing herein diminishes the rights of a laid-off employee under federal "COBRA" legislation.

Section J. Group Insurance Premiums for Less Than Full-Time Employees.

Premium payment and eligibility for coverage for permanent intermittent employees shall continue in accordance with current practice.

Employees hired on or after January 1, 2000 who are appointed to a position with a regular work schedule consisting of 40 hours or less per biweekly pay period shall pay 50% of the premium for health, dental and vision insurance. This shall not apply to an employee appointed to a permanent-intermittent position. Eligibility for enrollment shall be in accordance with current contractual provisions.

Employees who have a regular work schedule of 40 hours or less per biweekly pay period who are temporarily placed on a regular work schedule of more than 40 hours per biweekly pay period for a period expected to last six months or more, shall be considered as working a regular work schedule of more than 40 hours for the period of the temporary schedule adjustment.

Section K. Flexible Compensation Plan.

The Employer's pre-tax dollar deduction program is extended to Bargaining Unit employees. Under such a program, employee contributions for premiums for health insurance and dental insurance shall be made after FICA calculations, but before income tax withholding calculations are made.

Bargaining Unit members shall be offered the option to participate in the State of Michigan Dependent Care and/or Medical Spending Accounts authorized by, and established by the State in accordance with, current Section 125 of the U.S. Internal Revenue Service Code.

Article 31
SHIFT DIFFERENTIAL

The parties recognize that shift differentials are a convention used in personnel and labor relations to compensate employees performing -- except for the time of day -- otherwise reasonably similar duties during non-traditional working hours.

Employees shall be paid a shift differential of five percent above their straight time hourly rates for all hours worked in a day if their regular schedule for that day provides that the employee is scheduled to begin work at or after 1:20 p.m. but before 5:00 a.m., excluding any time spent in pre-shift meetings, or if 50% or

more of the regularly scheduled shift falls between the hours of 4:00 p.m. and 5:00 a.m., excluding any time spent in pre-shift meetings.

While on sick, annual, holiday or administrative leave no employee shall earn shift differential.

It is agreed that when employees are released from duty to carry out Union activities in accordance with Article 9, Grievance Procedure; Article 11, Labor-Management Meetings; and Article 12, Section J., Health and Safety, Safety Inspections, they shall be entitled to payment of the shift differential for such released hours.

It is agreed that employees shall not be paid the shift differential for hours they are released under the provisions of Article 7, Union Business and Activities, and Article 8, Section D., Union Representation, Union Negotiating Committees.

Shift premium shall be based on overtime rates for overtime hours worked on an afternoon or night shift. If, under this Agreement, an employee elects to receive compensation for such overtime shift hours in the form of compensatory time in lieu of cash payment, the employee shall be paid for the shift premium subsequent to the paycheck covering the pay period in which the overtime shift hours were worked.

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 Departments of Civil Service and 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 attach the receipt for any reimbursed meal to the request. 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 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 ie. 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.

a. 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:

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

ii. 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

iii. 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.

b. Community Corrections Centers. Employees in Community Corrections Centers who meet the criteria listed in Subsections B.2.a.i., ii. and iii. above shall also be entitled to receive a meal without charge, even though such employee is not employed and assigned within the security perimeter of a correctional facility.

Bargaining Unit employees who are employed at Community Corrections Centers where departmental food service facilities are not available, but who meet the criteria listed in Subsections B.2.a.ii. and iii. above shall receive payment as provided below in lieu of such meal without charge.

The amount of the payment shall be based upon Department cost for providing the meal. Such payment shall be made for only one meal per full day actually worked.

Payment shall be calculated and made on the basis of the 12 month benefit year beginning October 1 and ending September 30. The amount of payment due an employee shall be based upon the number of full days worked eight hours or more in 24 hour period by the employee

during the benefit year, less appropriate deductions for tax withholding. Payment shall be due prior to November 1st. The cost shall be the rate calculated and certified to the Union by the Department of Corrections, as the actual cost in effect at the time that payment is due.

Payment for the preceding fiscal year shall be due on November 1 of each subsequent year during the life of this Agreement.

An employee who is otherwise eligible for such payment but who separates from employment prior to the payment due date shall be paid the prorated amount due him/her upon separation. No employee shall receive more than one such payment during any 12 month period.

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 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.

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).

Notwithstanding any practice to the contrary which may have affected employees in the Bargaining Unit, Article 14, Section K., shall apply.

Article 33
COMPENSATION POLICY UNDER CONDITIONS OF GENERAL EMERGENCY

Section A. General Emergency.

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

Section B. Administrative Determination.

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

Section C. Compensation in Situation of Closure.

When a state facility is closed by the Governor or his/her designated representative, affected employees shall be authorized administrative leave for the period of the general emergency, or seven calendar days, whichever is less, to cover their normally scheduled hours of work during the period of closure.

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

Section D. Compensation in Situation of Inaccessibility.

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

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.

Article 34
PRE-SHIFT MEETINGS

Recognizing that pre-shift meetings (line-up) are mutually valuable to the parties in establishing and maintaining a more orderly, disciplined and secure work environment, the Employer may conduct pre-shift meetings. The purpose of such meetings shall be to make job assignments, to impart information about events and incidents occurring during the preceding two shifts, to make adjustments in schedules, to designate riot duty squads, to conduct uniform inspections and to insure the employee is physically fit for duty. The duration of such pre-shift meetings is not normally expected to be less than six nor more than 12 minutes per shift, although for any given shift, the length of such meeting

may vary depending upon the subject matter and number of employees involved. Notwithstanding such variability, employees shall be required to report for such pre-shift meeting not more than six minutes prior to the official starting time of the respective shift.

Employees satisfactorily attending the required six minute pre-shift meeting shall be compensated for such satisfactory attendance at the rate of .1 of an hour at overtime (time-and-one-half) rates, but excluding shift differential and other pay premiums.

An employee who attends, but is late for, a pre-shift meeting shall be paid only for the time in attendance, but such payment shall not be considered as excusing such lateness.

Time spent in pre-shift meetings shall be treated as time worked for purposes of calculating daily and biweekly overtime. Payment for such pre-shift meeting attendance may not be taken in the form of compensatory time.

Certain Department of Corrections employees shall be required to attend pre-shift meetings if conducted. Certain categories of employees may be exempted from this requirement, such as work crew personnel, Corrections Officers in community corrections centers, day activity shift personnel, medical and health 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.

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
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. However, effective for fiscal year 2008-09 and continuing through fiscal years 2009-10 and 2010-11 the Department of Corrections and the Department of Community Health will establish an account specifically for the purpose of tuition reimbursement, based on a ratio of $4.00 per year per departmental employee. 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.

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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 January 1, 2005.

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 Demarse 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:

Hours of Sick Leave Utilization in Fiscal Year	Attendance Incentive Payment Amount
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

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 November 1 following the fiscal year in which it was earned (e.g., the attendance incentive payment earned in FY 04-05 is payable November 1, 2005), except that if it is determined that such payment may be legally deferred until after such date, it shall be payable not later than December 1 of such following fiscal year.

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, 2008 upon Civil Service Commission approval and shall continue in full force and effect until December 31, 2010.

Provisions concerning compensation during fiscal year 2011-2012 and non-compensation articles effective January 1, 2011 shall be opened by either party giving written notice to the other of its intent to bargain such provisions, on or after March 1, 2010 but no later than May 1, 2010.

IN WITNESS WHEREOF, the parties hereto have set their hands:

Michigan Corrections Organization SEIU, Local 526-M, AFL-CIO	State of Michigan Office of the State Employer
By: S/_____ Mel Grieshaber Executive Director	By: S/_____ M. Scott Bowen Director

CIVIL SERVICE COMMISSION APPROVAL, <>.

APPENDIX A
(Article 1)

EMPLOYING DEPARTMENTS AND AGENCIES WITH CORRESPONDING LOCAL 526-M CHAPTERS
As of December 2004

Department/Agency	Chapter
Corrections	
Correctional Facilities Administration	
Alger Maximum Correctional Facility	Alger Chapter
Baraga Maximum Correctional Facility	Baraga Chapter
Bellamy Creek Correctional Facility	Bellamy Creek Chapter
Boyer Road Correctional Facility	Boyer Road Chapter

Earnest G. Brooks Correctional Facility	Brooks Chapter
Carson City Correctional Facility	Carson City Chapter
Chippewa Correctional Facility	Chippewa Chapter
Cooper Street Correctional Facility	Cooper Street Chapter
G. Robert Cotton Correctional Facility	Cotton Chapter
Florence Crane Correctional Facility	Florence Crane Chapter
Deerfield Correctional Facility	Deerfield Chapter
Charles E. Egeler Reception and Guidance Center…	Egeler Chapter
Gus Harrison Correctional Facility	Adrian Chapter
Richard A. Handlon Correctional Facility	MTU Chapter
Hiawatha Correctional Facility	Hiawatha Chapter
Huron Valley Complex – Men's	Huron Valley Men's Chapter
Huron Valley Complex – Women's	Huron Valley Women's Chapter
Ionia Maximum Correctional Facility	Ionia Maximum Chapter
Kinross Correctional Facility	Kinross Chapter
Lakeland Correctional Facility	Lakeland Chapter
Macomb Correctional Facility	Macomb Chapter
Marquette Branch Prison	Earl DeMarse Chapter
Michigan Reformatory	Michigan Reformatory Chapter
Mid-Michigan Correctional Facility	Mid-Michigan Chapter
Mound Correctional Facility	Mound Chapter
Muskegon Correctional Facility	Muskegon Chapter
Newberry Correctional Facility	Newberry Chapter
Oaks Correctional Facility	Oaks Chapter
Ojibway Correctional Facility	Ojibway Chapter
Parnall Correctional Facility	Parnall Chapter
Parr Highway Correctional Facility	Parr Highway Chapter
Pine River Correctional Facility	Pine River Chapter
Pugsley Correctional Facility	Pugsley Chapter
Ryan Correctional Facility	Ryan Chapter
Saginaw Correctional Facility	Saginaw Chapter
Robert Scott Correctional Facility	Scott Chapter
Standish Maximum Correctional Facility	Standish Chapter
State Prison of Southern Michigan	SMI/RGC Chapter
Straits Correctional Facility	Straits Chapter
Thumb Correctional Facility	Thumb Chapter
West Shoreline Correctional Facility	West Shoreline Chapter

Special Alternative Incarceration (SAI) Program

Cassidy Lake, Chelsea	SAI Chapter; Cooper St.

Corrections Camps	Parent Facility
Camp Branch (CDW), Coldwater	Florence Crane
Camp Lehman (CLE), Grayling	Standish

Camp Cusino (CCU), Shingleton .....Alger
Camp Kitwen (CKT), Painesdale .....Baraga
Camp Ottawa (COT), Iron River.....Ojibway
Camp Valley, Ypsilanti .....Huron Valley Womens
Camp White Lake .....Scott

FOA

Grand Rapids (YGR), Grand Rapids.....Centers Chapter, Reg III
Lake County TRV* (YLK), Baldwin.....Centers Chapter, Reg III
(* Technical Rule Violators)
Tuscola Re-Entry Program .....Centers Chapter

COMMUNITY HEALTH
Center for Forensic Psychiatry, Ann Arbor.....Forensic Center Chapter

APPENDIX B
AGENCY SHOP CARD

MICHIGAN CORRECTIONS ORGANIZATION
Authorization for Payroll Deduction
REPRESENTATION SERVICE FEE

400	LF CR	A				LF CR	EZ		LF CR
			Soc. Sec. Number					Local	

Effective _____, 19__, I, the undersigned state employee, do hereby authorize the State of Michigan to deduct from my earnings each bi-weekly pay period a service charge as provided in the Collective Bargaining Agreement for the Security Unit, which amount shall be certified by the Union as being the reasonable cost of negotiation and administration of the Agreement. The amount deducted shall be remitted to the MCO, SEIU Local 526M, AFL-CIO. This authorization shall remain in effect unless terminated by me by written notice to the Union and the Employer in accordance with the provisions of the Agreement.

Signature of Employee _____

Name (Print) _____
Last Name First Middle Initial

_____
Department Division of Department Job Location

PRINT NAME

_____
LAST FIRST MIDDLE INITIAL

S.S. No. _____

_____
Signature

_____
Street

_____ _____
City Zip Tel. No.

_____
Date

INSTRUCTIONS

1. Fill out both halves completely
2. Upper half goes to your personnel office.
3. Lower half goes to the MCO Central Office.

APPENDIX C
AFFIRMATIVE ACTION LAYOFF EXCEPTION
IMPASSE PANEL DECISION 12/16/80

STATE OF MICHIGAN

CIVIL SERVICE COMMISSION
EMPLOYMENT RELATIONS BOARD **William G. Milliken, Governor**

GEORGE E. CULLEN **DEPARTMENT**
OF CIVIL SERVICE
AUBREY V. MCCUTCHEON, JR. **LEWIS CASS BUILDING**
ROBERT O. BRENNER **320 S. Walnut Street, Box 30002**
Lansing, Michigan 48909

RICHARD A. ROSS, State Personnel Director

AN IMPASSE PANEL PROPOSAL FOR DECISION

STATE OF MICHIGAN, OFFICE OF THE STATE EMPLOYER (OSE),
and
MICHIGAN CORRECTIONS ORGANIZATION, LOCAL 526-M, S.E.I.U., AFL-CIO, (MCO).

MAILING DATE
December 16, 1980
IP 80-2

ISSUES
1.Layoff, Affirmative Action Layoff

2. Compensation, Security Unit Premium

UNIT
Security (C-12) Unit

* * * * *

DECISION

A. The affirmative action exception to seniority layoff proposed by the Employer shall be included in the contract, but instead of the OSE proposed provisions in the second and third paragraphs following Section D.3.d., the Board substitutes:

> The affirmative action exception, Sub-section d. above, shall be used in accordance with MEEOC and Civil Service Commission guidelines for implementation of Civil Service Rule 1.2b.

APPENDIX D

Wage charts to be updated.

APPENDIX E

Wage charts to be updated.

APPENDIX F

Bid assignments to be updated in Secondary Negotiations.

APPENDIX G

Bid assignments to be updated in Secondary Negotiations.

APPENDIX H

Article 30

State Health Plan PPO – Benefit Chart

State Health Plan (PPO)		
	In-Network	**Out-of-Network**
Preventive Services – Limited to $1,500 per calendar year per person		
Health Maintenance Exam - includes chest X-ray, EKG and select lab procedures	Covered-100%, one per calendar year	Not covered
Annual Gynecological Exam	Covered-100%, one per calendar year	Not covered
Pap Smear Screening-laboratory services only	Covered-100%, one per calendar year	Not covered
Well-Baby and Child Care	Covered-100% -6 visits per year through age 1 -2 visits per year, age 2 through 3 -1 visit per year, age 4 through 15	Not covered
Immunizations (no age limit). Annual flu shot; Hepatitis C	Covered 100%	Not covered

screening covered for those at risk		
Fecal Occult Blood Screening	Covered-100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered 100%	Not covered
Prostate Specific Antigen (PSA) Screening	Covered-100%, one per calendar year	Not covered
Preventive Services Not Subject To Maximum Limit		
Mammography Screening for standard film. Covers digital up to standard film rate.	Covered 100%	Covered-90% after deductible
	One per calendar year, no age restrictions	
Colonoscopy Exam	Covered 100%	Covered-90% after deductible
	Beginning at age 50; one every 10 years	
Childhood Immunizations	Covered 100% for children through age 16	Covered-90% after deductible
Physician Office Services		
Office Visits Effective 10-1-08:	Covered - $10 co-pay Covered - $15 co-pay	Covered - 90% after deductible, must be medically necessary
Outpatient and Home Visits	Covered - 100% after deductible	Covered - 90% after deductible, must be medically necessary
Office Consultations Effective 10-1-08:	Covered - $10 co-pay Covered - $15 co-pay	Covered - 90% after deductible, must be medically necessary
Emergency Medical Care		
Hospital Emergency Room-approved diagnosis, prudent person rule Effective 10-1-08:	Covered 100% after a $50 co-pay if not admitted for emergency medical illness or accidental injury $50	Covered 100% after a $50 co-pay if not admitted for emergency medical illness or accidental injury $50
Ambulance Services - medically necessary for illness and injury	Covered 100% after deductible	Covered 100% after deductible
Diagnostic Services		
Laboratory and Pathology Tests	Covered - 100% after deductible	Covered - 90% after deductible

Diagnostic Tests and X-rays	Covered - 100% after deductible	Covered - 90% after deductible
Radiation Therapy	Covered - 100% after deductible	Covered - 90% after deductible
Maternity Services Provided by a Physician		
Pre-Natal and Post-Natal Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes care provided by a Certified Nurse Midwife	
Delivery and Nursery Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes delivery provided by a Certified Nurse Midwife	
Hospital Care		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies, and Blood Storage	Covered – 100% after deductible Unlimited Days	Covered – 90% after deductible Unlimited Days
Inpatient Consultations	Covered – 100% after deductible	Covered – 90% after deductible
Chemotherapy	Covered – 100% after deductible	Covered – 90% after deductible
Alternatives to Hospital Care		
Skilled Nursing Care	Covered – 100% after deductible	Covered –90% after in-network deductible
	120 days per confinement	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to the lifetime dollar max. that is adjusted annually by the state	
Home Health Care	Covered – 100% after deductible	Covered – 100% after deductible
	Unlimited visits	
Surgical Services		
Surgery - includes related surgical services	Covered – 100% after deductible	Covered – 90% after deductible
Voluntary Sterilization	Covered – 100% after deductible	Covered – 90% after deductible
Human Organ Transplants		
Specified Organ Transplants - in designated facilities only -	Covered – 100% after deductible – in designated facilities only	Covered – 100% after deductible - in designated facilities only

when coordinated through the TPA	Up to $1 million maximum per transplant type	
Bone Marrow - when coordinated through the TPA - specific criteria applies	Covered – 100% after deductible	Covered – 90% after deductible
Kidney, Cornea and Skin	Covered – 100% after deductible	Covered – 90% after deductible
Mental Health Care and Substance Abuse – Covered under non-BCBSM contract		
Inpatient Mental Health	100% up to 365 days per year. Partial Day Hospitalization at 2:1 ratio	50%, up to 365 days per year
Outpatient Mental Health Care	90% of network rates	50% of network rates
Inpatient Alcohol & Chemical Abuse Care	100% up to two 28-day admissions per calendar year, with 60-day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 100%	50% up to two 28-day admissions per calendar year, with 60-day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 50%
Outpatient Alcohol & Chemical Abuse	90% of network rates; Limit $3,500/year chemical dependency only	50% of network rates; Limit $3,500/year chemical dependency only
Other Services		
Allergy Testing and Therapy	Covered – 100% after deductible	Covered – 90% after deductible
Rabies treatment after initial emergency room treatment	Covered – 90% after deductible	Covered – 90% after deductible
Chiropractic Spinal Manipulation Effective 10-1-08:	Covered – 90% after deductible Covered - $15 co-pay	Covered – 90% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
- Facility and Clinic	Covered – 100% after deductible	Covered – 100% after deductible
- Physician's Office - excludes speech and occupational therapy	Covered – 100% after deductible	Covered – 90% after deductible
	Up to a combined maximum of 90 visits per calendar year.	
Durable Medical Equipment	Covered –100% of approved charges	Covered 80% of approved charges
Prosthetic and Orthotic	Covered –100% of approved	Covered 80% of

Appliances	charges	approved charges
Private Duty Nursing	Covered – 90% after deductible	Covered – 90% after deductible
Prescription Drugs	Covered under non-BCBSM contract	Covered under non-BCBSM contract
Hearing Care Program Effective 10-1-08:	$10 office visits; more frequent than 36 months if standards met. $15 office visits; more frequent than 36 months if standards met.	
Acupuncture Therapy Benefit – Under the supervision of a MD/DO	Covered – 90% after deductible (up to 20 visits annually)	Covered – 90% after deductible (up to 20 visits annually)
Weight Loss Benefit	Upon meeting conditions, eligible for a lifetime maximum reimbursement of $300 for non-medical, weight reduction.	
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of $300. (Additional wigs covered for children due to growth.)	

Deductible, Co-pays and Dollar Maximums

Deductible Effective 1-1-09:	$200 per member; $400 per family $300 per member; $600 per family	$500 per member; $1,000 per family $600 per member; $1,200 per family
Co-pays - Fixed Dollar Co-pays - Do not apply toward deductible Effective 10-1-08: - Percent Co-pays - MH/SA co-pays do not apply toward deductible - Services without a network are covered at the in-network level	$10 for office visits/consultations, Chiropractic $15 for office visits/consultations, Chiropractic 10% for MH/SA outpatient, chiropractic, and private duty nursing	10% for most services; MH/SA at 50%
Annual Dollar Maximums		
- Fixed Dollar Co-pays - Do not apply toward out-of-pocket maximum	N/A	None
- Percent Co-pays - MH/SA and private duty nursing co-pays do	$1,000 per member; $2,000 per family	$2,000 per member; $4,000 per family

not apply toward out-of-pocket maximum		
Dollar Maximums	$5 million lifetime per member for all covered services and as noted above for individual services.	

SECURITY UNIT
LETTER OF INTENT #1
(Article 28, Section G.)

PAID ANNUAL LEAVE - DEPARTMENT OF CORRECTIONS

The parties hereby agree that the annual leave formula shall be recalculated in the event a unit or subdivision is added or deleted; or the addition or deletion of employees would result in an increase or decrease of one or more employees to the annual leave formula.

The method of implementing the change in the annual leave formula shall be determined by the local union and management at the facility level. The local parties shall implement this Letter of Intent within two pay periods after the formula has been determined to have changed. Should the local parties fail to reach an agreement, the method shall be determined by the Department and the Michigan Corrections Organization.

SECURITY UNIT
LETTER OF INTENT #2

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 and other issues unique to the classification.

SECURITY UNIT
LETTER OF UNDERSTANDING #1
(Article 28)

PAID ANNUAL LEAVE

During the course of our negotiations leading to the 1985-87 Security Unit contract the parties discussed, but did not negotiate, the annual leave formula

used throughout the Department of Corrections.

The State gave the following assurances regarding the calculation and usage of the formula in conjunction with Article 28.

1. The average number of hours an employee credits to his/her compensatory time balance annually will be calculated and then added to the average annual leave earned in a year. This composite figure will then be treated for calculation purposes in the same manner as average annual leave accrual rate has been treated.

2. The application of the annual leave formula will be revised so that the number of persons released on annual leave will always be rounded up to the nearest ½ or whole number.

For example, 2.1 will be rounded up to 2.5; 2.6 will be rounded up to 3.0 etc.

The current practice regarding which periods would have 2.0 employees released, and which periods would have 3.0 employees released, when the figure is 2.5, will continue.

SECURITY UNIT
LETTER OF UNDERSTANDING #2

PREPAID LEGAL PLAN DEDUCTION

This records the parties' agreement to establish a voluntary individual payroll deduction privilege for members of the Security Unit for purposes of enrolling in an employee-pay-all prepaid legal plan. It is understood that such authorization for a payroll deduction is not a change in a rate of compensation, and that such deduction privilege may be initiated as soon as administratively practicable following approval by the Civil Service Commission. It is also understood that such entitlement shall be subject to the standard procedures and regulations of the DMB Office of Accounting (Administrative Manual 2-2-100) and the Department of Civil Service.

It is further understood that the selection of a provider to furnish such prepaid legal plan services, which shall be the third party recipient of such deductions, shall be subject to such terms and conditions as may attach to it by policies and regulations of the Civil Service Commission and directives of the Department of Management and Budget.

This Letter of Understanding is considered a condition of employment and, when approved by the Commission, a part of the parties' collective bargaining agreement.

SECURITY UNIT
LETTER OF UNDERSTANDING #3

IN SUPPORT OF NATIONAL HEALTH CARE REFORM

The Union and the Employer recognize that our nation's health care system has reached a state of crisis. Skyrocketing health care costs threaten the living standards of workers and the financial stability of state and local governments. Spending for publicly provided health care insurance, both for civil servants and the poor who rely on government for health care coverage, is the fastest growing component of state and local government budgets. The cost of providing health care insurance is rising as rapidly for the public sector as it is in the private sector.

In the past, the Union and the Employer have agreed to mutual efforts to control health care costs through various cost-containment initiatives. While the parties are committed to continuing these efforts, they now recognize that the problem cannot be solved through collective bargaining alone. Health care costs cannot be adequately controlled on a plan-by-plan, employer-by-employer, or even totally on a state-by-state basis. Rather, a new national framework for the health care system that works in true partnership with the states is required to solve the three related problems of cost, quality and access.

The parties agree to work jointly to achieve a national consensus for health care reform. National health care reforms should recognize the best of state initiatives, including statewide health care reforms that improve access, maximize delivery of cost-effective preventive care and that establish medical care payment programs designed to reduce overall medical costs. The parties recognize that cooperation between labor and management will increase their effectiveness in achieving changes in state and federal policy that both support.

At the national level, the parties agree to meet with Congress to begin work on approaches to achieve national health care reform that recognize the partnership role of states.

At the state level, the parties agree to the formation of a Joint Committee on Health Care Reform whose efforts will be guided by the following principles:

1. The interconnected problems of cost, quality, and access require comprehensive solutions involving states, the federal government and the private sector.

2. Immediate action to achieve a national consensus on comprehensive solutions is required, even though it may entail both short- and long-term initiatives.

3. Assuring all citizens access to affordable health care must have the highest priority. The financing of care should be shared fairly among all participants in the health care system. Health care financing must have a positive impact on international competition, preclude cost shifting among payers and assure basic care to individuals who do not have the ability to pay.

4. A comprehensive solution will require leadership from all levels of government and the private sector to establish a national framework for health care reform which will contain costs, assure quality, and extend access to affordable care for all citizens. The practice of shifting financial responsibility for health care costs from the federal government to states and localities must end, and a stable financing base must be assured.

5. Cost containment strategies at the state level must work together with national reforms. State level cost containment strategies may include all-payer reimbursement systems, global budgeting of capital, an expanded role for community-based care that emphasizes preventive health care, electronic billing systems, purchasing consortia for small businesses to reduce administrative costs and tort liability reform, including national practice standards and protocols.

6. The federal government must recognize the critical role of states and localities as administrators and innovators. The federal government can assist states in their efforts to test various reform alternatives and the parties agree to study such alternatives, including reducing paperwork burdens, simplifying waiver procedures for Medicaid, utilizing all-payer reimbursement systems and the utilization of cost-effective managed care.

7. Reform should build upon the strengths of the American economic system including plurality (e.g., the choice of competing delivery systems), competition, technical innovations, and a federal/state partnership.

SECURITY UNIT

LETTER OF UNDERSTANDING #4

COMMERCIAL DRIVER LICENSE

The parties agree that under Act 346 of 1988 certain Unit employees may be required to obtain and retain a Commercial Driver License (CDL) to continue to perform certain duties for the State.

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

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

1. The Employer will reimburse the cost of the required CDL Group License and Endorsements for those employees in positions where such license and endorsements are required.

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

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

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

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

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, in accordance with applicable contract provisions, to an available position for which the employee is qualified (but not requiring a CDL), or, if no position is available, the employee will be laid off without bumping rights and will be placed on the departmental recall list, subject to recall in accordance with the Agreement. 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, in accordance with applicable contract provisions, to an available position not requiring a CDL for which the employee qualifies, or, if no position is available, they will be laid off without bumping rights and will be placed on the departmental recall list.

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 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.

SECURITY UNIT
LETTER OF UNDERSTANDING #5

HEALTH CARE REFORM SUBCOMMITTEES

1. During the collective bargaining negotiations between the State of Michigan and the SEIU Coalition (Local 31-M, Michigan Corrections Organization, and Michigan Professional Employees Society) during 1992, the parties agreed to fund across the board pay increases in Fiscal Years 1993-94, 1994-95 and 1995-96 from implementing cost containment measures in the State's group insurance plans.

2. In the past the parties have agreed to mutual efforts to control health care costs through various cost-containment measures through the establishment of a Joint Committee on Health Care Reform.

3. The parties desire to draw on the expertise developed through their participation on that Committee in developing various cost containment measures to retard the rate of increase in the cost of the State's group insurance plans.

4. Therefore, the undersigned parties agree to establish subcommittees of the existing Joint Committee on Health Care Reform with labor and management members, assisted by staff of the Employee Benefits Division, Department of Civil Service. These subcommittees shall explore managed care, preferred provider systems, structural changes in the group insurance plans, and related matters as mutually agreed by the parties for the purpose of implementing cost containment measures in the State Health Plan and other group insurance plans on a timetable to be determined by the parties.

SECURITY UNIT

LETTER OF UNDERSTANDING #6

The following statements represent a letter of understanding between MCO and the MDOC:

1. MCO Bargaining Unit members working light-duty assignments shall not be permitted to work overtime until they have provided a release from their doctor stating they are able to return to full duty and perform the full function of their classification. At that time they shall be credited with the number of hours equal to the officer with the most hours on the OEL.

2. MCO Bargaining Unit members in working out of class outside the Bargaining Unit ("acting" sergeant, arum, etc.) positions shall remain in the annual leave book (except for the period they are "acting") and retain their RDOs and shift for up to one year. However they will not be permitted to work overtime in the Bargaining Unit. Once they have vacated the "acting" position they shall be credited with the highest number of hours on the OEL at that time.

3. MCO Bargaining Unit members in "limited term" Non-bargaining Unit positions shall lose their Bargaining Unit RDOs and shall be removed from the OEL and the annual leave book for the period of the "limited term" appointment.

SECURITY UNIT
LETTER OF UNDERSTANDING #7

IMPLEMENTATION OF THE FEDERAL FAMILY AND MEDICAL LEAVE ACT

Except as otherwise provided by specific further agreement between the Michigan Corrections Organization and the Office of the State Employer, the following provisions reflect the parties' agreement on implementation of the rights and obligations of employees and the Employer under the terms of the Family and Medical Leave Act ("FMLA" or "ACT") as may be amended and its implementing Regulations, as may be amended, which took effect for the Security Unit on April 6, 1995.

When an employee takes leave which meets the criteria of FMLA leave, the employee may request to designate the leave as FMLA leave or the Employer may designate such leave as FMLA leave. This applies when the employee requests an unpaid leave or is using applicable leave credits.

1. Employee Rights. Rights provided to employees under the terms of the collective bargaining agreement are not intended to be diminished by this Letter of Understanding. Contractually guaranteed leaves of absence shall not be reduced by virtue of implementation of the provisions of the Act.

2. Employer Rights. The rights vested in the Employer under the Act must be exercised in accordance with the Act unless modified by the provisions of the collective bargaining agreement.

3. Computation of the "twelve month period". The parties agree that an eligible employee is entitled to a total of 12 work weeks of FMLA leave during the 12 month period beginning on the first date the employee's parental, family care, or medical leave is taken; the next 12 month period begins the first time such leave is taken after completion of any 12 month period.

4. Qualifying Purpose. The Act provides for leave with pay using applicable leave credits or without pay for a total of 12 work weeks during a 12 month period for one or more of the following reasons:

    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").

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 April 6, 1995. 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. 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. Such use of accrued annual leave to substitute for any unpaid FMLA leave shall not be counted as an “annual leave slot taken” in administering the Annual Leave Formula unless the employee had previously reserved the time in the vacation book.

    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 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. Whenever possible, the Employer shall make reasonable efforts to reassign the employee within the employee’s current work location. For purposes of Layoff and Recall, the employee shall be considered to be in the layoff unit applicable to the employee's permanent position. Upon completion of an FMLA leave, the employee shall be returned to the employee’s original position as soon as practicable and 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 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.

SECURITY UNIT
LETTER OF UNDERSTANDING #8

IMPLEMENTING FEDERAL OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT & REGULATIONS

The parties acknowledge that the Omnibus Transportation Employee Testing Act of 1991 ("Act"), which became effective for the State of Michigan and its employees on January 1, 1995, requires that covered employees submit to testing for alcohol and controlled substances under the circumstances provided in the implementing regulations. The parties also acknowledge that the Employer is required to conduct alcohol and controlled substance testing of employees who occupy safety sensitive positions (as defined in the Act and implementing regulations) in accordance with the criteria and procedures provided in the Act and implementing regulations, and in all other respects comply with the Act and implementing regulations.

The Employer will furnish to MCO by January 30th of each year the names and work locations of bargaining unit employees who, on or about the beginning of that calendar year, are covered by the Omnibus Transportation Employee Testing Act, and the type(s) of vehicle(s) each employee may be required to drive.

The Employer will provide to the Union identification of the testing laboratory(ies), collection sites, and the contractor in charge of the overall testing procedure, and any other information necessary to reasonably assure the Union of the quality control features of the program. It is understood that the results of a post-accident alcohol test conducted by a local or state police agency may be used if the results are obtained by the Employer.

The Union and the Office of the State Employer will meet at the request of either party to discuss concerns about the procedure, and to otherwise ensure compliance with the requirements of the Act and its implementing regulations.

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.

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 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

_____

SECURITY UNIT

SECURITY UNIT
LETTER OF UNDERSTANDING #9

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.

SECURITY UNIT
LETTER OF UNDERSTANDING #10
(Article 30)

The following Rules for Network Use will be used by the parties in determining in and out-of-network benefits. In addition, the parties agree to set up a joint committee for the purpose of creating any additional guidelines and reviewing implementation. The committee will also be charged with identifying situations in which access to non-participating providers may be necessary and developing procedures to avoid balance billing in these situations.

The parties have also discussed the fact that there are some state employees who do not live in Michigan. The following are procedures in place for persons living or traveling outside Michigan:

Members who need medical care when away from Michigan can take advantage of the third party administrator's national PPO program. There is a toll-free number for members to call in order to be directed to the nearest PPO provider. The member is not required to pay the physician or hospital at the time of service if he/she presents the PPO identification card to the network provider.

If a member is traveling he/she must seek services from a PPO provider. Failure to seek such services from a PPO provider will result in a member being treated as out-of-network unless the member was seeking services as the result of an emergency.

If a member resides out of state and seeks non-emergency services from a non-PPO provider, he/she will be treated as out-of-network. If there is not adequate access to a PPO provider, exceptions will be handled on a per case basis.

RULES FOR NETWORK USE

A member is considered to have access to the network based on the type of services required, if there are:

- Primary care -- two primary care physicians (PCP) within 15 miles;
- Specialty care -- two specialty care physicians (SCP) within 20 miles; and
- Hospital -- one hospital within 25 miles.

The distance between the member and provider is the center-point of one zip code to the center-point of the other.

Member costs associated within in-network or out-of-network use

	In-Network	**Out-Of-Network**
Deductible	$200/Individual $400/Family	$500/Individual $1,000/Family
Effective 1-1-09	$300/Individual $600/Family	$600/Individual $1,200/Family
Co-Payments Effective 10-1-08	Office Visits $10 Office Visits $15 Services 0% Or 10% Emergency 0%	Most Services 10% (See 2. Below)
Effective 10-1-08 visit	Emergency room visit $50 co-pay if not admitted	Emergency room $50 co-pay if not admitted
Preventive services	covered at 100% limited to $1500 per calendar year per person	not covered
Out-of-pocket maximum	$1,000/individual $2,000/family	$2,000/individual $4,000/family

1. If a member has access to the network, the member receives benefits at the in-network level when a network provider is used. The member is responsible for the in-network deductible (if any) and co-payment (if any). If a network provider refers the member to an out-of-network SCP the member continues to pay in-network expenses.

2. If a member has access to the network, the member receives benefits at the out-of-network level when a non-network provider is used. The member is responsible for the out-of-network deductible (if any), and co-payment (if any).

   - If the non-network provider is a Blues' participating provider, the provider will accept the Blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The member will not, however, be balance billed.

   - If the non-network provider is not a Blues' participating provider, the provider does not accept Blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The member may also be balance billed by the provider for all amounts in excess of the Blues' approved payment amount.

When a member has access to the network and chooses to use an out-of-network provider, amounts paid toward the out-of-network deductible, co-payment or out-of-pocket maximum cannot be used to satisfy the in-network deductible, co-payments or out-of-pocket maximum.

3. If a member does not have access to the network as provided above, the member will be treated as in-network for all benefits. The member will be responsible for the in-network deductible (if any) and co-payment (if any).

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

If a member is under a course of treatment on January 1, 2003 when the new State Health Plan is implemented, the member will be treated as in-network until the course of treatment is concluded pursuant to the PPO standard transition policy. After that, the level of benefits will be governed by the in/out-of-network rules of the new State Health Plan.

SECURITY UNIT
LETTER OF UNDERSTANDING #11
(Article 19)

MILITARY LEAVE

Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave as provided under Civil Service Commission Rules and Regulations. It is the clear intent to abide by 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.

SECURITY UNIT
LETTER OF UNDERSTANDING #12
(Article 16, Section I. Meal Periods)

Through the expiration of this Agreement, December 31, 2010, the Employer agrees not to assert or exercise its right, related to relieving employees of their custody responsibilities during a meal period.

SECURITY UNIT

LETTER OF UNDERSTANDING # 15

BANKED LEAVE TIME PROGRAM

1. Eligibility.

All probationary and non-probationary employees shall be required to participate in the Banked Leave Time Program (Program) known as Part B hours under the State's Annual and Sick Leave Program.

2. Definitions and Description of Program.

An employee shall work a regular work schedule, but receive pay for a reduced number of hours. The employee's pay shall be reduced by four hours per pay period. The employee will be credited with a like number of Banked Leave Time (BLT) hours for each biweekly pay period.

3. Hours Eligible for Conversion to Program.

The number of BLT hours for which the employee receives credit shall be accumulated and reported periodically to participating employees. During the term of this Letter of Understanding, an employee shall not be able to accumulate in excess of 188 BLT hours. Accumulated BLT hours shall not be counted against the employee's regular annual leave cap, known as Part A hours under the Annual and Sick Leave Program.

The employee shall be eligible to use the accumulated BLT hours in a subsequent pay period in the same manner as regular annual leave, pursuant to Article 28.

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.

Before incurring unpaid Plan A or Plan C hours all BLT hours must be exhausted.

7. Hours Added to the Annual Leave Formula.

22 BLT hours for each employee shall be added to the annual leave formula provided for in Letter of Understanding #1 and as provided in the DCH secondary agreement for calendar year 2006.

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 Agreement
Michigan Department of Corrections
And
Michigan Corrections Organization

The parties agree that when there is a pre-scheduled transportation run outside of the Correction Transportation Officers' (CTOs) normal work hours, which facility management is aware of at least twenty four (24) hours prior to the run, and facility management knows that overtime is needed on the same day as the scheduled run, the run will first be offered to (CTOs) from that facility. If they do

not accept the offer of overtime, the facility will utilize the regular, voluntary overtime equalization procedure beginning with the A list. In complexes with transportation cadres (Muskegon, Kinross, Ionia, Jackson, Huron Valley, Mound/Ryan, St. Louis, Adrian, and Coldwater), the offer of overtime will be made to the CTOs assigned to facilities within the complex cadre.

SECURITY UNIT LETTER OF UNDERSTANDING

OPTIONAL COVERAGES PROGRAM

Upon Civil Service Commission approval an Optional Coverages Program (OCP) will be implemented for State of Michigan Employees. Plans to be offered initially under the optional coverages program are expected to include voluntary group term life insurance, universal life insurance, critical illness insurance, and group home and auto insurance. Additional plans may be offered at later dates.

The parties agree the Employer may extend the OCP to employees in the security bargaining unit. Employees who choose to voluntarily participate in the OCP may elect to enroll in one or more of the plans offered upon the terms and conditions set forth by the provider of the specific optional coverage plan(s). Employees who choose not to participate in the OCP will not have any additional coverages.

Premiums required for any OCP plan in which the employee enrolls are the sole responsibility of the employee. Payment may be made through payroll deduction or direct bill as permitted by the specific plan.

In the event any optional coverage plan is canceled or withdrawn, employees enrolled in the plan will be sent written notice at least 30 calendar days in advance of the coverage end date.

LETTER OF UNDERSTANDING ARTICLE 30, Section B.2.

Prescription Drugs

The State Health Plan shall include the Zero Dollar Co-pay Program.

Employees taking certain non-formulary brand name drugs will be offered an opportunity to try the therapeutically equivalent generic and have the generic drug's co-pay waived for six months.

Either the Employer or the Union may unilaterally terminate this Letter of Understanding. The date of such termination, if such is demanded, will be on the

60th day following written notice of either party to the other of its intent to invoke this option.

Letter of Understanding

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 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 State Employer will provide data on testing percentages annually upon request by the MCO.

SECURITY UNIT

LETTER OF UNDERSTANDING #

During the term of this Agreement, the parties agree that if the Michigan legislature authorizes a pay increase for its elected members, such pay increase authorization shall trigger a wage re-opener for the year, or years, in which that increase was effective. This letter of Understanding shall expire September 30, 2011.

LETTER OF INTENT

Michigan Corrections Organization
and
Office of the State Employer

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 Employer may discontinue mailing of paper earnings statements effective January 1, 2008.

For the Union	For the Employer
_____	_____
Mel Grieshaber	Bethany Beauchine