APPENDIX A
CLASSIFICATION LISTINGS

Class Title
Aeronautic Specialist-2 13
Aquatic Biologist-A 12
Aquatic Biologist-E 10
Aquatic Biologist-E 9
Aquatic Biologist-E P11
Aquatic Biology Spl 1 12
Aquatic Biology Spl 2 13
Archaeologist Specialist 2 13
Archaeologist-A 12
Archaeologist-E P11
Architect Licensed-A 12
Architect Specialist-2 Lic 13
Architect Specialist-3 Lic 14
Architect-A 12
Architect-E 10
Architect-E P11
Auditor-E 9
Aviation Specialist-A 12
Building Construction Spl 1 12
Building Construction Spl 2 13
Building Construction Spl 3 14
Building Construction Supt-A 12
Building Construction Supt-E 10
Building Construction Supt-E 9
Building Construction Supt-E P11
Clinical Health Scientist-A 12
Clinical Hlth Scientist Spl-2 13
Clinical Hlth Scientist Spl-3 14
Clinical Hlth Scientist Spl-4 15
Dairy Industry Scientist-A 12
Dairy Industry Scientist-E P11
Dairy Industry Specialist 2 13
Diary Industry Specialist 2 13
Engineering Lic Specialist 13
Engineering Lic Specialist 3 14
Engineering Lic Specialist 4 15
Engineering Specialist 1 12
Engineering Specialist 2 13
Env Sanitarian Spl 2 13
Environmental Engineer Lic-A 12
Environmental Engineer Spl 2 13
Environmental Engineer Spl 3 14
Environmental Engineer-A 12
Environmental Engineer-E 10
Environmental Engineer-E 9
Environmental Engineer-E P11
Environmental Quality Alt-A 12
Environmental Quality Alt-E 10
Environmental Quality Alt-E 9
Environmental Quality Alt-E P11
Environmental Quality Spl 1 12
Environmental Quality Spl 2 13
Environmental Sanitarian-A 12
Environmental Sanitarian-E P11
Epidemiologist Specialist-1 13
Epidemiologist Specialist-2 14
Epidemiologist-A 12
Epidemiologist-E P11
Facilities Engineer-A 12
Facilities Engineer-E 10
Facilities Engineer-E 9
Facilities Engineer-E P11
Facility Engineering Lic Spl 2 13
Facility Engineering Lic Spl 3 14
Fisheries Biologist-A 12
Fisheries Biologist-E 10
Fisheries Biologist-E 9
Fisheries Biologist-E P11
Fisheries Biology Spl 2 13
Fisheries Biology Spl 3 14
Food Industry Scientist-A 12
Food Industry Scientist-E 10
Food Industry Scientist-E 9
Food Industry Scientist-E P11
Food Industry Specialist 2 13
Food Industry Specialist 3 14
Forensic Scientist Specialist 13
Forensic Scientist-A 12
Forensic Scientist-E 10
Forensic Scientist-E 9
Forensic Scientist-E P11
Forest Management Spl 2 13
Forest Management Spl 3 14
Forest Mgt Analyst-A 12
Forester-E 10
Forester-E P11
General Engineer-A 12
General Engineer-E 10
General Engineer-E 9
General Engineer-E P11
Geologist-A 12
Geologist-E 10
Geologist-E 9
Geologist-E P11
Geology Specialist 1 12
Geology Specialist 2 13
Industrial Hygienist Spl-1 12
Industrial Hygienist Spl-2 13
Industrial Hygienist Spl-4 15
Industrial Hygienist-A 12
Industrial Hygienist-E 10
Industrial Hygienist-E P11
Laboratory Evaluation Spl-A 12
Laboratory Evaluation Spl-E 10
Laboratory Evaluation Spl-E P11

Environmental Quality Spl 3 14	Laboratory Scientist Spl 1 12
Environmental Quality Spl 4 15	Laboratory Scientist Spl 2 13
Laboratory Scientist Spl 3 14	Resource Specialist 2 13
Laboratory Scientist-A 12	Resource Specialist 3 14
Laboratory Scientist-E 10	Resources Analyst-E 10
Laboratory Scientist-E 9	Soil Science Specialist 2 13
Laboratory Scientist-E P11	Soil Scientist-A 12
Land Surveyor Licensed-A 12	Soil Scientist-E P11
Land Surveyor Spl Lcnsd-2 13	Statistician Specialist-1 12
Land Surveyor-E 10	Statistician Specialist-2 13
Land Surveyor-E 9	Statistician Specialist-3 14
Land Surveyor-E P11	Statistician-A 12
Landscape Design Specialist-1 12	Statistician-E 10
Landscape Design Specialist-2 13	Statistician-E P11
Landscape Design Specialist-3 14	Toxicologist-A 12
Landscape Designer-A 12	Toxicologist-E 10
Landscape Designer-E 10	Toxicologist-E 9
Landscape Designer-E P11	Toxicologist-E P11
Meteorologist-A 12	Toxicology Specialist 2 13
Meteorology Specialist-2 13	Transportation Eng Lic Spl 1 12
Metrologist-A 12	Transportation Eng Lic Spl 2 13
Metrologist-E 10	Transportation Eng Lic Spl 3 14
Metrologist-E P11	Transportation Eng Lic Spl 4 15
Microbiologist Specialist 2 13	Transportation Eng Spl 2 13
Microbiologist-A 12	Transportation Engineer-A 12
Microbiologist-E 10	Transportation Engineer-E 10
Microbiologist-E 9	Transportation Engineer-E 9
Microbiologist-E P11	Transportation Engineer-E P11
Pharmacist Specialist-2 13	Transportation Plan Spl 1 12
Pharmacist Specialist-3 14	Transportation Plan Spl 2 13
Pharmacist-A 12	Transportation Plan Spl 3 14
Pharmacist-E P11	Transportation Planner-A 12
Physicist Specialist 2 13	Transportation Planner-E 10
Physicist-A 12	Transportation Planner-E 9
Physicist-E 10	Transportation Planner-E P11
Physicist-E 9	Veterinarian-A 12
Physicist-E P11	Veterinarian-E P11
Plant Industry Scientist-A 12	Veterinary Specialist-2 13
Plant Industry Scientist-E 10	Wastewater Specialist-A 12
Plant Industry Scientist-E 9	Wildlife Biologist Spl 2 13
Plant Industry Scientist-E P11	Wildlife Biologist-A 12
Plant Industry Specialist 2 13	Wildlife Biologist-E 10
Public Utilities Eng Spl 2 13	Wildlife Biologist-E 9
Public Utilities Engineer-A 12	Wildlife Biologist-E P11
Public Utilities Engineer-E 9	
Public Utilities Engineer-E 10	
Research Biologist-E 10	
Research Biologist-E P11	
Research Biology Spl 1 12	
Research Biology Spl 2 13	
Research Biology Spl 3 14	
Resource Analyst-A 12	
Resource Analyst-E 10	
Resource Analyst-E 9	
Resource Analyst-E P11	
Resource Specialist 1 12	

APPENDIX B-1
LETTER OF UNDERSTANDING
DEPARTMENT OF AGRICULTURE
ARTICLE 19
SEPTEMBER 17, 1998

The parties agree that due to the field nature of their work, Food and Dairy Industry Field Scientists/Plant Industry Field Scientists at the 9 and 10 levels in the Animal Industry Division, the Food and Dairy Division, and the Pesticide and Plant Pest Management Division of the Department of Agriculture may adjust hours within a week with the concurrence of their supervisor. Overtime payment in either cash payment or compensatory time at time and one-half will be paid to employees at the 9 and 10 levels only when 40 hours in pay status in a week are exceeded.

APPENDIX B-2
LETTER OF UNDERSTANDING
COMPENSATORY TIME
DEPARTMENT OF AGRICULTURE
ANIMAL INDUSTRY DIVISION, FOOD AND DAIRY DIVISION AND THE PESTICIDE & PLANT PEST MANAGEMENT DIVISION
SEPTEMBER 17, 1998

The primary purpose of this Letter of Understanding is to reach a clear understanding on the earning, accrual and use of Compensatory Time for bargaining unit employees in the Animal Industry Division, Food and Dairy Division and the Pesticide and Plant Pest Management Division who perform similar tasks and duties.

Commencing on January 1, 1999, Compensatory Time for Scientific and Engineering Bargaining Unit employees within the Animal Industry Division, Food and Dairy Division, and the Pesticide & Plant Pest Management Division within the Michigan Department of Agriculture shall be implemented as follows:

A. Bargaining Unit employees at the 9 or 10 level may be scheduled to work in excess of eight (8) hours per day, while training with an 11 level (or above) Inspector, without accruing overtime.

   Employees at the 9 or 10 level shall be paid time and one-half for all hours worked in excess of forty (40) per week. Or by mutual agreement between the unit employee and management, 9 or 10 level employees may earn compensatory time at the rate of time and one-half for all hours worked in excess of forty (40) per week.

B. Bargaining Unit employees at the 11 level and above may have the option of accruing compensatory time (up to a maximum of 150 hours per fiscal year),

or adjusting their schedules within an eighty (80) hour pay period, for all hours worked in excess of eight (8) hours per day and eighty (80) hours in a pay period.

Bargaining Unit employees wishing to adjust their pay period schedules for overtime hours worked do not need prior approval for overtime, but must advise their immediate supervisor as soon as possible following any such hours worked. Prior approval is necessary should the employee wish to exceed 80 hours in a pay period similar to banked comp time below.

Bargaining Unit employees who wish to accrue or "bank" overtime hours must receive prior approval from their immediate supervisor (or second line supervisor, or Division Director in charge in that successive order) before working overtime.

C. Bargaining Unit employees at the 11 level or above who wish to switch their method of using compensatory time/overtime must give management one pay period advance notice.

D. Overtime and Compensatory Time shall be recorded as follows:

1. Thirty (30) minutes or less shall not be claimed for payment as overtime (e.g., 20 minutes = no record of overtime).

2. Time in excess of thirty (30) minutes shall be rounded up to the nearest one hour increment in the claim for payment (e.g., 40 minutes = 1 hour of overtime).

E. The terms and conditions of this program are on a provisional basis, and subject to modification by the Parties, or revocation after thirty (30) days written notice by either Party. In the event of revocation, all terms and conditions shall revert back to the Michigan Department of Agriculture/Michigan Professional Employees Society Agreement.

Signed original of this letter is on file with either MPES or OSE

APPENDIX B-6
LETTER OF UNDERSTANDING
MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY
AND THE
OFFICE OF THE STATE EMPLOYER
JULY 24, 1996

RE: EXECUTIVE ORDERS 1996-1 AND 1996-2

In discussing the issue of substantial adverse impact on bargaining unit employees resulting from Executive Order 1996-1 and Executive Order 1996-2, the parties have agreed to this Letter of Understanding. This Letter of Understanding shall become effective upon Civil Service commission approval, and shall remain in effect until the expiration of the current Secondary Agreements, unless otherwise provided. The parties agree that this Letter of Understanding does not establish any precedent for either party.

The parties agree that alternate work schedules will be continued for moved employees wherever possible. If changes are made, they will be made in accordance with contractual provisions, or the departmental policy or letter of understanding which initially authorized the alternate work schedule.

Methods of accruing compensatory time will continue in accordance with the provisions of Article 19.

Issues regarding vehicle usage and election of per diem travel expenses shall be determined in accordance with the Standardized Travel Regulations and/or departmental policy.

The parties agree that MPES represented bargaining unit employees moved through Executive Orders 1996-1 and 1996-2 will be covered by the departmental secondary agreement in effect within the department to which the employee was moved.

The parties agree that this exhausts the Employer's duty to bargain over the issue of substantial adverse impact on bargaining unit employees resulting from Executive Orders 1996-1 and 1996-2.

Phillip L. Thompson
Executive Director
Michigan Professional Employees Society

Janine M. Winters
Director
Office of the State Employer

Stephen J. Reck
Michigan Professional Employees Society

Patricia Coe
Office of the State Employer

APPENDIX C-1
DEPARTMENT OF AGRICULTURE
SAFETY AGREEMENT

Section 1: General

The Department of Agriculture (MDA) and the Michigan Professional Employees Society (MPES) mutually agree the goal is to provide a safe and healthful working environment for all unit employees. Both management and unit employees shall cooperate to identify unsafe working conditions and practices and work toward their elimination. The Michigan Department of Agriculture shall make reasonable efforts to provide a safe work environment and eliminate recognized hazards in accordance with applicable statutes, regulations, and established industry standards.

Section 2: Rule Compliance

All unit employees shall comply with written safety rules and procedures established by the Michigan Department of Agriculture and/or Division management, and with rules established on an emergency basis. Such emergency rules shall be committed to writing at the earliest practicable time.

Section 3: Designation of MPES Safety Representatives

The Department agrees to establish a Departmental Safety Committee as specified in Appendix B. MPES shall be entitled to designate a unit employee as the MPES Safety Representative to serve on the Departmental Safety Committee and one alternate. This representative or the alternate is entitled, without loss of pay and with proper notice to his/her supervisor, to resolve safety issues with the Department managers on behalf of unit employees in accordance with the procedures outlined in Section 4 of this Article.

To maximum extent possible, the preparation of written requests in accordance with Section 4 will take place on the non-work time of both the MPES Safety Representative and the unit employee with the safety issue.

Section 4: Procedure for Safety Issues

If a unit employee has a safety issue, he/she will discuss it first with his/her immediate supervisor. The supervisor will provide a verbal response as soon as possible but no later than five (5) days after the discussion.

If not satisfied with the supervisor's response, the unit employee shall, within 10 days of response, submit a written request for action to the Division Director, explaining the problem and a suggested solution. The Division Director will investigate and provide a written approval, denial, or plan of action to the unit employee within 10 days of receipt of the request, forwarding a copy to MPES.

If not satisfied with the Division Director's response, the unit employee shall within 10 days of receiving the response submit a request for action to the MPES Safety Representative. Upon request, the Division Director will meet with

the MPES Safety Representative and/or Society Representative. Any resolution of the safety request shall be confirmed in writing and signed by the Division Director, the requesting unit employee, and the Society. Such resolution shall not be grievable.

Failing resolution with the Division Director, the unit employee and MPES Safety Representative may submit a request for action to the Departmental Safety Committee with copies of the original written request, the Division Director's response and a statement on why the response was not acceptable. The Departmental Safety Committee will review the request and make a recommendation to the Department Director. The decision of the Department Director will be issued in writing. Upon mutual agreement of the Employer and the unit employee or the Society, time limits may be extended.

A unit employee who has reasonable cause to believe he/she is in imminent danger or loss of life or serious bodily injury may remove himself or herself from the situation to notify their immediate supervisor or higher authority, after taking reasonable measures to protect the public, other employees and/or Departmental property. The supervisor or higher authority will immediately correct the situation to the extent possible and/or temporarily reassign the employee to another location or work assignment.

Nothing in this Article shall be interpreted so as to prevent MPES or its designated safety representative from providing assistance in the filing of requests made under this Section, or to prevent the filing of a grievance where there is alleged violation of the agreement. The Department agrees that no retributive action will be taken against a unit employee who exercises his/her rights under this Article.

The Department's compliance with this Article is contingent on the availability of funds. If the Department is unable to immediately implement a safety measure, the Department shall make a positive effort to obtain the necessary funds.

Failure of the Department to implement safety measures agreed to under this Section shall be grievable in accordance with the provisions of Article IX of the MPES primary agreement.

Section 5: Safety Equipment and Protective Clothing

The Department reserves the right to require employees to use safety equipment properly and to wear required protective clothing. Failure to do so may result in discipline. Safety equipment and protective clothing that is required by the Department or the Division Director shall be furnished to the employee by the Department. The Department shall provide necessary training for the use of required safety equipment.

Section 6: Establishment of Temporary Safety Committee

The parties mutually agree to establish a temporary MPES/Department of Agriculture Safety Committee, comprised of four (4) Unit employees appointed by the Society and four (4) representatives appointed by the Department. The purpose of this temporary committee is to discuss and seek solutions for the safety issues of concern listed in Appendix A. Recommendations of the temporary committee shall be submitted to the appropriate Department authority, together with supporting documentation. In the event the parties are unable to reach resolution within the time frame prescribed below, all outstanding items in Appendix A may be submitted to the Grievance procedure at the Third Step in accordance with the Primary Agreement.

Committee members will be appointed and the first meeting held within four (4) weeks of the effective date of this secondary agreement. It is the intent of the parties to establish subcommittees comprised of one unit employee and one department member each to address certain specific issues from Appendix A, bring their recommended solution(s) to the full committee. The Committee will meet bi-weekly for a minimum period of two months to resolve concerns in Appendix A until the Departmental Safety Committee is fully operational. Meetings may be cancelled or moved to another date by mutual agreement. Each unit employee appointed to this temporary committee shall receive administrative leave for meetings of the committee and subcommittee to which he/she is assigned.

After the termination of the temporary committee general safety discussions may be conducted under Article VI of the primary agreement.

Section 7: Duration and Termination

This Health and Safety Article, entered into this 26th day of February, 1986, between the Michigan Professional Employees Society and the Department of Agriculture, shall take effect upon ratification by the Society and Civil Service Commission, and shall remain in full force and effect through September 30, 1987.

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

For the Michigan Professional Employees Society
Phillip Thompson
George Sabolish

For the Department of Agriculture
Sandra J. Yonker

Appendix A for Department of Agriculture Safety Agreement

PLANT INDUSTRY DIVISION

Equipment Needs

Eye protection
Face protection
Hardhats and liners
Chemical resistant gloves
Chemical resistant boots
Safety Shoes
Respirators
Dust masks
Air packs
Transport cases
Chemical resistant suits
Sampling equipment
Bee suit
Bee sting kits
Carts for moving gas treated hives
Explosion proof flashlights
Dog repellant

Problems

Working at heights
Dust
Explosive atmospheres
Machinery which may catch clothing
Air quality in confined spaces

Training

Pesticide handling, sampling, application, clean-up, site re-entry
Fire safety
Self-defense, how to avoid dangerous situations
First aid
CPR
Safe driving

Other

Periodic cholinesterase tests and health screening for pesticide exposure
Working alone
Working in remote areas
Threat of assault

ENVIRONMENTAL DIVISION

Equipment Needs

Hardhats and liners
Safety Shoes
Working alone
Working in remote areas

LABORATORY DIVISION

Equipment Needs

Eye washes
Chemical resistant gloves
Eye and face protection
Pippetting aids

Problems

Storage of flammable liquids
Housekeeping
Electrical outlets on fume hoods
Adequacy of fume hoods
Ventilation (fumes "drift" around the building)
Storage of equipment and reagents in fume hoods

Training

First Aid
CPR
Handling accidents and spills

STATE CAR USERS

Equipment

Fire extinguishers
Radios
Rear window defoggers

Training

Safe driving

Problems

Transporting propane tanks
Transporting hazardous materials

A Departmental Safety Committee is to be established in MDA containing a representative from each union (MPES, MSEA, UTEA, UAW) and a volunteer who is a member of the Business and Administrative bargaining unit and 5 management representatives. It will meet bi-monthly or more frequently if needed. If no items are placed on the agenda at least seven calendar days in advance of a scheduled meeting, such meeting will not be held.

The charge to the Departmental Safety Committee is as follows:

1. Develop an overall MDA safety policy for the approval and issuance by the Director's office.

2. Review existing safety procedures and work rules to determine where revisions or new safety procedures and work rules are needed.

3. With the concurrence of the Director's office on #2 above, coordinate with the Divisions to facilitate the drafting of necessary safety procedures/work rules.

4. Review safety concerns and documentation brought to it from time to time by members of management or employees regarding safety equipment or potentially hazardous situations. Make recommendations to the Director's office regarding preferred alternatives including supporting documentation.

Signed original of this letter is on file with either MPES or OSE

LETTER OF UNDERSTANDING
SECTION 3

It is agreed by the parties that MPES will designate one unit employee to the Departmental Safety Committee and one alternate to serve in the absence of the appointed member. However, if in secondary negotiations during the term of this contract another exclusive representative negotiates more than one member on the Departmental Committee, MPES will be entitled to equal representation.

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

For the Michigan Professional Employees Society	For the Department of Agriculture
Phillip Thompson	*Sandra J. Yonker*
George Sabolish	

Signed original of this letter is on file with either MPES or OSE

APPENDIX C-2

HEALTH AND SAFETY AGREEMENT
FOR THE
MICHIGAN DEPARTMENT OF COMMUNITY HEALTH

A. **GENERAL**

1. The Community Health Agency affirms its responsibility for the health and safety of Department staff during the conduct of official business. The Department shall be in compliance with applicable health and safety standards, including those prescribed by the Michigan Occupational Safety and Health Act, as amended, and standards promulgated thereunder.

2. The Department has the responsibility to ensure healthful and safe conditions in its facilities; and the responsibility to instruct employees to comply with prescribed healthful and safe operating rules and procedures. Written health and safety rules and procedures shall be provided to each employee.

3. Employees shall have the responsibility to:

   a. Comply with established health and safety rules and procedures.

   b. Report all unhealthful or unsafe working conditions to the Department of Community Health.

   c. Report, on a form prescribed by the Department of Community Health, all injuries or illnesses incurred during the performance of their job responsibilities.

   d. Upon entering the premises or confines of an establishment which has health and safety rules or procedures requiring its own employees to wear or use personal protective equipment, devices, and/or clothing, to comply with said rules of the establishment.

4. Employees who fail to comply with established Department health and safety rules and procedures may be subject to appropriate disciplinary action, for just cause.

5. In order to carry out its responsibilities and to minimize health and safety risks, the Department will furnish, without cost to the employee, health and safety equipment, devices, and clothing which have been determined to be necessary, by management, for the performance of employees' work responsibilities. Issues pertaining to the maintenance and issuance of health and safety equipment shall be proper subject of labor-management conferences.

B. HEALTH AND SAFETY COMMITTEE

1. The Union and the Department hereby adopt, except as otherwise provided in this agreement, the Bureau of Laboratories Health and Safety Manual (or their respective successor).

2. The Union shall endeavor to appoint, as its representative to the Bureau of Laboratories Health and Safety Committee, an employee with knowledge and expertise in occupational health and safety. The Union may also appoint an alternate representative who may attend Bureau of Laboratories Health and Safety Committee meetings in the absence of its representative.

   The Union's representative to the Bureau of Laboratories Health and Safety Committee shall be granted administrative leave for the purpose of attending meetings of the Committee.

   a. Any alleged or potential health and safety hazard shall be referred to the Bureau of Laboratories Health and Safety Officer for investigation and recommendations to the Bureau of Laboratories Health and Safety Committee. The Health and Safety Officer shall render, in a timely fashion, the findings and conclusions of the Department of Community Health in such matters. If such findings are reduced to writing, the Department shall provide a copy of the document to the Union.

   b. Any alleged or potential health and/or safety hazard which is not resolved in a timely manner, to the satisfaction of the Union, may be referred, for investigation and recommendations, to recognized experts, including but not limited to, the National Center For Disease Control; the State Fire Marshal; and the Michigan Department of Labor and Economic Growth. Recommendations from recognized experts, to whom an alleged or potential health and safety hazard has been referred, shall be considered as appropriate subject matter for labor-management conferences.

      An allegation of failure to correct an alleged or potential health and/or safety hazard, to the Union's satisfaction, may be timely grieved by the Union beginning at Step Two of the grievance procedure.

C. **UNION NOTIFICATION**

1. The Union's office shall be notified of any and all prescheduled health and/or safety related inspections to be conducted at Department of Community Health work sites where Union members are employed.

a. The Union may designate a member to accompany said inspector(s).

b. The Union member, accompanying the inspector(s), shall be granted administrative leave for the time spent on the inspection(s).

c. The Department shall furnish to the Union, forthwith, a copy of any and all written documents resulting from said inspections at work sites and associated common areas where Union members are employees.

2. The Department shall notify the Union of any proposed change to the Bureau of Laboratories Health and Safety Manual (or their respective successor) which may infringe upon any existing right accorded to Union members, as specified therein.

   a. The Union may request a labor-management conference to discuss any proposed change to the Health and Safety Manual.

   b. In the event that the issue of infringement upon an existing right accorded to Union members, as specified in the Health and Safety Manual, cannot be resolved in a labor-management conference, the Union reserves the right to grieve in accordance with the collective bargaining agreement.

D. DURATION

This health and safety agreement, entered into this first day of April, 2002, between the Michigan Public Employees, SEIU Local 517M and the Department of Community Health, shall take effect upon ratification by the Union and the Civil Service Commission.

For the Michigan Public Employees,	For the Michigan Department of
SEIU Local 517M	Community Health
Cindy Kalinowski 04-01-02	Allen Sipes 04-01-02

APPENDIX C-3
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY
HEALTH AND SAFETY AGREEMENT

SECTION 1. GENERAL

The Department of Environmental Quality (DEQ) and the Michigan Professional Employees Society (MPES) mutually agree the goal is to provide a safe and healthful working environment for all unit employees. Both management and bargaining unit employees shall cooperate to identify unsafe working conditions and practices and work toward their elimination. Management shall make every effort to provide a safe work environment and eliminate recognized hazards in accordance with all federal, state and local health and safety laws and regulations. The parties recognize that retaliation for identifying health and/or safety hazards is unacceptable and appropriate corrective measures shall be taken for such action(s).

SECTION 2. HEALTH AND SAFETY COMMITTEE

The parties agree to establish an MPES/DEQ Health and Safety Committee comprised of up to three (3) MPES members and an equal number of management representatives. The Parties may mutually agree to add additional members.

The Committee shall be co-chaired by an MPES Representative and the Department Health and Safety Representative. The Committee shall meet quarterly, or more frequently if mutually agree, to address any health and safety concerns of the Scientific and Engineering Unit Employees within the DEQ. Meetings shall be subject to reasonable scheduling, and Unit Employees shall receive administrative leave for attendance at meetings, participation, necessary travel, and reasonable preparation for all Committee activity. The Committee shall submit written recommendations to the Department for proposed implementation. The Department shall respond to the Committee within 10 work days and make every effort to implement the Committee's recommendations within 90 calendar days, or respond in writing to the Committee Co-Chairs as to a suitable time schedule for implementation, any suggested modification(s), or reasons for non-implementation.

The Department Health and Safety Representative shall provide MPES with a current list of all DEQ Division Health and Safety Coordinators and Building/Facility Managers on a quarterly basis. Any questions or concerns about health and safety issues should be directed through the immediate supervisor first. If no satisfactory resolution is obtained, the Unit Employee(s) should contact their Division Health and Safety Coordinator. If no satisfactory resolution is obtained at that level, the Unit Employee(s) should contact the Department Health and Safety Representative or an MPES Staff Representative. Whenever possible, a follow-up response shall be made to the Unit employee who raised

the question/issue, with a copy to MPES describing what actions were taken by the Department to resolve the immediate concern.

SECTION 3. TRAINING

The Department recognizes the importance and benefits of training for Unit employees in the area of Health and Safety and shall make every effort to make such training available to staff (i.e., CPR/Basic First Aid, Ergonomics, Indoor Air Quality, Workplace Violence, Dealing with Difficult People).

SECTION 4. BUILDINGS

The Department shall make every effort to maintain buildings or facilities occupied by Unit employees in accordance with the Michigan Occupational Safety and Health Act (MIOSHA) standards and reasonable efforts to maintain good housekeeping and maintenance practices.

Every reasonable effort will be made to have pesticide spraying or the use of chemical agents that may get into the ventilation system conducted after business hours and/or on weekends to allow sufficient time for the area to be ventilated. If such spraying or use of chemical agents must occur during business hours, management shall provide at least 24 hours notice to Unit employees stating (when available) the activity, the location, duration, and the availability of Materials Safety Data Sheets (MSDS).

When major renovation or reconstruction of a building or portion thereof is planned, potentially affected members shall receive prior notice of such work. Unit employee concerns may be addressed through the Labor/Management Conference forum.

SECTION 5. HEPATITIS B / INFECTIOUS MATERIALS VACCINATIONS

The MPES/DEQ Health and Safety Committee shall review types of duties performed by Unit employees and identify those duties which may cause a substantial risk of exposure to infectious materials. Unit employees who perform these duties may be scheduled to receive the appropriate vaccination series to prevent infection. This review shall be completed by the second regularly scheduled quarterly meeting of the Committee. In those cases where a Unit employee has been exposed to Hepatitis B or other infectious materials in the course of their employment, the Department shall provide the necessary post-exposure testing and treatment.

SECTION 6. PROTECTIVE CLOTHING

The Department may provide exterior winter clothing suitable for work duties to Unit employees whose duties require that they be routinely exposed to winter temperatures.

This Health and Safety Agreement, entered into 26th day of June, 1996 between the Michigan Professional Employees Society and the Department of

Environmental Quality, shall take effect upon ratification by the Society and the Civil Service Commission, and shall remain in full force and effect through December 31, 1998.

Cindy Mason, MPES Frank R. Russell, DEQ

Phillip L. Thompson, MPES

Signed original of this Agreement is on file with MPES and/or DEQ

APPENDIX C-4

MICHIGAN DEPARTMENT OF NATURAL RESOURCES
MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY
HEALTH AND SAFETY AGREEMENT

Section 1: General

The Department of Natural Resources (DNR) and the Michigan Professional Employees Society (MPES) mutually agree the goal is to provide a safe and healthful working environment for all unit employees. Both management and unit employees shall cooperate to identify unsafe working conditions and practices and work toward their elimination. The Michigan Department of Natural Resources DNR shall endeavor to provide a safe and healthful work environment and eliminate recognized hazards.

Section 2: Health and Safety Committee

The Parties agree to establish an MPES/Department Health and Safety Committee comprised of up to three (3) MPES members and an equal number of management representatives. The Parties may mutually agree to add additional members.

The Committee shall meet as needed to address any health or safety concerns of the Scientific and Engineering Unit employees within the DNR. The Committee shall not, however, meet more frequently than monthly unless MPES and DNR mutually agree. Meetings shall be subject to reasonable scheduling, and Unit employees shall receive administrative leave for participation, necessary travel, and reasonable preparation for all committee activity.

Section 3: Resolution of Problems

The Parties agree to reduce to writing any recommendations for resolution of health or safety concerns and forward them to the appropriate Division Chief(s) with a copy to the Department Safety Officer and appropriate Department Deputy.

Division Chief(s) shall endeavor to implement recommendations of this joint Health and Safety Committee within thirty (30) days, or respond in writing to

the Committee as to a suitable time schedule for implementation, any suggested modification(s), or reasons for non-implementation. Copies of this response shall be provided to Department Safety Officer and Department Director.

Health and Safety issues that cannot be satisfactorily resolved by the joint Health and Safety Committee shall be subject to the Labor/Management Conference provision of the MPES/OSE Agreement.

For the Michigan Professional Natural
Employees Society
Cindy Mason
Phillip Thompson

For the Department of
Resources
Riley Lentz

APPENDIX C-5

MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY
MICHIGAN DEPARTMENT OF STATE POLICE
HEALTH AND SAFETY AGREEMENT

SECTION A: GENERAL

1. The Department of State Police recognizes its responsibility to maintain a safe and healthful work place and will make reasonable efforts to do so.

2. The Department of Sate Police will operate in accordance with all federal, state and local health and safety laws and regulations.

SECTION B: FORENSIC SCIENCE DIVISION SAFETY POLICY

1. The Forensic Science Division Safety Policy shall be as outlined in the Forensic Science Division Quality Manual SM 1-8 or its subsequent revision/update.

2. Additions to the Division Safety Policy may be locally established if the Employer determines that there exists a condition and/or situation unique to a given laboratory.

3. The Department of State Police shall furnish to each unit employee and the Society an electronic copy of the Forensic Science Division Safety Policy, including any applicable additions. The unit employees who shall sign for receipt thereof.

4. Unit employees who fail to comply with provisions of the Forensic Science Division Safety Policy, and/or procedures, including those governing safety equipment or clothing may be subject to disciplinary action.

SECTION C: TRAINING

1. At times and locations determined by the Employer, the Department of State Police shall train unit employees assigned to the Forensic Science Division in basic first aid and CPR (Cardio-Pulmonary Resuscitation) every other year. This training shall be tailored towards incidents that may occur in the Forensic Science Division. Forensic Science Division unit employees shall be exempted from this training only upon presentation to the Employer of comparable certification. Failure to complete such training shall not be considered as failure to provide the necessary training by the Employer.

2. At times and locations determined by the Employer, periodic laboratory safety training shall be provided to all Forensic Science Division unit employees. This training will be provided as part of the orientation process for new employees, and other courses may be available upon request. Such requests, including topic desired and suggested date and time, shall be submitted to the Safety Officer and forwarded to the Laboratory Director.

3. Unit employees shall be considered on duty (except as provided herein) for purposes of travel to and participation in any of the above-cited training. Failure to complete all phases of the training provided may, at the discretion of the Employer, require the employee to utilize leave credits for such training.

4. Content of the above-cited training shall be subject to the operational needs of the Employer.

5. Administration of the above-cited training shall be subject to the availability of funds. The Department shall make a good faith effort to procure such funds.

SECTION D: SAFETY EQUIPMENT AND CLOTHING

1. The Department shall furnish, without cost to the unit employee, safety equipment and clothing required by the Employer.

2. The Department shall make available to each unit employee, upon request and without cost, safety glasses suitable to wear over prescription glasses while in the laboratory. Such safety glasses will be the Norton 180 or other similar model.

3. Unit employees shall exercise reasonable care in the use of Employer furnished safety equipment.

4. The Department shall provide appropriate instruction or training in the proper use of required safety equipment.

5. The Department shall endeavor to maintain all departmental safety equipment in accordance with manufacturers' recommendations.

6. The Department shall furnish three (3) scrub suits to each unit employee in the DNA and Serology units. The Department as guided by health and safety law, including law as it pertains to blood born pathogens may require the wearing of the scrub suits. Upon request the Department shall furnish the scrub suits to Forensic Science bargaining unit employees not required to wear them but who chose to wear them on a voluntary basis. These will be provided at no cost to the unit employees as noted above and shall be laundered at the employer's expense. scrub suits shall be replaced as needed but not less than every two years if requested by the employee. Shoe and boot protectors will also be provided at no cost to the unit employees.

   The unit employees who have been furnished scrub suits and shoe/boot protectors shall be required to wear this additional protective clothing, plus laboratory coats, in accordance with the biohazard specimen handling procedures outlined in Forensic Science Division Quality Manual SM-1, II (A-C).

SECTION F: HEPATITIS B VACCINE

1. The Employer shall make Hepatitis B Vaccine available to all unit employees of the Forensic Science Division pursuant to existing state and federal law. The vaccine shall be administered by licensed medical practitioners selected by the Employer. A follow up blood test will be given to verify the presence of anti-bodies.

SECTION G: SAFETY CONCERNS

1. Safety concerns of unit employees shall be addressed as provided for in departmental policies subject to the following:

   a) On-Site Safety Officers shall be qualified volunteers and will be other than the work site supervisor. If a qualified volunteer is unavailable, the position shall be filled as specified in the Forensic Science Division Quality Manual SM-1, Part 7 (B,2). This position shall be filled by that individual for a minimum of one year and a maximum of three years if the unit employee did not volunteer. The On-Site Safety Officer and their immediate supervisor shall work together to coordinate the work load between safety duties and regular caseload.

      The Department shall provide a list of duties to the On-Site Safety Officer. The duties of the On-site Safety Officer and

priorities of the duties may change based on operational need. The Department will revise the list as needed.

A unit employee will report a safety concern to the On-Site Safety Officer either verbally or in writing.

b) The On-Site Safety Officer will investigate the concern and respond in writing within 10 working days of notification.

c) If, within 10 working days, the matter is not resolved by the On-Site Safety Officer, the unit employee shall report the concern in writing to the division director with copies to the laboratory director and the division's safety officer.

d) The division director will investigate and report the results of the investigation in writing by interoffice correspondence to the unit employee with 10 working days of the conclusion of the investigation.

e) Failure to respond within the designated time shall entitle the unit employee to proceed to the next step of this procedure.

2. Safety concerns of unit employees which are not resolved under Paragraph 1 may be discussed in Labor-Management Conferences as provided for in Article 6 of the primary Agreement.

3. The provisions of this section shall supersede all other procedures for raising safety concerns and shall be invoked prior to use of the grievance procedure. The grievance procedure may be timely invoked after efforts under Paragraph 2 have failed to resolve a safety issue.

APPENDIX D
SHIFT ASSIGNMENTS COVERING SCIENTIFIC AND ENGINEERING BARGAINING UNIT EMPLOYEES WORKING FOR THE DEPARTMENT OF MENTAL HEALTH
[Subsequently renamed Department of Community Health]

When it is determined that operational needs require the assignment of work hours that are different from the work shifts as defined in Article 19 of the MPES/State of Michigan Primary Agreement, such assignments of bargaining unit employees shall be made as follows:

A. Any proposed schedule changes for bargaining unit employees outside the work shifts defined in Article 18 of the MPES/State of Michigan Primary Agreement shall

be reduced to writing by the facility and distributed to affected bargaining unit employees.

B. Affected bargaining unit employees within the facility will be given up to five (5) work days to reach voluntary agreement as to which employees shall work specific available schedules. Decisions reached in this manner shall be reduced to writing and presented to the individual designated by the facility within the five (5) working day period.

C. In the event no voluntary agreement is presented to the facility designee, bargaining unit employees will select available work schedules based on seniority, as defined in Article 11 of the primary agreement in the following manner:

1. The affected bargaining unit employee, in seniority order, beginning with the most senior, shall have the opportunity to select his/her preferred work schedule and notify the facility designee within five (5) work days after the facility has notified employees that assignments will be made based on seniority.

In the event some schedules remain open the facility designee shall assign employees to the remaining available schedules.

D. Bargaining unit employees shall be allowed to bid on any new or vacated schedules within their class, level and facility if the facility intends to fill the position. Such positions bid on will be filled based on seniority.

E. Bargaining unit employees of equal qualifications may voluntarily agree to switch work schedules with other bargaining unit employees of the same class, level and facility. Such voluntary agreements will be subject to supervisory approval, however, shall not be unreasonable denied.

F. Any affected bargaining unit employees work schedules shall be determined according to this secondary agreement within twenty (20) work days after ratification of this agreement.

This does not preclude changes in work schedules within the term of this agreement.

G. It is understood by the parties that the intent of this secondary agreement is to determine the method of scheduling bargaining unit employees for consistent work schedules (as opposed to rotating work schedules). Requests for rotating work schedules may be implemented by mutual agreement of the parties. If agreement is not reached the issue will be subject to negotiation between MPES and the Department at the request of either party.

H. The terms of this secondary agreement shall continue in full force and effect through December 31, 1990 unless modified by mutual agreement or negotiation between MPES and the Department of Community Health (formerly Mental Health).

Phillip Thompson *Thomas E. Adams*
MPES 7/22/88 DMH 7/22/88

MPES/DMH Secondary Bargaining Team
Edward Novak *Jeff Fiszbein*
Richard Kujda *Bonnie Weitzel*

Signed original of this letter is on file with either MPES or OSE

APPENDIX E-1
STATEWIDE RECALL REQUEST FORM
SCIENTIFIC/ENGINEERING UNIT

NAME:_____ SS#_____
TELEPHONE:_____ CURRENT CLASS/LEVEL: _____

Article 12 (Layoff and Recall) of the Agreement between the State of Michigan and the Michigan Professional Employees Society provides laid off employees certain rights to recall. The following information is essential in protecting your rights. You will be considered for recall only to those positions in classifications and locations you have indicated on this form. This form must be completed and delivered to the department personnel office within seven days of the effective date of your layoff.

I agree to accept recall to positions as indicated below:
[ ] Any position in my current classification and level (Primary Class).
[ ] Any position in a classification in the bargaining unit in which I have achieved Civil Service status (Secondary Class).
[ ] I am interested in being considered for appointment to positions, for which I may be qualified, in the following classifications:

1. _____ 3. _____
2. _____ 4. _____

I understand that appointment to such a position shall be subject to Civil Service certification requirements and that it is my obligation to take the necessary steps to have my name placed on a "referral" list for the above classifications. I wish to be placed on recall lists and to be considered for appointment to positions in the counties I have indicated below:

[ ] Alcona	[ ] Clare	[ ] Iosco	[ ] Marquette	[ ] Otsego
[ ] Alger	[ ] Clinton	[ ] Iron	[ ] Mason	[ ] Ottawa
[ ] Allegan	[ ] Crawford	[ ] Isabella	[ ] Mecosta	[ ] Presque Isle
[ ] Alpena	[ ] Delta	[ ] Jackson	[ ] Menominee	[ ] Roscommon
[ ] Antrim	[ ] Dickinson	[ ] Kalamazoo	[ ] Midland	[ ] Saginaw
[ ] Arenac	[ ] Eaton	[ ] Kalkaska	[ ] Missaukee	[ ] Sanilac
[ ] Baraga	[ ] Emmet Genesee	[ ] Kent	[ ] Monroe	[ ] Schoolcraft
[ ] Barry	[ ] Gladwin	[ ] Keweenaw	[ ] Montcalm	[ ] Shiawassee
[ ] Bay	[ ] Gogebic	[ ] Lake	[ ] Montmorency	[ ] St. Clair
[ ] Benzie	[ ] Grand Traverse	[ ] Lapeer	[ ] Muskegon	[ ] St. Joseph
[ ] Berrien	[ ] Gratiot	[ ] Leelanau	[ ] Newaygo	[ ] Tuscola
[ ] Branch	[ ] Hillsdale	[ ] Lenawee	[ ] Oakland	[ ] Van Buren
[ ] Calhoun	[ ] Houghton	[ ] Livingston	[ ] Oceana	[ ] Washtenaw
Cass	[ ] Huron	[ ] Luce	[ ] Ogemaw	[ ] Wayne
Charlevoix	[ ] Ingham	[ ] Mackinac	[ ] Ontonagon	[ ] Wexford
Cheboygan	[ ] Ionia	[ ] Macomb	[ ] Osceola	
Chippewa	[ ]	[ ] Manistee	[ ] Oscoda	

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list. Your personnel office must be notified immediately in writing of any change in address and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the appointing authority for recall purposes.

_____ _____

Employee Signature *Date*

APPENDIX E-2
DEPARTMENT OF AGRICULTURE
RECALL FORM

I wish to be placed on recall lists and to be considered for appointment to positions in the layoff units I have indicated below.

[ ] Region 1
[ ] Region 2
[ ] Region 3
[ ] Region 4
[ ] Region 5
[ ] Region 6
[ ] Region 7

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list.

Your personnel office must be notified immediately in writing of any change in address and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the appointing authority for recall purposes.

_____ _____

Employee Signature *Date*

APPENDIX E-3
DEPARTMENT OF COMMUNITY HEALTH
MPES DEPARTMENTAL RECALL FORM

I wish to be placed on recall lists and to be considered for appointment to positions in the agencies I have indicated below:

[ ] Caro Center
[ ] Central Office (Includes Upper Peninsula Laboratory & MLK Blvd.)

[ ] Upper Peninsula Laboratory (Only)
[ ] Martin Luther King Boulevard Complex Laboratory (Only)

[ ] Center for Forensic Psychiatry

[ ] Hawthorn Center
[ ] Huron Valley Center (Corrections/Mental Health Services)
[ ] Ionia Clinical Complex (Corrections/Mental Health Services)
[ ] Jackson Clinical Complex (Corrections/Mental Health Services)
[ ] Kalamazoo Psychiatric Hospital

[ ] Mt. Pleasant Center
[ ] Northville Psychiatric Hospital

[ ] Office of Aging (Autonomous Type 1 Agency)
[ ] Southeast Clinical Complex (Corrections/mental Health Services)
[ ] Southgate Center
[ ] Walter Reuther Psychiatric Hospital

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list.

Your personnel office must be notified immediately in writing of any change in access and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the appointing authority for recall purposes.

_____ _____

Employee Signature *Date*

APPENDIX E-4
DEPARTMENT OF TRANSPORTATION
RECALL FORM

I wish to be placed on recall lists and to be considered for appointment to positions in the layoff units I have indicated below.

[ ] Superior Region
[ ] North Region
[ ] Bay Region
[ ] Grand Region

[ ] Southwest Region
[ ] University Region
[ ] Metro Region
[ ] Lansing Area, Including Secondary Complex And the Bureau of Aeronautics

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list.

Your personnel office must be notified immediately in writing of any change in address and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the appointing authority for recall purposes.

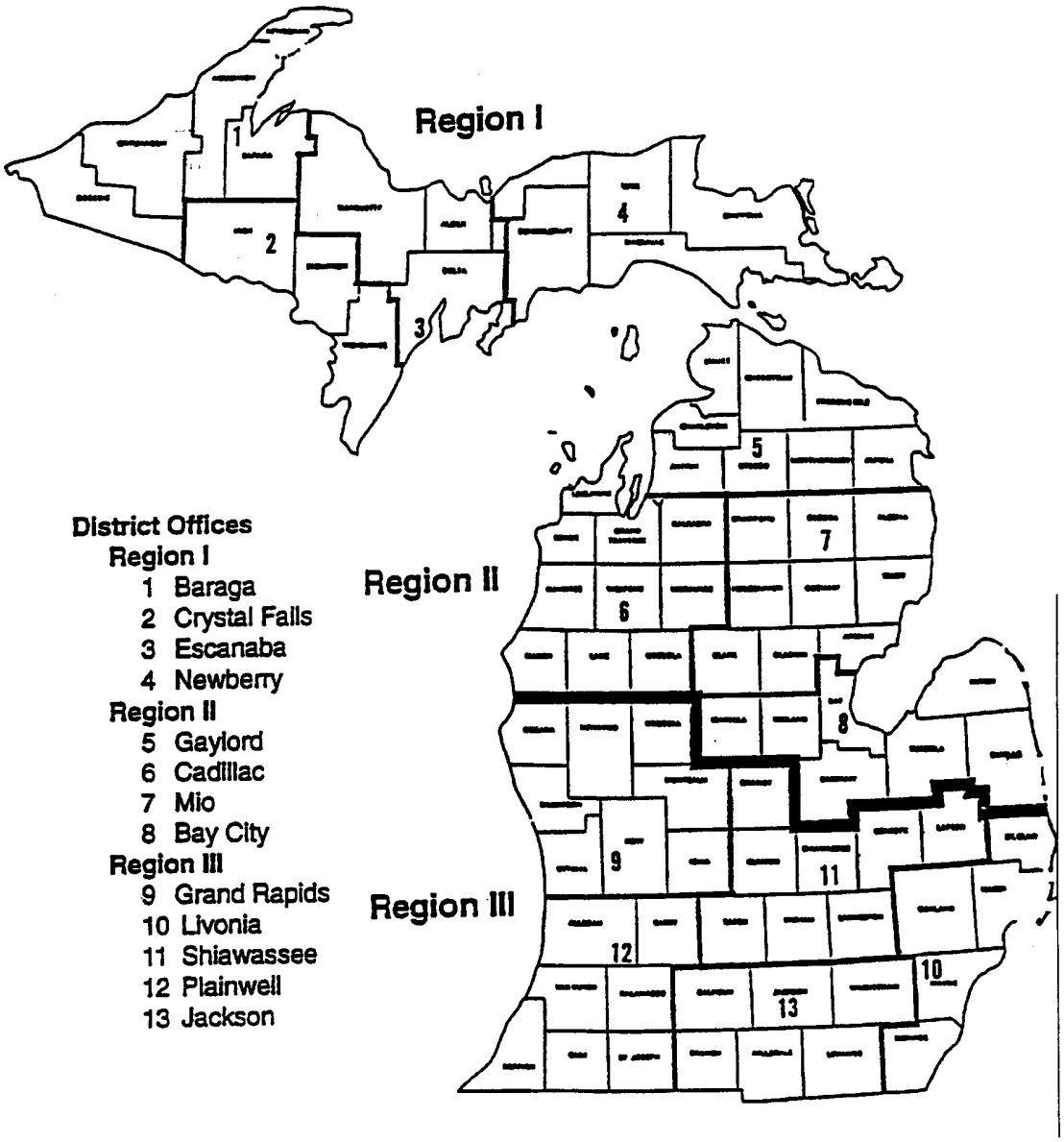
_____ _____

Employee Signature *Date*

APPENDIX F-1
DEPARTMENTAL LAYOFF UNIT MAPS

DEPARTMENT OF NATURAL RESOURCES MAP

Region/District Structure



District Offices

Region I
- 1 Baraga
- 2 Crystal Falls
- 3 Escanaba
- 4 Newberry

Region II
- 5 Gaylord
- 6 Cadillac
- 7 Mio
- 8 Bay City

Region III
- 9 Grand Rapids
- 10 Livonia
- 11 Shiawassee
- 12 Plainwell
- 13 Jackson

APPENDIX F-2
DEPARTMENTAL LAYOFF UNIT MAPS

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

DISTRICT AND FIELD OFFICE LOCATIONS

9 denotes district office
10 denotes field office

1 UPPER PENINSULA DISTRICT OFFICE
420 5th St.
Gwinn, MI 49841-3004
Phone: 906-346-8300
Fax: 906-346-4480

2 CADILLAC DISTRICT OFFICE
120 W. Chapin St.
Cadillac, MI 49601-2158
Phone: 231-775-3960
Fax: 231-775-1511 or 231-775-4050

3 GAYLORD FIELD OFFICE
2100 West M-32
Gaylord, MI 49735-9282
Phone: 989-731-4920
Fax: 989-731-6181

4 SAGINAW BAY DISTRICT OFFICE
503 N. Euclid Avenue, Suite 1
Bay City, MI 48706-2965
Phone: 989-686-8025
Fax: 989-684-9799 or 989-686-0727

5 GRAND RAPIDS DISTRICT OFFICE
State Office Building, 3rd, 4th, and 6th floors
350 Ottawa N.W., Unit 10
Grand Rapids, MI 49503-2341
Phone: 616-356-0500
Fax: 616-356-0202

6 LANSING DISTRICT OFFICE
PO Box 30242
4th Floor North
Lansing, MI 48909
Phone: 517-335-6010
Fax: 517-241-3571

7 KALAMAZOO DISTRICT OFFICE
7953 Adobe Road
Kalamazoo, MI 49009-5026
Phone: 269-567-3500
Fax: 269-567-9440

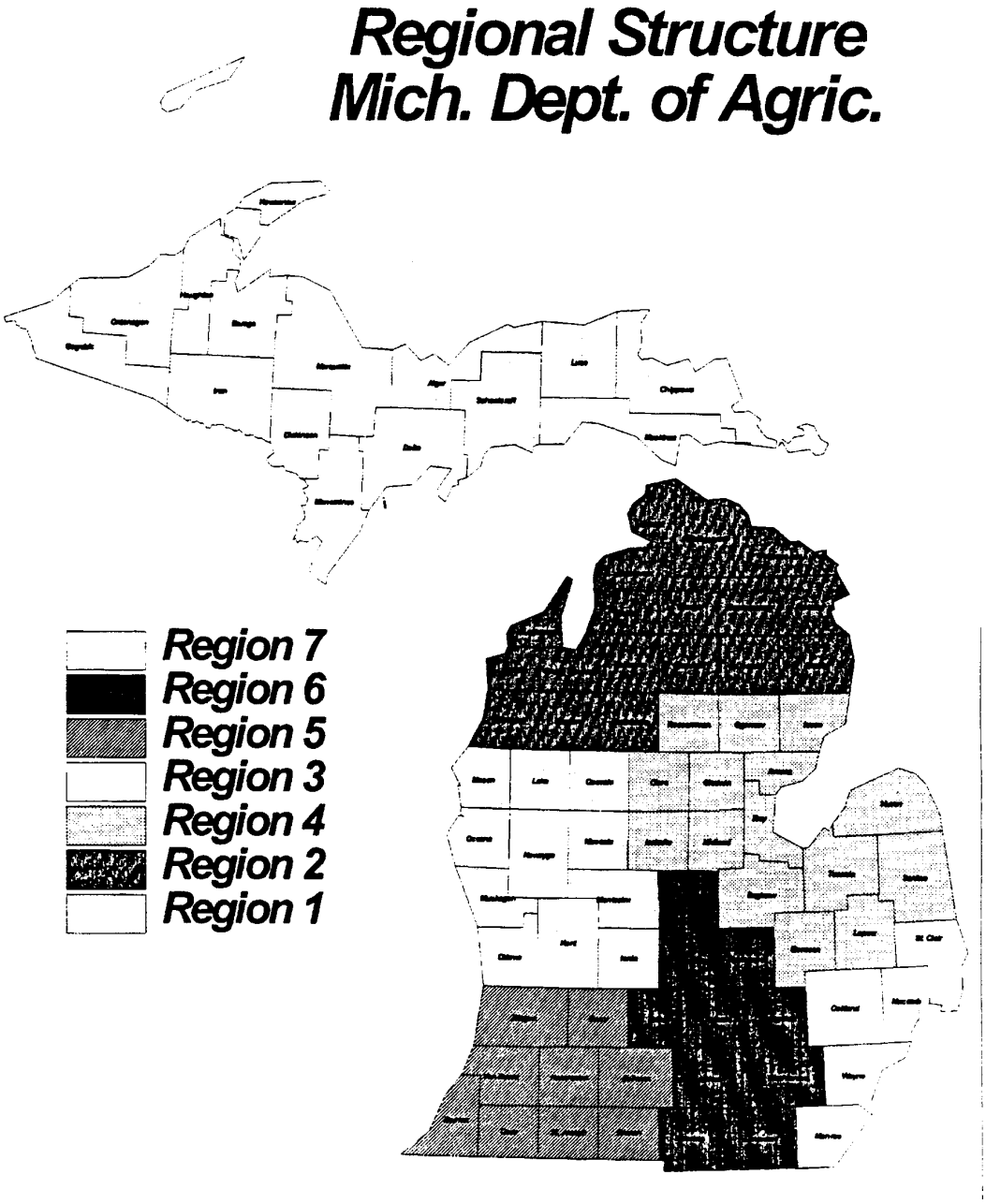
8 JACKSON DISTRICT OFFICE
301 E. Louis Glick Highway
Jackson, MI 49201-1556
Phone: 517-780-7690
Fax: 517-780-7855

9 SOUTHEAST MICHIGAN DISTRICT OFFICE
27700 Donald Court
Warren, MI 48092-2793
Phone: 586-753-3700
Fax: 586-751-4690

10 DETROIT FIELD OFFICE
Cadillac Place
3058 W. Grand Blvd., Suite 2-300
Detroit, MI 48202-6058
Phone: 313-456-4700
Fax: 313-456-4692 or 313-456-4662

APPENDIX F-3
DEPARTMENTAL LAYOFF UNIT MAPS

DEPARTMENT OF AGRICULTURE MAP



APPENDIX G
LONGEVITY COMPENSATION PLAN SCHEDULES OF PAYMENTS FOR MPES

5 6 7 8	10,400 12,480 14,560 16,640	$260
9 10 11 12	18,720 20,800 22,880 24,960	300
13 14 15 16	27,040 29,120 31,200 33,280	370
17 18 19 20	35,360 37,440 39,520 41,600	480
21 22 23 24	43,680 45,760 47,840 49,920	610
25 26 27 28	52,000 54,080 56,160 58,240	790
29 & Over	60,320 & Over	1040

A. Eligibility.

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

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

3. Career employees rendering seasonal, intermittent or other part-time classified service shall, after establishing original eligibility, be entitled to

subsequent annual payments on a pro rata basis for the number of hours in pay status during the longevity year.

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

1. No active employee shall receive more than the amount scheduled for one annual longevity payment during any twelve month period except in the event of retirement or death, or as provided in paragraph 7 of this sub-section.

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 bi-weekly pay period. Paid overtime does not offset lost time, except where both occur in the same pay period.

6. Payment to employees on unpaid leave of absence or 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. Effective with the pay period beginning August 20, 2000 the anniversary date longevity system will be discontinued. Payments for the conversion period will be as outlined below.

   a. If the employee has more than 12,480 hours prior to October 1, 2000 and has received a longevity payment since the end of the last fiscal year, the employee shall receive a pro-rated payment in October 2000 based on the number of hours in pay status between the longevity anniversary date and October 1, 2000.

   b. If the employee has more than 12,480 hours of continuous service prior to October 1, 2000 and has not received a longevity payment since September 30, 1999, the employee's longevity payment in October, 2000 will be calculated based on the number of hours in pay status between his/her last longevity anniversary date and October 1, 2000, as a percentage of 2,080 hours. If an employee is scheduled to receive an anniversary longevity payment on or after August 20, 2000 but before October 1, 2000, the employee's longevity payment in October, 2000 will include both the anniversary longevity payment amount and an additional amount based on the number of hours the employee has been in pay status between the longevity anniversary date and October 1, 2000.

8. Payment at retirement or death -- an employee with 10,400 hours of currently continuous service, who separates by reason of retirement or death, shall qualify and receive both a terminal and a supplemental payment as follows:

   a. A terminal payment, which shall be either:

      1) A full initial longevity payment based upon the total years of both current and prior service, if the employee has not yet received an initial longevity payment; or,

      2) A pro rata payment for time worked from the preceding October 1 to the date of separation, if previously qualified. the pro rata payment is based on hours in pay status since October 1 of the current fiscal year.

   b. A supplemental payment for all time previously not counted in determining the amount of prior longevity payments, if any.

C. Longevity Overtime. Upon conversion, 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. In 2000 only, the regular rate add-on for longevity will be calculated retroactively for overtime worked on and between August 20, 2000 and September 30, 2000, and will be paid with the longevity payment in the first full pay period in October 2000.

APPENDIX H
LETTER OF AGREEMENT

IN SUPPORT OF NATIONAL HEALTH CARE REFORM
SEPTEMBER 1991

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 through 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 ad 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.

Phillip Thompson
For the Union

William Whitbeck
For the Employer

Signed original of this letter is on file with either MPES or OSE

APPENDIX I
AGREEMENT

JOINT COMMITTEE ON NATIONAL HEALTH CARE REFORM

WHEREAS, the parties to this agreement recognize that our nation's health care system has reached a state of crisis and have agreed to work jointly to achieve a national consensus for health care reform; and

WHEREAS, the Michigan Corrections Organization, Local 526-M; Local 31-M; and the Michigan Professional Employees Society are all locals of the Service Employees International Union. AFL-CIO ("SEIU") and have each entered into Letters of Agreement with the State of Michigan providing for the formulation of a Joint Committee on Health Care Reform and setting out certain principles by which the efforts of that Committee will be guided; and

WHEREAS, the parties wish now to designate the members of the Joint Committee on National Health Care Reform.

NOW, therefore, the parties agree as follows:

1. On behalf of labor, SEIU designates the following members of the Joint Committee on National Health Care Reform:

   Paul Policicchio, International Vice President, SEIU and President of Michigan Local 79, SEIU (Detroit).

   - Vicki Cook Bumbaugh, President, Michigan Local 31-M, SEIU.
   - Phillip L. Thompson, Executive Director, Michigan Professional Employees Society, SEIU.
   - Fred R. Parks, Executive Director, Michigan Corrections Organization, Local 526-M, SEIU.

2. On behalf of management, the State of Michigan designates the following members of the Joint Committee on National Health Care Reform:
   - Dennis Schornack, Senior Policy Advisor to the Governor.
   - Vernice Davis Anthony, Director of the Department of Public Health.
   - Mark Murray, Director of the Office of Health and Human Services of the Department of Management and Budget.
   - William C. Whitbeck, Director of the Office of the State Employer.

John J. Sweeney
President, SEIU

John Engler
Governor, State of Michigan

Signed original of this letter is on file with either MPES or OSE

APPENDIX J
LETTER OF UNDERSTANDING
RE: P-RATE AND RETENTION/HIGH SECURITY

This Letter of Understanding is entered into between the State of Michigan, represented by the Office of the State Employer, and the Michigan Professional Employees Society, exclusive representative for the Scientific and Engineering bargaining unit.

1. Article 2, Section A of the parties' current collective bargaining agreement incorporates by reference the Rules and Compensation Plan ("Plan") of the Michigan Civil Service Commission which were in effect on the effective date of the agreement, unless the subject matter of such rules and compensation plan is covered in the agreement.

2. Section 4, IV of the Compensation Plan provides that employees who are currently receiving the forty cents ($.40) per hour prison rate (eligibility for which is provided in Article 25, Section I of the current collective bargaining agreement), who have two years of continuous service, and whose work stations are described in Section 4, IV, B.2 of the Plan shall be paid a "Retention/High Security" pay premium of an additional ten cents ($.10) per hour, for a total of fifty cents ($.50) per hour above regular rates. Retention/high security pay and prison rate shall not be applied simultaneously. All other provisions of Section 4, IV of the Plan shall apply in accordance with their terms.

3. As full and final resolution of any and all grievances, claims, or other disputes regarding implementation of Retention High Security pay for members of this bargaining unit, the parties agree to implement the provisions of the Section 4, IV of the Compensation Plan effective upon ratification by the members of the Scientific and Engineering bargaining unit and approval by the Civil Service Commission of a voluntary economic agreement for Fiscal Year 1993-94.

Phillip L. Thompson	*James Wilson*
For the Society	For the Employer
Date: 11/19/92	Date: 11/19/92

Signed original of this letter is on file with either MPES or OSE

APPENDIX K
SELECT CITIES
TRAVEL EXPENSE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES
EFFECTIVE OCTOBER 1, 2004
- SUBJECT TO CHANGE -

MICHIGAN SELECT CITIES AND COUNTIES	
Cities	**Counties**
Ann Arbor Mackinac Island Traverse City	All of Wayne All of Oakland

OUT-OF-STATE SELECT CITIES			
STATE	**SELECT CITY OR COUNTY AS DEFINED**	**STATE**	**SELECT CITY OR COUNTY AS DEFINED**
California	Los Angeles **(Los Angeles, Orange & Ventura Counties)**	Minnesota	Minneapolis / St. Paul
California	San Diego	Missouri	St. Louis**/St. Charles**
California	San Francisco	New York	Manhattan
California	**San Jose/**Sunnyvale/ Palo Alto**/Santa Clara**	Ohio	Cincinnati
DC	Washington, DC (also the cities of Alexandria, Falls Church, and Fairfax, and the counties of Arlington, Loudoun, and Fairfax in Virginia; and the counties of Montgomery and Prince Georges County in Maryland.	Pennsylvania	Philadelphia
Illinois	Chicago	Washington	Seattle
Massachusetts	Boston		
Massachusetts	Cambridge		

APPENDIX L-1
LETTER OF UNDERSTANDING
ANNUAL PERFORMANCE EVALUATION SYSTEM

During negotiations in 2001, the parties discussed the annual performance evaluation system recently instituted. In the event that the union identifies concerns over the implementation of the process, they may request a meeting with the office of the state employer to review and attempt to resolve the concerns.

For the Union
Cindy Kalinowski

For the Office of the State Employer
Janine M. Winters

APPENDIX L-2
LETTER OF UNDERSTANDING
HUMAN RESOURCES MANAGEMENT NETWORK (HRMN)

During negotiations in 2001 the parties reviewed changes in terminology that resulted from the implementation of the new payroll-personnel system, HRMN. The parties have elected to continue to use terminology that existed prior to the implementation of HRMN even though that same terminology is not utilized in HRMN. The parties agree that the HRMN terminology does not alter the meaning of the contract language unless specifically agreed otherwise.

An example of this are the terms “transfer, reassignment, and demotion” which are called “job change” in HRMN. The HRMN history record will show each of these transactions as a job change, however they will continue to have the same contractual meaning they had prior to the implementation of HRMN.

For the Union
Cindy Kalinowski

For the Office of the State Employer
Janine M. Winters

APPENDIX M
LETTER OF UNDERSTANDING
ARTICLE 24

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
Co-payments	office visits $10 services 0% or 10% emergency 0%	most services 10% (see 2. Below)
Preventive services	covered at 100% limited to $750 per calendar year per person; in January 2006, limit increases to $1500	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.

APPENDIX N
ARTICLE 24
STATE HEALTH PLAN PPO – BENEFIT CHART

	State Health Plan (PPO)	
	In-Network	**Out-of-Network**
Preventive Services - Limited to $750 per calendar year per person (In January 2006, limit increases to $1500)		
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 screening covered for those at risk	Covered – 100%	Not covered
Fecal Occult Blood Screening	Covered –100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam Colonoscopy 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 (Effective Jan. 1, 2006)	Covered – 100%	Covered - 90% after deductible
	Beginning At Age 50; One Every 10 Years	
Childhood Immunizations (Effective Jan. 1, 2006)	Covered 100% For Children Through Age 16	Covered 90% After Deductible
Physician Office Services		
Office Visits	Covered - $10 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	Covered - $10 co-pay	Covered - 90% after deductible, must be medically necessary

Emergency Medical Care		
Hospital Emergency Room-approved diagnosis, prudent person rule	Covered - 100% for emergency medical illness or accidental injury	Covered - 100% for emergency medical illness or accidental injury
Ambulance Services - medically necessary for illness and injury	Covered – 100% after deductible	Covered - 100% after deductible
Diagnostic Services		
Laboratory and Pathology Tests	Covered – 100% after deductible	Covered - 90% after deductible
Diagnostic Tests and X-rays	Covered – 100% after deductible	Covered - 90% after deductible
Radiation Therapy	Covered – 100% after deductible	Covered - 90% after deductible
Maternity Services Provided by a Physician		
Pre-Natal and Post-Natal Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes care provided by a Certified Nurse Midwife	
Delivery and Nursery Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes delivery provided by a Certified Nurse Midwife	
Hospital Care		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies, and 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 deductible
	120 days per confinement	
Hospice Care	Covered - 100%	Covered - 100%
	Limited to the lifetime dollar max. which 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 - when coordinated through the TPA	Covered - 100% after deductible	Covered - in designated facilities only
	Up to $1 million maximum per transplant type	
Bone Marrow - when coordinated through the TPA - specific criteria applies	Covered - 100% after deductible	Covered - 90% after deductible
Kidney, Cornea and Skin	Covered - 100% after deductible	Covered - 90% after deductible
Mental Health Care and Substance Abuse - Covered under non-BCBSM contract		
Inpatient Mental Health	100% up to 365 days per year. Partial Day Hospitalization at 2:1 ratio	50%, up to 365 days per year
Outpatient Mental Health Care	90% of network rates	50% of network rates
Inpatient Alcohol & Chemical Abuse Care	100% up to two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 100%	50% up to two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 50%
Outpatient Alcohol & Chemical Abuse	90% of network rates; Limit $3,500/year chemical dependency only	50% of network rates Limit $3,500/year chemical dependency only
Other Services		
Allergy Testing and Therapy	Covered - 100% after deductible	Covered - 90% after deductible
Rabies treatment after initial emergency room treatment	Covered - 100% after deductible	Covered - 90% after deductible
Chiropractic Spinal Manipulation	Covered - $10 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 60 visits per calendar year Effective Jan. 1, 2006 The Maximum Will Be 90 Visits Per Calendar Year	
Durable Medical Equipment	Covered 100%	Covered 80% Of Approved Charges
Prosthetic and Orthotic Appliances	Covered 100%	Covered 80% Of 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	$10 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	$200 per member; $400 per family	$500 per member; $1,000 per family
Co-pays		
- Fixed Dollar Co-pays - Do not apply toward deductible	$10 for office visits/consultations, Chiropractic	
- Percent Co-pays - MH/SA co-pays do not apply toward deductible - Services without a network are covered at the in-network level	10% for MHSA outpatient, and private duty nursing	10% for most services; MHSA at 50%
Annual Dollar Maximums		
- Fixed Dollar Co-pays - Do not apply toward out-of-pocket maximum	N/A	None
- Percent Co-pays - MH/SA and private duty nursing co-pays do not apply toward out-of-pocket maximum	$1,000 per member; $2,000 per family	$2,000 per member; $4,000 per family
Dollar Maximums	$5 million lifetime per member for all covered services and as noted above for individual services	