

Article 22

ECONOMICS

SECTION 1. GENERAL WAGE INCREASE.

A. Fiscal Year 2016-2017.

1. On October 1, 2016 the base hourly rate in effect at 11:59 p.m. on September 30, 2016, for each step in the Bargaining Unit shall be increased by 1% (one percent).

2. At the end of the first full pay period in October, 2016, each full-time employee who is on the payroll as of October 2, 2016, and who has accumulated no less than two thousand eighty (2080) hours of current continuous service since October 1, 2015, shall be paid a one-time cash payment of 1.5% of the annualized base hourly rate of pay in effect as of October 2, 2016, which shall not be rolled into the base wage. For a full-time employee who has accumulated less than two thousand eighty (2080) hours of current continuous service since October 1, 2015, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned after October 1, 2015, and two thousand eighty (2080) hours, times 1.5% of the annualized base hourly rate of pay in effect as of October 2, 2016. At the end of the first full pay period in October, 2016, or the first subsequent pay period in Fiscal Year 2016-17 for which the employee receives a pay check, each permanent-intermittent employee, part-time employee or seasonal employee, who is on the payroll as of October 2, 2016, and who was either: 1) on the payroll on October 1, 2015, 2) on furlough on October 1, 2015, 3) on seasonal layoff on October 1, 2015, who has accumulated less than two thousand eighty (2080) hours of current continuous service between October 1, 2015, and September 30, 2016, shall be paid a one-time cash payment which shall not be rolled into the base wage. For each such employee, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned between October 1, 2015, and September 30, 2016, and two thousand

1 eighty (2080) hours, times 1.5% of the annualized base hourly rate of pay in effect
2 as of October 2, 2016.

3
4 B. Fiscal Year 2017-2018.

5 On October 1, 2017, the base hourly rate in effect at 11:59 p.m. on September 30,
6 2017, for all steps in the pay ranges for all bargaining unit classifications shall be
7 increased by three percent (3%).

8
9 C. Fiscal Year 2018-2019.

10 On October 1, 2018, the base hourly rate in effect at 11:59 p.m. on September 30,
11 2018, for all steps in the pay ranges for all bargaining unit classifications shall be
12 increased by two percent (2%).

13
14 SECTION 2. GROUP INSURANCE ENROLLMENT.

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

18
19 Insurance elections made during the annual open enrollment process are effective the
20 first day of the first full pay period in October, unless otherwise indicated.

21
22 Employee premium share for health, dental and vision insurance shall be as specified in
23 the charts appended to this Agreement. Employees hired on or after January 1, 2000,
24 who are appointed to a position with a regular work schedule consisting of 40 hours or
25 less per bi-weekly pay period shall pay 50% of the premium for health, dental and vision
26 insurance. This shall not apply to an employee appointed to a permanent-intermittent
27 position. Eligibility for enrollment shall be in accordance with current contractual
28 provisions. Employees who have a regular work schedule of 40 hours or less per
29 biweekly pay period who are temporarily placed on a regular work schedule of more than
30 40 hours per biweekly pay period for a period expected to last six months or more shall

1 be considered as working a regular work schedule of more than 40 hours for the period
2 of the temporary schedule adjustment.

3
4 Financial incentives for selection of certain lower cost plans or for opting out of coverage
5 will continue to be offered. The incentive amount and payment schedule will be
6 determined in conjunction with the annual rate setting process administered by the Civil
7 Service Commission and the State Personnel Director.

8
9 Group insurance plan provisions shall be effective at the beginning of the first full pay
10 period in October, unless otherwise specified.

11
12 SECTION 3. HEALTH INSURANCE.

13 The State agrees to continue to offer health plans that are compliant with the requirements
14 of the Patient Protection and Affordable Care Act (PPACA) and its implementing
15 regulations. No plan will be offered where the total aggregate cost when calculated in
16 accordance with the Internal Revenue Service (IRS) regulations would exceed PPACA
17 excise tax limits. Coverage details, including premium share, deductibles, co-pays and
18 coinsurance and out-of-pocket maximum (OOPM) amounts and effective dates are
19 described in Appendix J-2. Plans offered will include:

- 20
- 21 • The State Health Plan Preferred Provider Organization (SHP PPO)
 - 22 • Health Maintenance Organization(s) (HMOs),
 - 23 • A Catastrophic Health Plan
- 24

25 The aggregate cost for the SHP PPO and HMO's extending into 2020 must fall below the
26 federal excise tax thresholds established by the IRS under PPACA. The aggregate cost
27 which must be counted toward the applicable 2020 federal excise tax threshold will be
28 calculated in accordance with IRS guidelines.

29

1 The Employer agrees to provide notice as soon as administratively feasible, but not later
2 than July 15, 2019, of the SHP PPO rates and HMO rates for FY 20. If the aggregate cost
3 for any one of the health insurance plans offered by the State for enrollment in August
4 2019 (the SHP PPO or any HMO's) extending into 2020 exceeds federal excise tax
5 thresholds established by the IRS, the parties agree that beginning with the Flexible
6 Spending Account (FSA) enrollment for calendar year 2020, the medical spending
7 account option will be reduced or eliminated to maintain aggregate cost below the
8 applicable 2020 federal excise tax thresholds, unless prohibited by law, or if doing so
9 would invalidate the plan in whole or in part resulting in additional costs to the Employer
10 and/or employees.

11
12 A. The SHP PPO shall include coverage for the following:

13
14 **(1) Wellness and Preventive Coverage.**

15 In-network Wellness and Preventive Coverage will continue to be provided as
16 required by the PPACA and as outlined in Appendix J-2.

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

22 **(2) Prescription Drugs.**

23 In order to promote the usage of generic prescription drugs to reduce costs
24 while maintaining the quality of care, the Pharmacy Benefit Manager (PBM)
25 will automatically substitute an approved generic drug for prescriptions written
26 for multi-source brand name drugs, except for a list of narrow therapeutic index
27 agents, e.g., Dilantin. In those instances when a physician prescribes a multi-
28 source brand name drug and indicates on the prescription, "Dispense As
29 Written" or DAW, the brand name drug will be dispensed and the enrollee will

1 pay the applicable preferred or non-preferred brand name co-payment plus
2 the difference in cost between the generic drug and the brand name drug.
3 Brand name drugs are deemed to be non-preferred because of the availability
4 of a generic equivalent or a therapeutically or chemically equivalent brand
5 name drug. Maintenance drugs filled at a participating retail pharmacy will only
6 be approved up to a 34-day supply.

7 The Employer shall continue to offer a mail order prescription drug option for
8 maintenance drugs. At the employee's option, an employee may elect to
9 purchase maintenance prescription drugs filled at up to a 90-day supply
10 through the mail order option.

11 The employee co-pays for drugs at retail and through mail order are listed in
12 Appendix J-2.

13 **(3) Second Surgical Opinions.**

14
15 An individual will be entitled to a second surgical opinion. If that opinion
16 conflicts with the first opinion the individual will be entitled to a voluntary third
17 surgical opinion. Second and third surgical opinions shall also be subject to
18 applicable copays and deductibles as provided in Appendix J-2.

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

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

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

4 **(5) Hospice Care.**

5 Hospice care shall be available to terminally ill enrollees. Services must be
6 provided by a participating hospice program, and written statements of
7 prognosis may be required. Covered hospice benefits include physical,
8 occupational and speech language therapy, Home Health Aid services,
9 medical supplies and nursing care. See Appendix J-2 for deductible and co-
10 pay amounts.

11 **(6) Birthing Centers.**

12 Birthing center care shall be available to employees at their option in lieu of
13 hospitalization. Birthing center care is covered under the delivery and nursery
14 care benefits set forth in Appendix J-2.

15 **(7) Hearing Care Program.**

16 The hearing care program will include audiometric exams, hearing aid
17 evaluation tests, hearing aids and fitting subject to the applicable office call
18 fee for the examination and shall be available once every thirty-six (36)
19 months unless significant hearing loss occurs earlier and is certified by a
20 physician. When medically appropriate, binaural hearing aids are a covered
21 benefit. See Appendix J-2.

22 **(8) Weight Reduction.**

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

1 **(a)** The employee or covered dependent is obese as defined by being more
2 than one hundred (100) pounds overweight or more than fifty percent
3 (50%) over ideal weight and weight loss clinic attendance is prescribed
4 by a licensed physician, or

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

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

10 **(9) Durable Medical Equipment.**

11 Durable medical equipment (DME) and prosthetic and orthotics appliances
12 are covered benefits as outlined in Appendix J-2, Medically necessary
13 orthopedic inserts prescribed by a licensed physician are included as a
14 covered benefit.

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

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

19 **(11) Smoking Cessation.**

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

22
23 **(12) In-and-out-of-network process.**

24 An employee may be eligible to receive a waiver to allow in-network coverage
25 by out-of-network providers if in-network providers are not available within a
26 standard distance below, or based on the type of services required.

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

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

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

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

17 If a member does not have access to the network but then additional
18 providers join the network so that the member would now be considered in-
19 network, the member will be notified and given a reasonable amount of time
20 in which to seek care from an in-network provider. Care received from a
21 non-network provider after that grace period will be considered out-of-network
22 and the out-of-network deductibles, co-payments, coinsurance and out-of-
23 pocketed maximums will apply. If a member is undergoing a course of
24 treatment at the time he or she becomes in-network, the in-network rules will
25 continue for that course of treatment only pursuant to the PPO Standard
26 Transition Policy. Once the course of treatment has been finished, the
27 member must use an in-network provider or be governed by the out-of-
28 network rules.

1 **(13) Subrogation.**

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

11 **(14) Telemedicine.**

12 An optional telemedicine program will be available for health and mental
13 health services, subject to applicable office visit copays and deductibles. See
14 Appendix J-2.

15 **B. Health Maintenance Organization (HMO).**

16 As an alternative to the State Health Plan, enrollment in HMOs may be is offered to those
17 employees residing in areas where qualified licensed HMOs are in operation. HMO
18 Coverage information is provided in Appendix J-2.

19 SECTION 4. DENTAL EXPENSE PLAN.

20 **(a)** The State agrees to continue to offer dental plans. Coverage details, including
21 premium share, co-pays, annual maximum and separate lifetime orthodontic
22 maximum and effective dates are described in Appendix J-3. Plans offered will
23 include:

- 24
- 25 • The State Dental Plan Preferred Provider Organization
 - 26 • A Dental Maintenance Organization (More Dental Maintenance Organizations
27 shall be explored)

- 1 • A Preventive Dental Plan

2
3 **(b) Covered Dental Expenses:** The Dental Expense Plan will pay for incurred claims
4 for employee and/or enrolled dependents at the applicable percentage of either
5 the actual fee or the usual, customary and reasonable fee, whichever is lower, for
6 the dental benefits covered under the Dental Expense Plan.

7 Coverage for the following services under each plan is listed in Appendix J-3.

8 **(1) Diagnostic Services:**

9 Oral examinations and consultations twice in a fiscal year.

10 **(2) Preventive Services:**

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

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

14 Space maintainers for children up to age 14.

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

17 **(3) Radiographs:**

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

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

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

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

22 Gold inlay and outlay restorations.

23 **(5) Major Restorative Services:**

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

3 **(6) Oral Surgery:**

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

6 **(7) Endodontic Services: Root canal therapy;**

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

9 Periapical services to treat the root of the tooth.

10 **(8) Periodontic Services:**

11 Periodontal surgery to remove diseased gum tissue surrounding the tooth;
12 Adjunctive periodontal services, including provisional splinting to stabilize
13 teeth, occlusal adjustments to correct the biting surface of a tooth and
14 periodontal scaling to remove tartar from the root of the tooth;

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

16 **(9) Bonding:**

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

21 **(10) Prosthodontic Services:**

22 Repair or rebasing of an existing full or partial denture;

23 Initial installation of fixed bridgework;

1 Implants;
2 Initial installation of partial or full removable dentures (including adjustments
3 for six [6] months following installation);
4 Construction and replacement of dentures and bridges (replacement of
5 existing dentures or bridges is payable when five [5] years or more have
6 elapsed since the date of the initial installation).

7 **(11) Sealants:**

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

12 **(12) Orthodontic Services:**

13 Minor treatment for tooth guidance;
14 Minor treatment to control harmful habits;
15 Interceptive orthodontic treatment;
16 Comprehensive orthodontic treatment;
17 Treatment of an atypical or extended skeletal case;
18 Post-treatment stabilization; Separate lifetime maximum of \$1,500 per each
19 enrollee; Orthodontic services for dependents up to age 19; for enrolled
20 employee and spouse, no maximum age. Orthodontic coverage shall be
21 extended to each dependent up to age 25 if the dependent is a full-time
22 student at an accredited institution.

23 **(c) Dental At-Point-of-Service PPO**

1 Employees and dependents enrolled in the State Dental Plan may access the
2 improved benefit levels specified in Appendix J-3 by utilizing dental care providers
3 that are members of the Point-of-Service PPO.

4 SECTION 5. VISION CARE INSURANCE.

5 a. The State agrees to continue to offer a vision plan. Coverage details for
6 participating and non-participating providers, are described in Appendix J-4.
7 Except for employees appointed to a position with a regular work schedule
8 consisting of 40 hours or less per bi-weekly pay period as provided above, the
9 Employer shall pay one hundred percent (100%) of the applicable premium for
10 employees covered by this Agreement for the Group Vision Plan.

11 b. Benefits payable for participating providers under the Plan will be as follows:

12 **(1) Examination:** Payable once in any twelve (12) month period with an
13 employee copayment identified in Appendix J-4.

14 **(2) Suitability Exam:** A contact lens suitability exam determines whether you
15 can wear contact lenses. The fee for this exam is included in the allowance
16 for the contact lenses.

17
18 **(3) Replacement Frequency:** The Plan will cover eyeglass lenses, frames or
19 contact lenses once every twelve (12) months if there is a prescription
20 change.

21
22 **(4) Eyeglass Lenses:** Lenses are payable once every twelve (12) or twenty-four
23 (24) months with an employee co-payment as identified in Appendix J-4 for
24 eyeglass lenses and frames. The standard lens size definition is 60
25 millimeters in diameter. If a larger lens is selected, the employee must pay for
26 the additional expense attributable to lens size greater than 60 millimeters in
27 diameter.

28

1 **(5) Special Lenses:** The Plan will cover slab off prism and prism lenses with no
2 additional charge to the employee. Lenticular lenses are payable as defined
3 in item 3 above.

4
5 **(6) Contact Lenses**

6 **Medically Necessary:** The Plan will cover medically necessary contact
7 lenses once every twelve (12) months with an employee co-payment
8 identified in Appendix J-4. Medically necessary means (a) must correct the
9 member's acuity to 20/70 or better in the better eye or (b) the member has
10 one of the following visual conditions: kerataconus, irregular astigmatism, or
11 irregular corneal curvature.

12
13 **Not Medically Necessary:** The Plan will pay a maximum allowance identified
14 in Appendix J-4 and the employee shall pay any additional charge of the
15 provider for such contact lenses. The contact lens evaluation is included in
16 the cost of the contact lens allowance.

17
18 **(7) Frames:** The maximum frame allowance is identified in Appendix J-4 and the
19 employee shall pay any additional charge from the provider for the frames.

20
21 **(8) Lens Options:** The Plan will cover Rose Tint 1 and Rose Tint 2 or
22 Photochromatic tint at no additional charge to the employee

23
24 **c.** Plan payments for out of network providers are identified in Appendix J-4.

25
26 **d. Computer Glasses:** Employees who are required to use computers and other
27 digital devices or microfiche readers on a full-time basis shall be eligible for
28 reimbursement for an initial Vision Testing Examination at rates provided herein
29 on regardless of when they were last examined, or on an annual basis in
30 conjunction with a routine eye exam.

1 Such employees who require prescription corrective lenses which are different
2 than those normally used, are eligible for an additional pair of glasses at the
3 benefit level described in Appendix J-4. These lenses and frames are in addition
4 to those provided under the Vision Care Insurance. An employee obtaining
5 glasses for working who does not otherwise wear glasses would not be covered
6 by this provision.

7 **e. Safety Glasses:** Employees who are required to use safety glasses on a full-
8 time basis, as determined by the departmental employer, and who use
9 prescription eyeglasses shall be eligible for a pair of prescription safety glasses
10 at the benefit level described in Appendix J-4. These lenses and frames are in
11 addition to those provided under the Vision Care Insurance.

12 SECTION 6. LONG TERM DISABILITY INSURANCE.

13 Long Term Disability (LTD) shall continue to be provided under current practices. There
14 shall not be a waiting/qualifying period for a recurrence of the same disability within a 90
15 calendar day period.

16
17 Effective October 1, 2005, the eligibility period for Plan II claimants who remain totally
18 disabled shall be reduced from age 70 to age 65, or for a period of 12 months, whichever
19 is greater.

20
21 Additionally, the benefit period for “mental/nervous” claims shall be limited to twenty-four
22 (24) months from the beginning of the time a claimant is eligible to receive benefits. This
23 limitation does not apply to mental health claims where the claimant is under in-patient
24 care. These changes shall only apply to new claims made after September 30, 2005.

25
26 Effective October 1, 2002, the monthly maximum benefit will increase to \$5,000 for
27 disabilities beginning after September 30, 2002.

1 A. The Employer shall provide a rider to the existing LTD insurance program. All
2 employees who are enrolled in the LTD insurance program shall be automatically
3 covered by this rider. The rider shall provide insurance which will pay directly to the
4 carrier the full amount (100%) of Health Insurance (or HMO) premiums while such
5 employee is on LTD insurance for a maximum of six months for each covered
6 employee. The Employer shall pay 100% of the cost of the premium for such rider. If
7 not prohibited by the IRS, an employee whose LTD rider has expired may transfer
8 immediately to a State-employee spouse's health plan.

9
10 B. Part-time and permanent-intermittent employees who work 40% or more of full time
11 will be eligible for LTD benefits. Premiums for eligible less than full time employees
12 shall be determined in accordance with the current LTD premium schedule for full time
13 employees. The benefit level for employees who actually utilize the LTD benefit shall
14 be based on the employee's average biweekly hours worked the preceding fiscal year,
15 but the dollar amount of the benefit shall be calculated on the basis of the employee's
16 current hourly rate (the hourly rate in effect at the time the employee actually goes on
17 disability leave). Eligibility for coverage shall be the first October 1 following
18 completion of 12 months of employment or at subsequent open enrollment periods
19 which may be established from time to time.

20
21 C. An employee may "freeze" any sick leave accrued during the period when he/she is
22 using up sick leave because of the disability which leads directly to receiving LTD
23 benefits.

24
25 SECTION 7. LIFE INSURANCE.

26 **a. Employee Life:** The Employer shall provide a State-sponsored group life
27 insurance plan which has a death benefit equal to two (2) times annual salary
28 rounded up to the nearest \$1,000, with a minimum \$10,000 benefit. The Employer
29 shall pay one hundred percent (100%) of the premium for this benefit. Less than

1 full-time employees who are working at least 40% or more of full time shall have
2 their benefit level determined as if they were working full-time in a full-time position.

3 **b. Dependent Life:** An employee may enroll legal spouse and/or eligible children in
4 a dependent life insurance plan. Dependent children must be unmarried and
5 between the ages of 14 days and 23 years. The age ceiling under the optional life
6 insurance plan shall not apply to dependents who are documented as being
7 incapacitated by a physical or mental impairment, provided coverage does not
8 terminate for any other reason.

9 **(1)** Employee pays one hundred percent (100%) of premium for optional
10 dependent coverage via payroll deduction.

11 **(2)** Employee may choose between seven (7) levels of dependent coverage:

12 **(a)** Level one insures spouse for \$1,500 and children from age 15 days to 23
13 years for \$1,000.

14 **(b)** Level two insures spouse for \$5,000 and children from age 15 days to 23
15 years for \$2,500.

16 **(c)** Level three insures spouse for \$10,000 and children from age 15 days to
17 23 years for \$5,000.

18 **(d)** Level four insures spouse for \$25,000 and children from age 15 days to
19 23 years for \$10,000.

20 **(e)** Level five insures children only from age 15 days to 23 years for \$10,000.

21 **(f)** Level six insures spouse for \$50,000 and children from age 15 days to
22 23 years for \$15,000.

23 **(g)** Level seven insures children from age 15 days to 23 years for \$15,000.

24

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

4 SECTION 8. CONTINUATION OF GROUP INSURANCES.

5 **a. Upon Layoff.**

6 **(1)** Employees who are laid off, at the time of layoff, may elect to continue
7 enrollment in the SHP PPO (or alternative plan) and life insurance plan by
8 paying the full amount (100%) of the premium. Such enrollment may
9 continue until the employee is recalled or for a period of three (3) years,
10 whichever occurs first. Such employees may also elect to continue
11 enrollment in the Group Dental (or alternative plan) and/or Group Vision
12 Plans by paying the full amount (100%) of the premium. Such enrollment
13 may continue until the employee is recalled or for a period of eighteen (18)
14 months, whichever occurs first. In accordance with Paragraph (2) of this
15 Section, the Employer shall pay the Employer's share of such premiums
16 for two (2) pay periods for employees selecting these options.

17 **(2)** Employees laid off as a result of a reduction in force may elect to pre-pay
18 their share of premiums, if any, for the SHP PPO (or alternative plan),
19 Group Dental Plan (or alternative plan), Group Vision Plan, and life
20 insurance for two (2) additional pay periods after layoff by having such
21 premiums deducted from their last pay check. The Employer shall pay the
22 Employer's share of premiums for the SHP PPO (or alternative plan),
23 Group Dental Plan (or alternative plan), Group Vision Plan, and life
24 insurance for two (2) pay periods for employees selecting this option.
25 Coverage for the State Health Plan (or alternative plan), Group Dental Plan
26 (or alternative plan), Group Vision Plan, and life insurance shall thereafter
27 continue for these two (2) pay periods. Election of this option shall not affect

1 the laid off employee's eligibility for continued coverage as outlined in
2 Paragraph (1) of this Section.

3 **b. Upon Leave.**

4 Employees who are granted a leave of absence may elect to continue
5 enrollment in the SHP PPO (or alternative plan) at the time the leave begins.
6 Except as may be otherwise provided in the Federal Family and Medical Leave
7 Act, for continuation of health plan benefits, such employees shall be eligible
8 for continued enrollment during the leave of absence by paying the full amount
9 (100%) of the premium. Such employees may also elect, at the time the leave
10 begins, to continue enrollment in the life insurance plan for up to twelve (12)
11 months by paying the full amount (100%) of the premium. Such employees may
12 likewise elect to continue enrollment in the Group Dental Plan (or alternative
13 plan) and/or Group Vision Plan for up to eighteen (18) months by paying the
14 full amount (100%) of the premium.

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

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

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

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

1 employee shall be considered retired and the life insurance coverage shall be the
2 same as if the employee had retired.

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

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

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

14 **SECTION 9. VOLUNTARY BENEFITS**

15 Employees in these bargaining units shall be eligible to enroll in a voluntary benefits plan
16 established by the employer. The entire cost of any premiums shall be paid by the
17 employee through payroll deduction or by direct bill as permitted by the specific plan.
18 Benefits offered may include home and auto insurance, voluntary group term life
19 insurance, universal life insurance, and a pre-paid legal plan. Plan offerings will be
20 announced through an annual open enrollment process, and in the event any optional

1 coverage plan is cancelled or withdrawn, employees enrolled in the plan will be sent
2 written notice at least 30 calendar days in advance of the coverage end date.

3 SECTION 10. LABOR MANAGEMENT HEALTHCARE COMMITTEE.

4 The Union shall be entitled to continue to participate in statewide labor management
5 healthcare committee meetings.

6 SECTION 11. HOLIDAYS.

7 On the following holidays, permanent full-time employees shall be allowed eight hours
8 paid absence from work except as provided herein.

9

10 New Year's Day - January 1

11 Martin Luther King Day - Third Monday in January

12 President's Day - Third Monday in February

13 Memorial Day - Last Monday in May

14 Independence Day - July 4

15 Labor Day - First Monday in September

16 Election Day - General Election Day in even-numbered years

17 Veteran's Day - November 11

18 Thanksgiving Day - Fourth Thursday and Friday in November

19 Christmas Eve - December 24

20 Christmas Day - December 25

21 New Year's Eve Day - December 31

22

23 Christmas Eve and New Year's Eve shall be holidays regardless of the day of the week
24 upon which Christmas and New Year's may fall. A holiday that falls on Saturday shall be
25 observed on the preceding Friday. A holiday that falls on Sunday shall be observed on
26 the following Monday. When Christmas Eve or New Year's Eve falls on Friday, the holiday
27 shall be observed on the preceding Thursday. When Christmas Eve or New Year's Eve
28 falls on Sunday, the holiday shall be observed on the preceding Friday. Equivalent

1 provision for time off for holidays falling outside the scheduled workweek shall be made
2 for employees working other than a Monday through Friday schedule.

3
4 Employees who are on an alternative work schedule as provided in Article 15, Section 8,
5 may use annual leave or compensatory time credits to supplement the eight hours'
6 holiday pay up to the number of regularly scheduled hours for the day.

7
8 SECTION 12. PERSONAL LEAVE DAY.

9 Permanent full-time employees who have satisfactorily completed 1,040 hours in State
10 classified service shall receive two personal leave days (16 hours) to be used in
11 accordance with normal requirements for annual leave usage. Such leave shall be
12 granted to less than full-time permanent employees who have satisfactorily completed
13 1,040 hours in State classified service on a pro-rata basis in accordance with current
14 practice regarding holidays. Such leave grant shall be extended to employees returning
15 from leave of absence on their return. Such leave time shall be granted to persons
16 entering the Bargaining Unit (for example, recall from layoff) on a pro-rata basis. However,
17 no employee shall be entitled to more than one grant of personal leave in each fiscal year.
18 Such leave shall be credited to the employee's annual leave counter on each October 1
19 in accordance with Appendix D-1.

20
21 It shall be the employee's responsibility to monitor balances in his/her annual leave
22 counter in order to permit crediting of the personal leave grant on October 1.

23
24 For contractual purposes, personal leave shall be treated the same as annual leave.

25 SECTION 13. ANNUAL LEAVE.

Service Credit	Accrual Rate/ 80 Hrs. Service	Maximum Accrual Cap	Maximum Accumulation
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Agreement Between
The State of Michigan and SEIU 517M, Human Services Support Unit

1 Yr.	(0-2,079 Hrs.)	4.0	256	296
1-5 Yrs.	(2,080-10,399 Hrs.)	4.7	256	296
5-10 Yrs.	(10,400-20,799 Hrs.)	5.3	271	311
10-15 Yrs.	(20,800-31,199 Hrs.)	5.9	286	326
15-20 Yrs.	(31,200-41,599 Hrs.)	6.5	301	241
20-25 Yrs.	(41,600-51,999 Hrs.)	7.1	306	346
25-30 Yrs.	(52,000-62,399 Hrs.)	7.7	316	356
30-35 Yrs.	(62,400-72,799 Hrs.)	8.4	316	356
35-40 Yrs.	(72,800-83,199 Hrs.)	9.0	316	356
40-45 Yrs.	(83,200-93,599 Hrs.)	9.6	316	356

etc.

1

2 A. No annual leave in excess of 240 hours shall be included in final average
3 compensation for the purpose of calculating the level of retirement benefits. Should
4 the Retirement Act be amended or interpreted so as to allow more than 240 hours
5 annual leave to be included in final average compensation, upon request by the Union,
6 the parties agree to negotiate the inclusion of the excess hours in accordance with
7 such amendment or interpretation.

8

9 B. Annual Leave Options - Layoff and Recall.

10

11 A laid-off employee may elect to freeze annual leave up to the accrued balance at the
12 time of layoff. Such balance shall be retained until the employee elects to be paid off
13 for the balance or until the employee's recall rights expire (after six continuous years
14 of layoff), whichever occurs first. Payoff shall be at the employee's last rate of pay.

15

16 Upon recall, regular annual leave provisions shall apply. A permanent employee who
17 does not elect to freeze annual leave and is recalled from actual layoff to the same
18 Appointing Authority may, within two pay periods, buy back up to 15 days (120 hours)
19 of annual leave at the rate at which it was paid off; however, an employee may not

1 buy back more annual leave hours than were paid off upon layoff. Payment for buy
2 back must be in a lump sum and must be made before such annual leave can be
3 used.

4
5 SECTION 14. SICK LEAVE.

6 A. Sick Leave Allowance.

7
8 Every permanent employee covered by this Agreement shall be credited with four
9 hours of sick leave with pay for each completed 80 hours in a biweekly work period,
10 or to a pro-rated amount if paid service is less than 80 hours in the pay period. Paid
11 service in excess of 80 hours shall not be counted.

12
13 Sick leave shall be credited at the end of the biweekly work period. Sick leave shall
14 be considered as available for use only in the pay period subsequent to the biweekly
15 work period in which it is earned. When paid service does not total 80 hours in a
16 biweekly work period, the employee shall be credited with a pro-rated amount of leave
17 for that work period based on the number of hours in pay status divided by 80 hours
18 multiplied by four hours.

19
20 B. Sick Leave Payment at Separation.

21
22 An employee who separates employment through retirement or death shall be paid
23 for one-half of unused accumulated sick leave at his/her last rate of pay. In case of
24 death, such payment shall be made to the employee's beneficiary or estate.

25
26 An employee who separates employment for reasons other than retirement or death
27 shall be paid at his/her last rate of pay for a percentage of his/her unused accumulated
28 sick leave according to the following chart:

Agreement Between
_____ The State of Michigan and SEIU 517M, Human Services Support Unit _____

<u>Sick Leave Accumulation in Hours</u>	<u>Percentage Paid</u>
Less than 104	0
104-208	10
209-416	20
417-624	30
625-832	40
833 or more	50

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Employees hired on and after October 1, 1980, shall not be entitled to payment for unused accumulated sick leave upon separation or retirement. No payment to the beneficiary or estate for unused sick leave will be made in case of the death of an employee hired on or after October 1, 1980.

SECTION 15. SHIFT DIFFERENTIAL.

All permanent and full-time permanent-intermittent employees who qualify for the present five percent shift differential shall receive an additional \$1.00 per workday for such time worked. This additional premium shall be administered in accordance with current practice.

SECTION 16. CHILD CARE.

Within 90 days of the effective date of this Agreement, the Employer and the Union agree to the establishment of a joint committee to explore the feasibility of developing an information and referral service to assist employees in locating quality child care appropriate to their particular needs. If the committee recommends the establishment of an information and referral service, the costs for such a program shall be jointly shared by the Employer and the Union.

In addition, the committee shall review the following issues:

- 1 A. The use of existing resources for the development of the service (e.g., existing
- 2 community-based referral programs and their ability to meet employees' needs);
- 3
- 4 B. Types of services that should be offered by such a program; and
- 5
- 6 C. How such a service should be communicated to employees.
- 7

8 SECTION 17. PERSONAL LOSS CLAIMS.

9 The Administrative Guide to State Government, 0620.07 Submissions of Claims by State
10 Employees to the Finance and Claims Committee of the State Administrative Board, shall
11 be the procedure for reimbursement of personal loss under \$1,000.

12

13 SECTION 18. MOVING EXPENSES.

14 The Administrative Guide to State Government, 0430.01, Payment of Household Moving
15 Expenses, shall be the procedure for reimbursement of authorized moving expenses.

16

17 A. Persons Covered. All full-time employees currently employed by the State of Michigan
18 being relocated at the request of the Appointing Authority and agreeing to continue
19 employment in the new location for a minimum of one year are entitled to all benefits
20 provided by this Section. Receipts must be submitted to support authorized
21 expenditures. New employees not presently working for the State of Michigan shall
22 not be entitled to any benefits provided in this Section.

23

24 B. By Commercial Mover. The State will pay the transportation charges for normal
25 household goods up to a maximum of 14,000 pounds for each move. Charges for
26 weight in excess of 14,000 pounds must be paid directly to the mover by the employee.

27

28 (1) Household Goods: Includes all furniture, personal effects, and property used in a
29 dwelling, and normal equipment and supplies used to maintain the dwelling except

1 automobiles, boats, camping vehicles, firewood, fence posts, tool sheds,
2 motorcycles, snowmobiles, explosives, or property liable to impregnate or
3 otherwise damage the mover's equipment, perishable foodstuffs subject to
4 spoilage, building materials, fuel, or other similar non-household good items.

5
6 (2) Packing: The State will pay up to \$800 for packing and/or unpacking breakables.
7 The employee must make arrangements and pay the mover for any additional
8 packing required.

9
10 (3) Insurance: The carrier will provide insurance against damage up to \$0.60 per
11 pound for the total weight of the shipment. The State will reimburse the employee
12 for insurance costs not to exceed an additional \$0.65 per pound of the total weight
13 of the shipment.

14
15 (4) In addition to the above packing allowances, the State will pay the following
16 accessorial charges which are required to facilitate the move:

- 17
18 a. Appliance service;
19 b. Piano or organ handling charges;
20 c. Flight, elevator, or distance carry charges;
21 d. Extra labor charges required to handle heavy items (e.g., pianos, organs,
22 freezers, pool tables, etc.).

23
24 (5) Charges for stopping in transit to load or unload goods and the cost of additional
25 mileage involved to effect a stop in transit must be paid by the employee. Also,
26 extra labor required to expedite a shipment at the request of the employee must
27 be paid by the employee.

28
29 C. Mobile Homes. The State will pay the reasonable actual cost for moving a mobile
30 home if it is the employee's domicile, plus a maximum \$1,000 allowance for blocking,

1 unblocking, securing contents or expando units, installing or removing tires (on
2 wheels) on or off the trailer, and removing or replacing existing skirting. Utility
3 connections to existing utilities within an established mobile home park will be paid by
4 the State up to \$200 . “Actual Moving Cost” includes only the transportation costs,
5 escort service when required by governmental unit, special lighting permits, tolls, or
6 surcharges. “Actual Moving Cost” does not include the moving of oil tanks, out
7 buildings, swing sets, etc., that cannot be dismantled and secured inside the mobile
8 home.

9
10 Mobile home liability is limited to damage to the unit caused by negligence of the
11 carrier, and to contents up to a value of \$1,500. Additional excess valuation and/or
12 hazard insurance may be purchased from the carrier at the expense of the employee.

13
14 The repair or replacement of equipment of the trailer (e.g., tires, axles, bearings, lights,
15 etc.) is the responsibility of the owner.

16
17 D. Storage of Household Goods. The State will pay for storage not in excess of 60 days
18 in connection with an authorized move at either origin or destination, only when
19 housing is not readily available.

20
21 E. Temporary Travel Expense. From effective date of reassignment, up to 60 calendar
22 days of travel expense at the new assigned work station are allowed. Extension
23 beyond 60 days, but not to exceed a total of 180 days, should be allowed due to
24 unusual circumstances in the full discretion of the Employer. Authorized travel shall
25 include one round trip weekly between the new work station and the former residence.

26
27 F. To Secure Housing. A continuing employee and one additional family member will be
28 allowed up to three round trips to a new official work station for the purpose of securing
29 housing. Travel, lodging, and food costs will be reimbursed up to a maximum of nine
30 days in accordance with the Standardized Travel Regulations.

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SECTION 19. COMPENSATION FOR ASSAULTED EMPLOYEES.

A. In the event that an employee suffers physical injury resulting in disability from State employment as a result of a direct physical attack by a person other than a fellow State classified employee, the disabled employee’s normal biweekly net salary shall be continued during the period of disability necessitating absence from work which is caused by the attack for a period not to exceed 100 weeks from the date of the attack. Net salary shall be defined in accordance with current practice. As a condition precedent to salary continuation as authorized herein, the disabled employee shall be receiving Workers’ Compensation benefits, be on the Department’s payroll, provide written notice of claim to the Appointing Authority within 30 days of the attack, submit to such medical examination as the Appointing Authority shall require, and reimburse the Department to the full extent of any Workers’ Compensation benefits paid. Fringe benefits normally received by employees eligible under this Section shall continue in effect during the time the employee receives the supplement provided herein. The parties agree that the word “attack” as used in this section has the same meaning as “assault” in P.A. 452 of 1978, MCL 38.1181.

B. Disability Payment.

In the event of an injury or illness for which an employee is eligible and receiving a work disability benefit under the Michigan Workers’ Disability Compensation Law, such employee shall be provided salary payment which with the work disability payment equals two-thirds of the regular salary or wage for the first 50 weeks of disability. Leave credits may be utilized to the extent of the difference between such payment and the employee’s regular salary or wage. The Employer will consider, upon request, extending approval of the supplemental pay beyond 50 weeks consistent with current practice. Approval of any supplement is limited to a combined total of 100 weeks.

1 SECTION 20. MEAL AND TRAVEL REIMBURSEMENT.

2 Effective October 1, 1984, employees shall be entitled to travel reimbursement at the
3 rates and in accordance with the Standardized Travel Regulations which are in effect on
4 the date(s) of travel.

5

6 SECTION 21. MAINTENANCE OF CONDITIONS.

7 Economic benefits which were in effect on the effective date of this Agreement and which
8 are not specifically provided for or abridged by this Agreement will continue in effect
9 throughout the life of this Agreement unless altered by mutual consent of the Employer
10 and the Union or unless it can clearly be demonstrated that the conditions upon which the
11 benefit had previously been granted have substantially changed to the point where
12 continuing the benefit is not for the purpose for which it was granted. Any changes in
13 economic benefits under this provision must be submitted to and approved by the Civil
14 Service Commission.

15

16 SECTION 22. COMPENSATION POLICY UNDER CONDITIONS OF GENERAL
17 EMERGENCY.

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

22

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

28

1 C. Compensation in Situation of Closure. When a State facility is closed by the Governor
2 or his/her designated representative or a non State-controlled facility is closed,
3 affected employees shall be authorized administrative leave to cover their normally
4 scheduled hours of work during the period of closure, unless such employees can be
5 temporarily assigned to another facility or are assigned to perform appropriate job
6 responsibilities away from the facility.

7
8 Individual employees of facilities ordered closed may be required to work to perform
9 essential services during the period of closure. When such is the case, these
10 employees shall be compensated in the manner prescribed for employees who work
11 under conditions of declared inaccessibility.

12
13 D. Compensation in Situation of Inaccessibility. If a State facility has not been closed but
14 declared inaccessible in accordance with the Governor's policy, and an employee is
15 unable to report for work due to such conditions, she/he shall be granted
16 administrative leave to cover his/her normally scheduled hours of work during the
17 period of declared inaccessibility.

18
19 An employee who works at a State facility during a declared period of inaccessibility
20 shall be paid his/her regular salary and, if overtime work is required, in accordance
21 with the overtime pay regulations. In addition, such employees shall be granted
22 compensatory time off equal to the number of hours worked during the period of
23 declared inaccessibility.

24
25 E. Additional Timekeeping Procedures. If a State facility has not been closed or declared
26 inaccessible or a non State-controlled facility has not been closed during severe
27 weather or other emergency conditions, an employee unable to report to work
28 because of these conditions shall be allowed to use annual leave or compensatory
29 time credits. If sufficient credits are not available, the employee shall be placed on lost
30 time.

1
2 When an employee is absent from a scheduled work period, a portion of which is
3 covered by a declaration of closure or inaccessibility or closure of a non State-
4 controlled facility, annual leave or compensatory time credits may be used to cover
5 that portion of his/her absence not covered by administrative leave. If sufficient credits
6 are not available, the employee shall be placed on lost time.

7
8 Employees who suffer lost time as the result of the application of this policy shall
9 receive credit for a completed biweekly work period for all other purposes.

10
11 SECTION 23. LONGEVITY.

12 A. Eligibility.

13
14 (1) Career employees who separate from State service and return and complete five
15 years (10,400 hours) of full-time continuous service prior to October 1 of any year
16 shall have placed to their credit all previous State classified service earned.

17
18 (2) To be eligible for a full annual longevity payment after the initial payment, a career
19 employee must have completed continuous full-time classified service equal to the
20 service required for original eligibility, plus a minimum of one additional year (2080
21 hours).

22
23 (3) Career employees rendering seasonal, intermittent or other part-time classified
24 service shall, after establishing original eligibility, be entitled to subsequent annual
25 payments on a pro rata basis for the number of hours in pay status during the
26 longevity year.

27
28 B. Payments.

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

3

LONGEVITY SCHEDULE OF PAYMENTS	
<u>Equivalent Hours of Service Prior to Oct. 1</u>	<u>Payments</u>
10,400 – 18,719	\$ 260
18,720 – 27,039	\$ 300
27,040 – 35,359	\$ 370
35,360 – 43,679	\$ 480
43,680 – 51,999	\$ 610
52,000 – 60,319	\$ 790
60,320 and over	\$1,040

4
5 (1) No active employee shall receive more than the amount scheduled for one annual
6 longevity payment during any twelve-month period except in the event of
7 retirement or death, or as provided in paragraph 7 of this Subsection.

8
9 (2) Initial payments: Employees qualify for their initial payment by completing an
10 aggregate of 10,400 hours of continuous service prior to October 1. The initial
11 payment shall always be a full payment (no pro-ration).

12
13 (3) Annual Payments

14
15 a. Employees qualify for full annual payment by completing 2,080 hours of
16 continuous service during the longevity year.

17
18 b. Employees who are in pay status less than 2,080 hours shall receive a pro rata
19 annual payment based on the number of hours in pay status during the
20 longevity year.

1 (4) Payments to employees who become eligible on October 1 of any year shall be
2 made on the pay date following the first full pay period in October, except that pro
3 rata payments in case of retirement or death shall be made as soon as practicable
4 thereafter.

5
6 (5) Lost Time Considerations

7
8 a. Lost time is not creditable continuous service nor does it count in qualifying for
9 an initial or an annual payment.

10
11 b. Employees do not earn State service credit in excess of 80 hours in a biweekly
12 pay period. Paid overtime does not offset lost time, except where both occur in
13 the same pay period.

14
15 (6) Payment to Employees on Leave of Absence Without Pay and Layoff on October
16 1

17
18 a. An employee on other than a waived rights leave of absence, who was in pay
19 status less than 2,080 hours during the longevity year, will receive a pro rata
20 annual payment based on the number of hours in pay status during the
21 longevity year. Such payment shall be made on the pay date following the first
22 full pay period in October.

23
24 b. An employee on a waived rights leave of absence will receive a pro rata
25 longevity payment upon returning from leave.

26
27 (7) Payment at Retirement or Death

1 An employee with 10,400 hours of currently continuous service, who separates by
2 reason of retirement or death, shall qualify and receive both a terminal and a
3 supplemental payment as follows:

4
5 a. A terminal payment, which shall be either:

6
7 (1) A full initial longevity payment based upon the total years of both current
8 and prior service, if the employee has not yet received an initial longevity
9 payment; or

10
11 (2) A pro rata payment for time worked from the preceding October 1 to the
12 date of separation, if previously qualified. The pro rata payment is based on
13 hours in pay status since October 1 of the current fiscal year.

14
15 b. A supplemental payment for all time previously not counted in determining the
16 amount of prior longevity payments, if any.

17
18 C. Longevity Overtime.

19
20 Upon conversion, the regular rate add-on for longevity will be calculated and paid
21 retroactively for overtime worked in the previous fiscal year. This amount will be
22 included in the longevity payment.

23
24 SECTION 24. BEREAVEMENT LEAVE.

25 Employees shall be allowed reasonable and necessary time off by mutual agreement in
26 the event of the death of a member of the immediate family. Immediate family shall be as
27 defined in Article 16, Section 3 of this Agreement. Such time shall be covered by accrued
28 sick leave and/or annual leave credits. In the event of a dispute, an employee shall be
29 guaranteed a minimum of five (5) days leave, if requested.

1 SECTION 25. JURY DUTY/WITNESS DUTY.

2 If an employee is selected for jury duty, the summons should be obeyed. Failure to do so
3 may cause the employee to be considered in contempt of court.

4
5 While serving on jury duty, an employee will be granted administrative leave (time off with
6 full pay) provided the employee reimburses the Appointing Authority for the jury duty pay
7 received from the court. Alternatively, an employee may, at the employee's discretion,
8 use annual leave when serving on a jury and keep the jury duty pay. When not impaneled
9 for actual service and only on call, the employee shall report back to work unless
10 authorized by the supervisor to be absent from his/her work assignment.

11
12 To receive administrative leave for jury duty, an employee must:

13
14 A. Promptly provide a copy of the jury duty summons to his/her supervisor;

15
16 B. Notify the supervisor of the jury duty schedule on a daily basis at or before the
17 beginning of the employee's scheduled work day in accordance with Departmental
18 procedures regarding reporting of absences;

19
20 C. Certify, in writing, each period of time actually served as a juror for which
21 administrative leave is requested; and

22
23 D. Submit the jury duty paycheck stub as soon as it is received together with a payment
24 equal to the jury duty pay in accordance with Departmental procedures.

25
26 Travel allowances paid to the employee by the court may be retained, as they are not
27 considered jury duty pay. Employees shall not be permitted to use a State vehicle for
28 travel connected with jury duty and shall not be reimbursed by the Appointing Authority
29 for travel allowances.

30

1 An employee requested or subpoenaed to appear before a court as a witness for the
2 People is entitled to administrative leave (time off with full pay) provided that the employee
3 certifies in writing the period of time of such appearance and for which such administrative
4 leave is requested. Employees must reimburse the Department for any witness fees
5 received, up to the amount of their salary.

6
7 If an employee is subpoenaed as a witness or appears in court in any capacity other than
8 as a witness for the People, she/he will not be considered as being on duty, nor will
9 administrative leave be granted. Any authorized absence shall be charged to annual
10 leave and employees may retain any expenses or monies received from the court.

11
12 If, however, the court appearance is required as a result of conduct occurring in the course
13 of employment and the employee had a reasonable basis for believing the alleged
14 conduct was within the scope of the authority delegated to the employee, the employee
15 will be considered as being on duty.

16

17 SECTION 26. TUITION REIMBURSEMENT.

18 A. Only to the extent that funds have been appropriated and allocated by the
19 Department/Agency, specifically for tuition reimbursement, the Employer agrees to
20 establish a system of tuition reimbursement for employees. The Employer agrees to
21 notify the Union, upon request, of the amount of money allocated by the
22 Department/Agency for such purpose and of any changes in such allocation.

23
24 Reimbursement shall apply only to the per-credit-hour cost of tuition and shall not
25 apply to such items as lab fees, miscellaneous fees, books, or supplies. Selection
26 among eligible applicants, and proportion of reimbursement, shall be determined by
27 the Employer. Employees selected for such tuition reimbursement program shall only
28 be reimbursed upon presenting written documentation of successful completion of the
29 course.

30

1 Tuition reimbursement shall not be made unless the course pertains to the employee's
2 current occupation. No employee shall receive reimbursement for more than one
3 course in any one semester or term.

4
5 The procedures to be used for application, approval, and verification of successful
6 completion shall be established by the Department/Agency.

7
8 The provisions of this Section shall not apply in those cases where the Employer
9 requires employees to take a course(s) as part of their assigned duties.

10
11 B. Subject to legislative appropriation, the parties agree to establish a special
12 Educational Development Fund of \$25,000 in each of two fiscal years, 1990-91 and
13 1991-92. The amount remaining in the Educational Development Fund at the end of
14 any Fiscal Year shall be carried forward and added to the amount, if any, designated
15 for the fund in the next Fiscal Year. The amount designated for the fund in each of the
16 three Fiscal Years 1993-94, 1994-95, and 1995-96 shall be \$20,000. The amount
17 designated for the fund in each of the three Fiscal Years 1996-97, 1997-98 and 1998-
18 99 shall be \$25,000. The amount designated for the fund in each of the three fiscal
19 years 1999-2000, 2000-01, and 2001-02 shall be \$50,000. This fund will be
20 administered by a joint Labor-Management Committee consisting of an equal number
21 of representatives of the Union and the Employer. Properly designated Union
22 representatives to the committee shall be granted administrative leave for all time
23 approved by the Office of State Employer related to the committee's work.

24
25 The Labor-Management Committee will establish goals and objectives as well as the
26 requirements for utilization of this fund. All fund expenditures will be made based on
27 criteria established by the committee and will require agreement of the parties. No
28 program established by the committee will replace obligations of the Employer or the
29 Union under the existing Agreement.

30

1 Among the projects which may be addressed by this fund are (not in order of
2 importance) tuition reimbursement for employees seeking a degree or certificate;
3 assisting employees to adjust to the cyclical nature of employment in this Bargaining
4 Unit; and addressing other specific needs of both active and laid-off employees in this
5 unit. This is not intended to be an exhaustive list of projects but is intended to illustrate
6 the scope of activities that the committee may consider.

7
8 The Labor-Management Committee will meet and begin its work within 90 calendar
9 days after Civil Service Commission ratification of this Agreement. In this way,
10 programs can be in place at the beginning of the fiscal year in question.

11
12 SECTION 27. A QUALIFIED 401(K) TAX-SHELTERED PLAN.

13 A qualified 401(K) Tax-Sheltered Plan shall be available to employees in this Bargaining
14 Unit.

15
16 SECTION 28. GROUP AUTO AND HOMEOWNERS PLAN.

17 Employees in this Bargaining Unit shall, upon completion of a successful bidding process,
18 be eligible for enrollment in a Group Auto and Homeowners Plan with the employee to
19 pay the entire cost of any premiums.

20
21 SECTION 29. FLEXIBLE COMPENSATION PLAN.

22 The Employer shall maintain the current Flexible Compensation Plan for employees in
23 this Bargaining Unit.

24
25 Employees in this Bargaining Unit will be offered participation in the State of Michigan
26 Dependent Care and Medical Spending Accounts authorized in accordance with Section
27 125 of the Internal Revenue Code, except as provided in the 2015 Letter of Understanding
28 titled "Federal Excise Tax Implications".

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SECTION 30. SCHOOL/COMMUNITY PARTICIPATION LEAVE.

A. Intent. The parties recognize the positive role parental and other adult involvement in school activities plays in promoting educational success. The parties intend by this Section to foster employee involvement in educational programs.

B. Leave Credits. Effective October 1, 1996, permanent intermittent, limited term and permanent employees who have satisfactorily completed 1,040 hours in State classified service shall annually receive eight (8) hours of paid school participation leave to be used in accordance with normal requirements for annual leave usage, provided, however, that such leave may be utilized in increments of one (1) hour if requested.

Employees may use the leave to participate in any education activity including but not limited to tutoring, field trips, classroom programs, school committees, including preschool programs, and in accordance with any applicable collective bargaining Agreements governing the educational program.

Additionally, employees may use the leave to participate in community activities. The leave may also be used for active participation in any structured secular community activity sponsored by a governmental agency, or a non-profit community organization or agency, and not for mere attendance at community events.

The use of the leave is intended for active participation in school or community programs and not for mere attendance at extra-curricular activities. To request school participation leave, employees shall complete a school participation leave form provided by the Employer.

School participation leave shall be credited to employees on each October 1, and shall not carry forward beyond the Fiscal Year.

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Appendix J-2 Health insurance chart

Preventive Services	State Health Plan PPO “SHP – PPO” Benefits		HMO Plan “HMO” Benefits
	In-network	Out-of-network	
Health maintenance exam	Covered 100% 1 per year	Not Covered	Covered 100%
Annual gynecological exam	Covered 100% 1 per calendar year	Not Covered	Covered 100%
Pap smear screening – laboratory services only ¹	Covered 100% 1 per year	Not Covered	Covered 100%
Well-baby and child care	Covered 100%	Not Covered	Covered 100%
Immunizations, annual flu shot & Hepatitis C screening for those at risk	Covered 100%	Not Covered	Covered 100%
Childhood Immunizations	Covered 100% through age 16	Covered 80%	Covered 100%
Fecal occult blood screening ¹	Covered 100%	Not Covered	Covered 100%
Flexible sigmoidoscopy ¹	Covered 100%	Not Covered	Covered 100%
Prostate specific antigen screening ¹	Covered 100% one per year	Not Covered	Covered 100%
Mammography, annual standard film mammography screening (covers digital mammography up to the standard film rate) ¹	Covered 100%	Covered 80% after deductible	Covered 100%
Colonoscopy ¹	Covered 100%	Covered 80% after deductible	Covered 100%

4 ¹ American Cancer Society guidelines apply
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Physician Office Services

	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Office visits, consultations and urgent care visits and telemedicine ²	Covered, \$20 co-pay	Covered 80% after deductible	Covered, \$20 co-pay
Outpatient and home visits	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay

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Emergency Medical Care

	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Hospital emergency room for medical emergency or accidental injury	Covered, \$200 co-pay if not admitted		Covered, \$200 co-pay if not admitted
Ambulance services – medically necessary	Covered, 90% after deductible		Covered, 100% after deductible

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Diagnostic Services

	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Laboratory and pathology tests	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Diagnostic tests and x-rays	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Radiation therapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

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Maternity Services

Includes care by a certified nurse midwife (State Health Plan PPO only)

State Health Plan PPO "SHP – PPO" Benefits	HMO Plan "HMO" Benefits

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	In-network	Out-of-network	
Prenatal care	Covered 100%	Covered 80% after deductible	Covered 100%
Postnatal care	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay
Delivery and nursery care	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

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Hospital Care

	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Semi-private room, inpatient physician care, general nursing care, hospital services and supplies	Covered 90% after deductible, unlimited days	Covered 80% after deductible, unlimited days	Covered 100% after deductible Unlimited days
Inpatient consultations	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Self-donated blood storage prior to surgery	Covered 90% after deductible	Covered 80% after deductible	Check with your HMO
Chemotherapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

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Alternatives to Hospital Care

	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Skilled nursing care up to 120 days per confinement	Covered 90% after deductible		Covered 100% after deductible
Hospice care	Covered 100% Limited to the lifetime dollar maximum that is adjusted annually by the State		Covered 100% after deductible
Home health care	Covered 90% after deductible, unlimited visits		Check with your HMO

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Surgical Services

	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Surgery—includes related surgical services.	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Male Voluntary sterilization	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Female Voluntary sterilization	Covered 100%	Covered 80%	Covered 100%

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		after deductible	
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Human Organ and Tissue Transplants	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Liver, heart, lung, pancreas, and other specified organ transplants	Covered 100% In designated facilities only. Up to \$1 million lifetime maximum for each organ transplant		Covered 100% after deductible in designated facilities
Bone marrow—specific criteria apply	Covered 100% after deductible in designated facilities		Covered 100% after deductible in designated facilities
Kidney, cornea, and skin	Covered 90% after deductible in designated facilities	Covered 80% after deductible	Covered 100% after deductible subject to medical criteria

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Other Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Allergy testing and therapy (non-injection)	Covered 90% after deductible	Covered 80% after deductible	Covered, 100% after deductible.
Allergy injections	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Acupuncture	Covered 80% after deductible if performed by or under the supervision of a M.D. or D.O.		Check with your HMO
Rabies treatment after initial emergency room visit	Covered 90% after deductible	Covered 80% after deductible	Office visits: \$20 co-pay. Injections: Covered 100%
Autism-Spectrum Disorder Applied Behavioral Analysis (ABA) treatment	Covered 90% after deductible	Covered 80% after deductible	Covered, 100% after deductible

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Chiropractic/spinal manipulation	Covered, \$20 co-pay Up to 24 visits per calendar year	Covered 80% after deductible Up to 24 visits per calendar year	Check with your HMO
Durable medical equipment	Covered 100%	Covered 80% of approved amount	Covered, check with your HMO
Prosthetic and orthotic appliances	Covered 100%	Covered 80% of approved amount	Covered, check with your HMO
On-line Tobacco Cessation counseling	No charge	Not covered	Covered, check with your HMO
Private duty nursing	Covered 80% after deductible		Check with your HMO
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth).		Check with your HMO
Hearing Care Exam	Covered, \$20 co-pay	Covered 80% after deductible	Check with your HMO
Hearing aids ³	Covered	Not covered	Check with your HMO

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Mental Health/Substance Abuse

	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Mental Health Benefits - Inpatient	Covered 100% up to 365 days per year ⁴	Covered 50% up to 365 days per year	Check with your HMO; Inpatient services subject to deductible.
Mental Health Benefits – Outpatient, including Telemedicine²	As necessary 90% of network rates 10% co-pay	As necessary 50% of network rates	Check with your HMO

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Alcohol & Chemical Dependency Benefits – Inpatient	Covered 100% ⁵ Halfway House 100%	Covered 50% ⁵ Halfway House 50%	Check with your HMO; Inpatient services subject to deductible.
Alcohol & Chemical Dependency Benefits – Outpatient	\$3,500 per calendar year 90% of network rates 10% co-pay ⁶	\$3,500 per calendar year 50% of network rates ⁶	Check with your HMO

² Telemedicine benefit is available effective beginning the first full pay period in October 2016.

³ Deluxe hearing aids are covered at the same rate as basic hearing aids with the member paying the remainder. Discount hearing aids are offered through the SHP PPO.

⁴ Inpatient days may be utilized for partial day hospitalization (PHP) at 2:1 ratio. One inpatient day equals two PHP days.

⁵ Up to two 28-day admissions per year. There must be at least 60 days between admissions. Inpatient days may be utilized for intensive outpatient treatment (IOP) at 2:1 ratio. One inpatient day equals two IOP days.

⁶ \$3,500 per calendar year limitation pertains to services for chemical dependency only.

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Prescription Drugs

Prescription medications for the State Health Plan PPO are carved out and administered by a Pharmacy Benefit Manager (PBM).

Prescriptions filled at a participating pharmacy may only be approved for up to a 34-day supply. Employees can still receive a 90-day supply by mail order.

To check the co-pay for drugs you may be taking, visit the Civil Service Commission Employee Benefits Division website at <http://www.michigan.gov/employeebenefits> and select Benefit Plan Administrators.

The chart below shows the SHP and HMO prescription drug member co-pays:

Generic	Brand Name Preferred	Brand Name Non-Preferred
Retail \$10	Retail \$30	Retail \$60
Mail Order	Mail Order	Mail Order

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\$20	\$60	\$120
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Outpatient Physical, Speech, and Occupational Therapy

Combined maximum of 90 visits per calendar year.

	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Outpatient physical, speech and occupational therapy – facility and clinic services	Covered 90% after deductible	Covered 90% after deductible	Covered, \$20 co-pay
Outpatient physical therapy – physician's office	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay

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Deductible, Co-Pays, and Out-of-Pocket Dollar Maximums

	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Deductible ⁷	\$400 per member \$800 per family	\$800 per member \$1,600 per family	\$125 per member \$250 per family
Fixed dollar co-pays	\$20 for office visits, office consultations, urgent care visits, osteopathic manipulations, chiropractic manipulations and medical hearing exams. \$200 for emergency room visits, if not admitted	Not applicable	\$20 for office visits \$200 for emergency room visits, if not admitted
Coinsurance	10% for most services and 20% for private duty nursing and acupuncture	20% for most services. MHSAs at 50%	None
Annual out-of-pocket dollar maximums ⁸	\$2,000 per member and \$4,000 per family	\$3,000 per member \$6,000 per family	\$2,000 per member and \$4,000 per family

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3 ⁷ Deductible amounts for the SHP – PPO are effective January 1, 2015 and renew annually on a calendar
 4 year basis. Deductible amounts for the HMOs are effective October 12, 2014 and renew annually each

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1 October with the start of the new plan year.
 2 ⁸ Beginning October 12, 2014, in-network deductibles, in-network fixed dollar co-payments and in-network
 3 co-insurance all apply toward the out-of-pocket annual limit. In addition, in HMOs, prescription drug co-
 4 payments also apply toward the annual out-of-pocket limit. Beginning with the October 2015 plan year,
 5 prescription drug co-payments in the SHP PPO also apply to the annual out-of-pocket limit.

Premium Sharing	State Health Plan PPO “SHP – PPO” Benefits		HMO Plan “HMO” Benefits	
	Employee	State	Employee	State
Premium	20%	80%	15%	85% ⁹

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 8 ⁹The State will pay up to 85% of the applicable HMO total premium, capped at the dollar amount which the
 9 State pays for the same coverage code under the SHP-PPO.

LETTER OF UNDERSTANDING

SEIU 517M Human Services Support Unit

Recruitment and Retention

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9 Within 60 days of the effective date of the Agreement, the parties agree to establish a
10 committee comprised of three representatives from the SEIU 517M Human Services
11 Support Unit, as designated by the Union, and three Employer representatives, as
12 designated by the Office of the State Employer.

13
14 The committee will review issues identified by the Union related to recruitment and
15 retention, which may include compensation schedules, for classification(s) as mutually
16 agreed to by the parties. Independent Subject Matter Experts may be called upon to
17 assist the committee in reviewing the identified recruitment and retention issues.

18
19 The first meeting of the committee will be held no later than 90 days following the effective
20 date of the Agreement. Thereafter, the committee will schedule meetings every other
21 month or more frequently as determined by the parties.

22
23 Findings that involve mandatory subjects of bargaining will be referred to the Director of
24 the Office of the State Employer and the SEIU 517M Human Services Support Unit
25 leadership for possible action during the 2018 negotiations.