

APPENDIX A

HUMAN SERVICES SUPPORT BARGAINING UNIT CLASSIFICATIONS

Class Title

Dsblt Dtrmntn Asst 8
Dsblt Dtrmntn Asst 9
Dsblt Dtrmntn Asst E10
Emp Srvs Anlst 10
Emp Srvs Anlst 12
Emp Srvs Anlst 9
Emp Srvs Anlst P11
Emplnt Service Intvr 11
Emplnt Service Intvr 9
Emplnt Service Intvr E10
Home Aide 6
Home Aide 7
Home Aide E 8
Indian Outreach Wkr 8
Indian Outreach Wkr 9
Indian Outreach Wkr E10
Interpreter Deaf 6
Interpreter Deaf 7
Interpreter Deaf 9
Interpreter Deaf E 8
Liability Examiner 8
Liability Examiner 9
Liability Examiner E10
Migrant Srvs Worker 8
Migrant Srvs Worker 9
Migrant Srvs Worker E10
Un Emp Ins Exm 11
Un Emp Ins Exm 8
Un Emp Ins Exm 9
Un Emp Ins Exm E10
Unemp Ins Anl 10
Unemp Ins Anl 12
Unemp Ins Anl 9

Unemp Ins Anl Dptl Tr 9
Unemp Ins Anl P11

APPENDIX B-1

SEIU Local 517-M Membership Card

	MICHIGAN PUBLIC EMPLOYEES, SEIU LOCAL 517M Human Services Support Bargaining Unit • Application for Membership	
NAME: _____ MALE _____ FEMALE _____ SS# _____		
HOME ADDRESS: _____		CITY/STATE/ZIP: _____
COUNTY: _____	EMAIL ADDRESS: _____	
HOME PHONE: (____) _____	WORK PHONE: (____) _____	
WORKSITE LOCATION: _____	DEPT/AGENCY: _____	
WORK ADDRESS: _____	WORK CITY/STATE/ZIP: _____	
JOB CLASSIFICATION: _____		
Please choose a Chapter location where you would like to attend meetings:		
CHAPTER # & LOCATION _____ 1 Escanaba/Marquette (UP-West) _____ 2 Newberry (UP-East) _____ 3 Cadillac Area _____ 4 Grayling/Gladwin/Roscommon Areas _____ 5 Grand Rapids Area _____ 6 Saginaw/Tri-Cities Area _____ 7 Kalamazoo/Plainwell Area _____ 8 Jackson/Ann Arbor Area _____ 9 Lansing - Labor & Economic Growth _____ 10 Lansing - North MLK Blvd. _____ 11 Lansing - MDOT - Design/Local Services _____ 12 Lansing - Secondary Complex & MSP Lab _____ 13 Lansing - MDOT - Traffic & Safety		CHAPTER # & LOCATION <i>continued</i> _____ 14 Lansing - MDOT - Planning _____ 15 Lansing - DEQ - AQD, GLMD _____ 16 Lansing - DEQ - Water, ESSD, OGL _____ 17 Lansing - DEQ - WHMD & RRD _____ 18 Lansing AGR and MSP Labs _____ 19 Oakland/Macomb/St. Clair Counties _____ 20 Wayne County _____ 21 Lansing District Office & Agriculture Downtown _____ 22 Cadillac Place _____ 23 Fisher Building, Detroit _____ 24 Saginaw BWUC RICC _____ 25 Grand Rapids BWUC RICC _____ 26 All Other Downtown Departments (DLEG, DNR, DMB, DMA, FIA)
SIGNATURE: _____		DATE _____
FILL OUT COMPLETELY, FOLD, SEAL & RETURN TO SEIU LOCAL 517M (ADDRESS PRINTED ON REVERSE; NO POSTAGE REQUIRED)		
VISIT US ON OUR WEBSITE AT: WWW.SEIU517M.ORG		
MICHIGAN PUBLIC EMPLOYEES, SEIU LOCAL 517M Authorization for Payroll Deduction		
MISU		EE 01
Social Security Number		
On this date, _____, I, the undersigned, do hereby authorize the State of Michigan to deduct the sum of \$21.10 each two-week pay period from any earned accrued wages due me, until revoked by written notice, and to remit same to Michigan Public Employees, SEIU Local 517M for payment of my Union dues. Consent is additionally hereby given to increase or decrease the specific sum of \$21.10 deduction each two week period to that of any amount determined by the Union in accordance with the Constitution and By-Laws of the Michigan Public Employees, SEIU Local 517M.		
Signature of Employee _____		
Name (Please Print) _____		Worksite Department/Agency _____
<small>*Dues, fees, and assessments to SEIU Local 517M are not deductible as charitable contributions for federal income tax purposes. Dues paid to SEIU Local 517M, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.</small>		

APPENDIX B-2

Service Fee Card

MICHIGAN PUBLIC EMPLOYEES, SEIU Local 517M Authorization for Service Fee Payroll Deductions

MISU	Social Security Number						Deduction Code	
							EMO1	

On this date, _____, I, the undersigned, do hereby authorize the State of Michigan to deduct the sum of \$18.57 in advance of each two-week pay period from any earned wages due me, until revoked by written notice, and to remit the same to the Michigan Public Employees, SEIU Local 517M for payment of my Service Fee Deduction. Consent is additionally hereby given to increase or decrease the specific sum of \$18.57 deduction each two-week pay period to that of any amount determined by the Union in accordance with the Constitution and By-Laws of the Michigan Public Employees, SEIU Local 517M.

Signature of Employee _____
Name (Please Print) _____ Department _____

*Dues, fees, and assessments to SEIU 517M are not deductible as charitable contributions for federal income tax purposes. Dues paid to SEIU 517M, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

APPENDIX C-1

SEIU LOCAL 517M HUMAN SERVICES SUPPORT UNIT

Article 16

LETTER OF UNDERSTANDING BANKED LEAVE TIME PROGRAM

Section 1. Eligibility.

Permanent and limited-term, full-time, part-time, seasonal, and permanent intermittent, probationary and non-probationary employees shall be required to participate in the Banked Leave Time Program (Program), known as Part B under the State's Annual and Sick Leave Program. Non-career employees are not eligible to participate in the Program.

Section 2. Definitions and Description of Program.

An eligible 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 (4) hours per pay period for full-time employees, and by a pro-rata number of hours for less than full-time employees. The employee will be credited with a like number of Banked Leave Time (BLT) hours for each biweekly pay period.

Section 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 160 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 annual leave, pursuant to Article 16. Compensatory time must be utilized prior to the utilization of BLT hours.

Section 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 nonelective 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 contribution.

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 could 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.

Section 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 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 an 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.

Section 6. Relationship to Voluntary Work Schedule Adjustment (VWSA) Plan A and Voluntary Work Schedule Adjustment (VWSA) Plan C.

Before incurring unpaid VWSA Plan A or VWSA Plan C hours, all BLT hours must be exhausted.

Section 7. Term.

The Pay reduction and accrual provisions of this Letter of Understanding shall continue through the end of the pay period of October 22, 2005.

FOR THE UNION

/s/ Charlotte L. Duncil 11/1/04
Charlotte L. Duncil
President
HSS Division, SEIU Local 517M

FOR THE EMPLOYER

/s/ Jan F. Miller 11/1/04
Jan F. Miller
Office of the State Employer

APPENDIX C-2

LETTER OF UNDERSTANDING

Article 13 - LAYOFF AND RECALL

This Letter of Understanding outlines the parties' agreement regarding the rights of Unemployment Agency employees who move to the Employment Service Agency (ESA) on or about July 1, 1999 as the result of a successful bid to provide Wagner-Peyser Act (W-P) employment services in State Workforce Development Board (WDB) areas in accordance with the Discussion Notes and Addendum between the Michigan Jobs Commission (MJC) and the U.S. Department of Labor.

1. Eligible employees who are included in the staffing component of a successful competitive bid will, as a result of moving to the ESA:
 - a) continue to accrue and retain their seniority as outlined in Article 12 of the Human Services Support Unit Collective Bargaining Agreement;
 - b) continue to accrue and retain all of the time toward the next preauthorized class level, or toward reallocation;
 - c) experience no reduction in rate of pay or benefits.

Such employees shall have the rights outlined in paragraph 2 below in the event the contract with a WDB is terminated for any reason, including an unsuccessful subsequent competitive bid for the W-P program year beginning July 1, 2001.

2. Upon termination of the contract, affected employees shall be provided with notice of layoff in accordance with the Article 13 provision on layoff procedure and bumping in the ESA, and shall exercise their bumping rights within the ESA in accordance with that provision. If the employee is unable to bump under these conditions, she/he shall be laid off. A laid-off employee shall be entitled to have his/her name placed on the Work Location Recall List for recall to positions within the ESA. In addition, employees may elect to have their names placed on the Statewide Recall List in accordance with Article 13, Section 10. Employees laid off as a result of the termination of a contract shall be recalled by the Unemployment Agency (UA) from the Statewide Recall List in order of seniority, with the most senior employee recalled first. Such recall to the UA under this Letter of Understanding shall take priority over filling vacancies by transfer according to Article 14, Section 4. Removal of names shall be in accordance with Article 13, Section 12.

FOR THE EMPLOYER

/s/ Janine M. Winters 10/22/98
Janine M. Winters, Director Date
Office of the State Employer

/s/ Susan O'Doherty 10/22/98
Susan O'Doherty Date

FOR THE UNION

/s/ Victoria L. Cook 10/22/98
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

APPENDIX C-3

LETTER OF UNDERSTANDING

Article 23 - TRAINING

During bargaining in 1992, the parties agreed to adapt or obtain a one-day labor-management training program that will focus on improving the communication between management and union representatives, with the goal of improving labor-management relations. The parties will mutually agree on the development and content of the program. However, in an effort to minimize the costs of such a training program, the parties will seek to adapt currently available program(s) and to utilize the services of instructors/ facilitators who may be available at reduced or no cost.

The Employer will be responsible for the costs of program adaptation and instructor fees, if any. The Employer will provide lunch for participants on the day of the training and will allow travel time one way for participating Union representatives. The Union will provide travel time one way for participating Union representatives and will cover other travel-related expenses.

FOR THE EMPLOYER

FOR THE UNION

/s/ William C. Whitbeck 11/10/92
William C. Whitbeck Date
Director, Office of the
State Employer

/s/ Victoria L. Cook 11/10/92
Victoria L. Cook Date
President, Local 31-M,
SEIU, AFL-CIO, CLC

/s/ Susan O'Doherty 11/10/92
Susan O'Doherty Date

APPENDIX C-4

LETTER OF UNDERSTANDING

Article 22 - ECONOMICS

The parties have discussed a program of long-term care insurance to be offered to bargaining unit employees, their spouses, parents, and parents-in-law. The following provisions apply to this program:

1. Premiums will be fully paid by employees/enrollees.
2. Current employees are guaranteed to be eligible for coverage if they enroll during the initial enrollment period. New employees are also guaranteed to be eligible if they enroll during the enrollment period that applies to new hires.
3. Employees who elect to enroll outside the enrollment period, as well as all spouses, parents, and parents-in-law, are subject to underwriting (i.e., they will be required to answer certain questions about their medical history to determine their eligibility to enroll).
4. Premiums for active employees will be paid through payroll deduction. Under current IRS tax code provisions, such premiums are to be taken from after-tax income and are not eligible for reimbursement from a medical spending account or other pre-tax reimbursement account.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 1/15/02
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 1/8/02
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 1/14/02
Susan O'Doherty Date

APPENDIX C-5

LETTER OF UNDERSTANDING

Article 22 - ECONOMICS

Payroll Deductions and Remittance for Educational Trust Fund

The parties recognize that the State may offer state employees the opportunity for payroll deduction in conjunction with individual employees' participation in a program similar to the Michigan Educational Trust (M.E.T.) Program. In the event the State initiates a payroll deduction opportunity for trust fund participants, members of the bargaining unit who are trust fund participants will be offered the opportunity to individually initiate enrollment in such payroll deduction program.

It is understood that initiation and continuation of the payroll deduction program is subject to the provisions of applicable statutes and regulations, and will be administered in accordance with such laws and regulations. Should the State determine to alter, amend, or terminate such payroll deduction program, the State will provide the Union advance notice and, upon Union request, meet to review and discuss the reasons for such actions prior to their implementation.

For purposes of administering contractual union security provisions and payroll accounting procedures, it is understood and agreed that such payroll deduction, if and when individually authorized by the employee, will be taken only when the employee has sufficient residual earnings to cover it after deductions for any applicable employee organization membership dues or service fees have been made.

FOR THE EMPLOYER

FOR THE UNION

/s/ Janine M. Winters 11/9/95
Janine M. Winters, Director Date
Office of the State Employer

/s/ Victoria L. Cook 11/9/95
Victoria L. Cook, President Date
Local 31-M, SEIU, AFL-CIO

/s/ Susan O'Doherty 11/9/95
Susan O'Doherty Date

APPENDIX C-6

**SEIU LOCAL 517-M
HUMAN SERVICES SUPPORT UNIT**

LETTER OF UNDERSTANDING

**BLUE HEALTH CONNECTION
DURABLE MEDICAL EQUIPMENT AND PROSTHETIC AND ORTHOTIC
APPLIANCES**

During the negotiations in 2004, the parties agreed to implement the Disease Management Program known as Blue Health Connection as provided in Article 22, Section 4(I).

The parties also agreed to amend the State Health Plan benefit for a durable medical equipment (DME), and a prosthetic and orthotic appliance network as provided for in Article 22, Section 4, Paragraph S, on a one (1) year trial basis. After one (1) year of experience at the new benefit level, the Union may elect to continue the benefit at that level or return to the former benefit level of coverage at 90% after meeting the deductible.

Both of these programs will result in improved benefits for employees and a cost savings to the State Health Plan. The parties therefore agree to request Civil Service Commission approval to implement these provisions effective April 1, 2005 or as soon as administratively feasible thereafter.

FOR THE UNION

FOR THE EMPLOYER

/s/ Jackie Adams 2/17/05
Jackie Adams, President
HSS Division, SEIU Local 517M

/s/ Thomas S. Fredericks 2/17/05
Thomas S. Fredericks
Office of the State Employer

APPENDIX C-7

LETTER OF UNDERSTANDING

Article 22 Economics

Section 3- The State Health Plan

The attached 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 with 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 1-1-09	Office Visits \$10 Office Visits \$15 Services 0% Or 10% Emergency 0%	Most Services 10% (See 2. Below)
Effective 10-1-08	Emergency room visit \$50 co-pay if not admitted	Emergency room visit \$50 co-pay if not admitted
Preventive Services	Covered at 100% Limited to \$1,500per 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.

APPENDIX C-8

SEIU LOCAL 517M
HUMAN SERVICES SUPPORT UNIT

LETTER OF UNDERSTANDING
CHIROPRACTIC PILOT
Article 22

During the negotiations in 2004, the parties agreed to amend the State Health Plan PPO chiropractic spinal manipulation benefit as provided for in Article 22, Section 4, Paragraph R, on a one (1) year trial basis. After one (1) year of experience at the new benefit level, the Union may elect to continue the benefit at that level or return to the former benefit level of coverage at 90% after meeting the deductible.

FOR THE UNION

FOR THE EMPLOYER

/s/ Charlotte L. Duncil 11/1/04

Charlotte L. Duncil
President
HSS Division, SEIU Local 517M

/s/ Jan F. Miller 11/1/04

Jan F. Miller
Office of the State Employer

APPENDIX C-9

SEIU LOCAL 517M
HUMAN SERVICES SUPPORT UNIT

LETTER OF UNDERSTANDING

Article 5, Section 5

During negotiations in 2007, the parties agreed the Union would pay to the State of Michigan the amount of \$200 per month during the term of this Agreement as rent for the Union office space currently being used by the Union.

For the Union

For the Employer

/s/ Jackie Adams

/s/ Thomas Fredericks

APPENDIX C-10

**SEIU LOCAL 517M
HUMAN SERVICES SUPPORT UNIT**

Letter of Understanding

Article 7, Section 3
Grievance Chair

During negotiations in 2007, the parties agreed to establish a special administrative leave bank in the amount of 2088 hours effective January 1, 2008. This bank shall be for use by a Union official to provide for contract administration activities. The Union shall notify the Employer in writing of the name and department of such official who is entitled to sue this bank. In the event that the named Union Representative's absence from the work place would create serious operational problems for the Employer, the parties shall meet in an attempt to resolve the problems. Such resolution may include the designation of an alternative representative by the Union.

Time from this bank is intended to be used to resolve problems and to further a mature labor-management relationship. It is not intended to be used by the Union official for representation activities in work areas. If the time is used to meet with employees, such employees shall not be on work time.

Provisions for notice of use of hours from this bank shall be mutually agreed to by the parties. The hours in this bank may only be used within the calendar year in which they are granted and shall not be carried forward from one year to another. This bank shall be renewed annually on a calendar year basis during the term of this agreement.

For the purpose of seniority accrual, time spent by such employee shall be considered as time worked unless prohibited by applicable legislation. Nothing in this Subsection is intended to limit the time spent in bilateral activities pursuant to Article 8.

For the Union

For the Employer

/s/ Jackie Adams

/s/ Thomas Fredericks

APPENDIX C-11

SEIU LOCAL 517M
HUMAN SERVICES SUPPORT UNIT

Letter of Understanding

Article 22, Section 1

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 reopener for the year, or years, in which that increase was effective. This Letter of Understanding shall expire September 30, 2011.

For the Union

For the Employer

/s/ Jackie Adams

/s/ Thomas Fredericks

APPENDIX C-12

**SEIU LOCAL 517M
HUMAN SERVICES SUPPORT UNIT**

Letter of Understanding

Article 22, Section 4

SEIU Local 517M Prescription Drug Communication Committee

During the 2007 negotiations, the Office of the State Employer and SEIU Local 517M agreed to establish a joint committee for the purpose of determining the best way communicate the changes to unit employees in the prescription drug program. Those changes include, but are not limited to, the Generics Preferred program, Step Therapy, and Drug Quantity Management.

The committee will hold its first meeting on or before May 1, 2008 and will make its recommendations, to OSE and the Union no later than June 30, 2008, unless extended by mutual Agreement of the parties.

For the Union

For the Employer

/s/ Jackie Adams

/s/ Thomas Fredericks

APPENDIX C-13

**SEIU LOCAL 517M
HUMAN SERVICES SUPPORT UNIT**

Letter of Understanding

Article 3, Section 5

Contracting Committee

During the 2007 negotiations, the Office of the State Employer and SEIU Local 517M agreed to establish a joint committee for the purpose of reviewing the contracting out of services including CS-138's.

For the Union

For the Employer

/s/ Jackie Adams

/s/ Thomas Fredericks

APPENDIX D-1

Article 22, SECTION 11. PERSONAL LEAVE DAY

The following principles apply to the crediting of hours for the Personal Leave Day:

1. Full-time employees on payroll on October 1 get 16 hours regardless of anything else.
2. Full-time employees not actively at work on October 1 get 16 hours when they return from leave of absence or lost time.
3. Full-time employees who were laid off on October 1, but subsequently recalled to a full-time position have the personal leave grant pro-rated based on the number of pay periods remaining in that fiscal year.
4. Less than full-time employees get a proportionate personal leave grant based on the average hours in pay status during the most recent six biweekly work periods to October 1 (including the period which contains October 1 and work periods when not in pay status).
5. Permanent-intermittent employees who work 80 hours during the pay period which includes October 1 are entitled to 16 hours personal leave.

APPENDIX D-2

HOLIDAY PAY FOR PERMANENT-INTERMITTENT EMPLOYEES

Permanent employees working less than full time shall qualify for paid holiday absence as follows:

1. Employees are entitled to a full holiday credit of eight hours if they otherwise have been in full pay status for the pay period in which the holiday falls.
2. Employees not in full pay status for the pay period in which the holiday falls are entitled to proportionate holiday credit based on the average hours in pay status during the six biweekly work periods (including work periods when not in pay status) preceding the work period in which the holiday occurs.
 - a. Permanent employees not in pay status during the biweekly work period when a holiday occurs are entitled to proportionate holiday credit upon return from furlough.
 - b. Newly hired employees who have completed less than six biweekly work periods are entitled to proportionate holiday credit based on the average hours in pay status since appointment.

APPENDIX I

HUMAN SERVICES SUPPORT BUMPING POOL PROCEDURES

1. The Employer identifies the number of surplus "S" positions by class/level and by work location who shall be designated as surplus employees to bump or be laid off and places the surplus employees in seniority order. If the Employer intends to lay off out of line seniority pursuant to Article 13, Section 3.B(1), the employee(s) who occupies the certified position(s) identified by the Employer shall not be identified as surplus nor shall she/he be placed in seniority order.
2.
 - A. Identify the number of least senior positions in the Layoff Unit, which do not have a selective or departmental certification, equal to the number of surplus positions.
 - B. Identify the number of least senior selectively certified positions and/or departmentally certified positions equal to the number of surplus employees eligible to bump into the selectively or departmentally certified positions. In the event a surplussed employee(s) meets the eligibility criteria for more than one certification category, the position(s) identified for inclusion in the bumping pool will be the position(s) occupied by the least senior employee(s) eligible to be bumped by the surplussed employee(s).
 - C. The employees identified in A, plus the employees identified in B, shall be placed in seniority order and shall be considered the bumping pool, "A".
3. Identify the most senior surplus employee and review his/her predesignated Work Location Preference Form.
4. Identify what the most senior employee has designated as the preferred work locations in priority order.
5. In accordance with the provisions of Article 13, the Employer will bump the most senior "S" employee to the first designated preferred position in the Pool if there is a less senior employee occupying a position in a class/level that the surplus employee is eligible to bump. If no available work location with a less senior employee in the Bumping Pool is selected, the most senior "S" employee is laid off.
6. Identify the next most senior "S" employee and repeat Steps 3, 4, and 5 until all "S" employees outside the Bumping Pool have been allowed to exercise their bumping preference in seniority order.

7. If one or more employees in the Bumping Pool have not been surplus-ed or bumped, the Employer will then identify and place in seniority order employees in the Pool who have been surplus-ed or bumped. The Employer shall then repeat Steps 4 and 5 until all of the more senior affected employees have been given an opportunity to bump into an available less senior Pool position.
8. An employee eligible for certified positions retains the right to bump into certified positions based on his/her eligibility criteria, seniority, and bumping preferences, and into non-certified positions based on his/her seniority and bumping preferences.

APPENDIX J

ARTICLE 22 - 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 screening covered for those at risk	Covered 100%	Not covered
Fecal Occult Blood Screening	Covered-100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered 100%	Not covered
Prostate Specific Antigen (PSA) Screening	Covered-100%, one per calendar year	Not covered

PREVENTIVE SERVICES NOT SUBJECT TO MAXIMUM LIMIT

Mammography Screening for standard film. covers digital up to standard film rate	Covered 100%	Covered-90% after deductible
	One per calendar year, no age restrictions	
Colonoscopy Exam (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 copay	Covered - 90% after deductible, must be medically necessary
Effective 10-1-08:	Covered - \$15 copay	
Outpatient and Home Visits	Covered – 100% after deductible	Covered - 90% after deductible, must be medically necessary
Office Consultations	Covered - \$10 copay	Covered - 90% after deductible, must be medically necessary
Effective 10-1-08:	Covered - \$15 copay	

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
Effective 10-1-08:	Covered 100%,after a \$50 co-pay if not admitted, for emergency medical illness or accidental injury	Covered 100%,after a \$50 co-pay if not admitted, for emergency medical illness or accidental injury
Ambulance Services - medically necessary for illness and injury	Covered 100% after deductible	Covered 100% after deductible

Diagnostic Services

Laboratory and Pathology Tests	Covered – 100% after deductible	Covered - 90% after deductible
Diagnostic Tests and X-rays	Covered – 100% after deductible	Covered - 90% after deductible
Radiation Therapy	Covered – 100% after deductible	Covered - 90% after deductible

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes care provided by a Certified Nurse Midwife	
Delivery and Nursery Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes delivery provided by a Certified Nurse Midwife	

Hospital Care

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies, and 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 in network deductible	Covered – 100% after in network deductible
	730 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 in designated facilities only	Covered – 100% after deductible in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow – when coordinated through the TPA - specific criteria applies	Covered – 100% after deductible	Covered – 90% after deductible
Kidney, Cornea and Skin	Covered – 100% after deductible	Covered – 90% after deductible

Mental Health Care and Substance Abuse - Covered under non-BCBSM contract

Inpatient Mental Health	100% to 365 days per year. Partial Day Hospitalization at 2:1 ratio	50%, to 365 days per year
Outpatient Mental Health Care	90% of network rates	50% of network rates
Inpatient Alcohol & Chemical Abuse Care	100% of two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio.	50% of two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio.
	Halfway House 100%	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 COPAY	Covered – 90% after deductible
Effective 10-1-08:	Covered – \$15 COPAY	
	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%	Covered 80% of approved charges

Other Services

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.	
Effective 10-1-08:	\$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, Copays and Dollar Maximums

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

APPENDIX M
LETTER OF UNDERSTANDING
SEIU COALITION
IMPLEMENTATION OF PREFERRED PROVIDER ORGANIZATION
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

The parties have previously entered into collective bargaining agreements which provide that, working through subcommittees, the parties will explore managed care, preferred provider systems, structural changes in 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. These Agreements were approved by the Civil Service Commission on January 26, 1993.

The parties have now met in subcommittees on numerous occasions, at which they were assisted by the staff of the Department of Civil Service Employee Benefits Division. Pursuant to those subcommittee discussions, the parties now agree that, effective with the first full pay period in July 1993 (or as soon thereafter as administratively feasible), covered benefits in the area of mental health/substance abuse services will be "carved out" of the State Health Plan and provided to bargaining unit employees through a Preferred Provider Organization (PPO). The parties expect that the state would realize substantial and significant cost savings in the area of mental health/substance abuse services while increasing the accessibility and quality of such benefits by providing services not currently available under the State Health Plan. Among the additional services are:

- A 24-hour/day, 7-day/week "800" toll-free telephone staffed by mental health care professionals to provide immediate referral and assistance to enrolled employees and their dependents;
- A "managed care" plan providing ongoing evaluation and management of cases by professionals familiar with the most appropriate treatment settings;
- Monitoring of provider effectiveness in the various treatment plans;
- Direct interface with the Department of Civil Service Employee Services Program to provide for a coordinated continuum of care; and
- Elimination of the \$50/\$100 annual deductible for outpatient services provided within the network.

The parties acknowledge that one of the principal underlying concepts of a PPO managed health care system is that enrolled employees and their covered dependents are expected to use a network of providers who have agreements

with the PPO administrator (“the Administrator”) and, if services are obtained from non-network providers, financial sanctions will be imposed. While the final authority over such issues as scope of coverage, benefit design, and the relative responsibilities of the PPO and the patient for payment of charges is contained in the Request for Proposal and selected Vendor’s Response to Proposal, in general:

- Covered inpatient services provided by a network provider will be paid directly to the provider at 100% of approved charges; there will be no annual deductible.
- Covered outpatient services provided by a network provider will be paid directly to the provider at 90% of approved charges, with a 10% co-payment of the approved charge on the part of the patient; there will be no annual deductible.
- Except during the transition period (including any extension period) described below, covered inpatient and outpatient services provided by a non-network provider will be paid by the patient who, after meeting an annual deductible of \$50/person and \$100/family, will be reimbursed by the Administrator for the lesser of 50% of the billed charges, or 50% of the allowable charges authorized by the PPO Administrator.
- The annual \$3500 maximum benefit for outpatient services is maintained.

Participating providers of covered mental health/substance abuse services will be selected, maintained and removed by the Administrator in accordance with standards of professional qualifications and practice established by the Administrator. Employees will be encouraged to provide the Administrator with the name and business address of any provider(s) from whom the employee or a covered dependent has received covered services so that the Administrator may contact him/her and, if s/he meets the Administrator’s standards of professional qualification and practice and agrees to accept the PPO Administrator’s treatment protocols, solicit his/her participation as an in-network provider.

1. Transition Period. Employees/covered dependents who are receiving inpatient mental health/substance abuse services at the time the PPO is implemented will not become covered by the PPO program (but will remain in their current State Health Plan coverage) until being discharged from the inpatient facility. Employees/covered dependents who are receiving mental health/ substance abuse outpatient services from a non-network provider at the time the PPO is implemented will be afforded a 90-day transition period during which they may continue and complete the treatment plan with the non-network provider. Billed charges for covered services received from the non-network provider during this transition period will be paid in accordance with reimbursement procedures of the State Health Plan in effect prior to the implementation of the PPO, unless the provider becomes a participating provider under the network. If, at the end of the 90-day transition period, the patient has not been

authorized an “extension period” by the Administrator (as described below), and the patient continues or renews receiving services from a non-network provider, the non-network provider’s charges for covered services will be reimbursed by the Administrator at the rate of 50% of the billed charges, but not to exceed an amount equal to 50% of the allowable charges authorized by the PPO Administrator.

2. Extension Period. The parties acknowledge that in some cases, due to the nature of the patient’s condition and/or treatment plan, a 90-day period for patients to make a transition from a non-network provider to a network provider may not be sufficient to permit the quality of services to be maintained. The Administrator will maintain and communicate to enrolled employees a procedure by which a patient may request a professional opinion from a network provider designated by the PPO Administrator on the question of whether (from a clinical standpoint) authorized treatment with the current non-network provider should be extended beyond the initial transition period. If the Administrator grants an extension period, the patient may continue receiving covered services for a period of time until the need for treatment, based on the second opinion, ends or 90 days following the expiration of the transition period, whichever comes first. During this extension period the non-network provider’s charges for covered services will be paid in accordance with the procedures of the State Health Plan in effect prior to the implementation of the PPO.

3. Geographic Accessibility. The parties recognize that there may be areas within the state where the closest network provider is not located within a reasonable distance from the patient’s residence, and there is no expectation that one will be locating within a closer distance within the period during which covered services are authorized. If there is no network provider within a reasonable distance (as determined by the Director of the Department of Civil Service Employee Benefits Division) from the patient’s home address, the Administrator will authorize payment for covered services which are provided by a non-network provider as currently provided under the State Health Plan in effect prior to the implementation of the PPO.

4. Conflicts of Interest. There may be circumstances in which a network provider is also a state employee, or is providing contractual services to a state agency, at a worksite where bargaining unit employees are employed. The parties recognize that employees expect and require as much privacy as possible in their relationship with their treatment provider; requiring an employee to choose between using the services of a network provider with whom the employee works, versus assuming responsibility for a larger share of the billed charges because a non-network provider has been selected for covered services, could cause this privacy interest to be compromised. The parties therefore agree that the Administrator will maintain a system of alternative provider referrals and equivalent covered expense reimbursement which assures that, at the patient’s option, network providers for state employees and their dependents are neither state employees, nor providing contractual services to a state agency, at a worksite where the state employee is employed.

5. Selection of Administrator. The parties recognize that the public policy of the State of Michigan is to obtain services paid for out of public funds through an open competitive process, and that the selection of a Mental Health and Substance Abuse Services PPO Administrator is subject to this policy. The parties also recognize that their success in implementing a Mental Health and Substance Abuse Services PPO can be influenced to a considerable extent by the acceptability of the PPO Administrator to the enrolled employees and their bargaining representatives. The parties therefore agree that the SEIU Coalition will be afforded the opportunity to designate one official representative of the Coalition and up to two additional observers to the Joint Evaluation Committee that is appointed by the Department of Management & Budget Purchasing Division to review bid specifications, evaluate qualified bids, and select one or more Mental Health and Substance Abuse Services PPO Administrators for FY93-94, and a single PPO administrator during FY94-95. The parties understand that it is the intent to select not more than three Mental Health and Substance Abuse Services PPO Administrators to implement such plans during FY93-94, and that the process of assigning a particular Mental Health and Substance Abuse Services PPO Administrator to the respective bargaining units will be consultative to the maximum extent feasible. The parties also understand that the JEC will evaluate the relative performance of all the Mental Health and Substance Abuse Services PPO Administrators that are initially selected to provide services to groups of state classified employees during FY93-94, and that the JEC will be used to select a single vendor of such mental health/substance abuse PPO services for all applicable groups of classified employees during the first quarter of FY94-95. In the event that the vendor providing services to the SEIU Coalition is not the one selected to be the state's single vendor, the provisions of Section 1, Transition Period, and Section 2, Extension Period, above shall apply.

6. Termination of Participation. The parties understand that the agreement with the vendor(s) will contain a thirty-day cancellation clause under which the Department of Civil Service may terminate the agreement for cause. The parties recognize that the SEIU Coalition (and/or the Employer) may not be completely satisfied with the experience under the mental health/substance abuse PPO. The parties therefore agree that they will meet on a regular quarterly basis throughout FY93-94 and FY94-95, and during the month of March 1995 to review any substantive problems encountered by unit members and/or the state under the PPO; determine whether such problems can be corrected during the balance of FY93-94, FY94-95 and FY95-96; and, if so, determine what course of action will best achieve these corrections without changes in the agreed-upon benefit design and coverages. The views of the Department of Civil Service Employee Benefits Division on these issues will be solicited and given maximum consideration by all of the parties, but will not be controlling upon any of the parties. If, as a result of this review and the parties' good faith attempts to resolve the problems identified, either of the parties wishes to propose that participation in the PPO be terminated at the end of FY94-95, such proposal shall be made to the other party not later than Friday, April 7, 1995. If such proposal to

terminate participation is not accepted by the other party by Friday, April 21, 1995, the party making the proposal shall submit the question to the State Personnel Director for resolution in accordance with §6-13.1 of the Civil Service Commission's Employee Relations Policy Rule. If the proposal to terminate participation in the PPO at the end of FY94-95 is supported by the Civil Service Commission, the benefits and coverages in effect during FY95-96 shall be as provided by the Civil Service Commission.

/s/ Phillip L. Thompson 6/7/93
Michigan Professional Date
Employees Society, SEIU

/s/ James B. Spellicy 6/7/93
Office of the State Employer Date

/s/ Victoria L. Cook 6/7/93
Local 31-M, SEIU Date

/s/ Fred R. Parks 6/7/93
Michigan Corrections Date
Organization, SEIU