

STATE OF MICHIGAN

EMPLOYMENT RELATIONS COMMISSION

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH

BEFORE DON R. BERSCHBACK, FACT FINDER

CATHERINE McLAUGHLIN BRECHTELSBAUER, EMPLOYER DELEGATE

MARCY HARTUNG, UNION DELEGATE

IN THE MATTER OF:

JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT,

Petitioner – Public Employer

and

MERC CASE NO. L-14-F-0689

MICHIGAN EDUCATION ASSOCIATION /
CCEA / JEA,

Respondent – Labor Organization

**FINAL FACT FINDER'S REPORT, FINDINGS OF FACT, AND
RECOMMENDATIONS**

Background Information

For the purpose of this report, the following designations are being utilized:

The Act: MCL 550.541 et seq. – The Abortion Insurance Opt Out Act.

MEA: The Michigan Education Association.

MEA Unit: The Jackson County Education Association / Career Center Education Association (CCEA).

Employer: The Jackson County Intermediate School District (JCISD).

CBA: The Collective Bargaining Agreement.

BCBS: Blue Cross/Blue Shield.

The MEA Unit consists of 66 members out of a total of 500 employees in other bargaining units (including a non-union group) involved in the “issue at hand” – the elective abortion insurance coverage. The Fact Finder notes that this matter only involves one issue and that issue is covered by the CBA which allowed for a “reopener” of health benefit issues. The current CBA of the MEA Unit expires December 31, 2015.

Both parties have bargained in good faith on this issue and the Fact Finder appreciates the professionalism that has been exhibited by both parties’ representatives during the fact finding process. Many, if not all, of the facts and circumstances surrounding this issue have been jointly agreed to by the parties. Additionally, the position of both parties are based on clear and cogent reasons for the advocacy of their particular positions.

The history of negotiations between the MEA Unit and the Employer from May 5, 2014 through September 3, 2014 was succinctly spelled out in Joint Exhibit 5 (attached). The Employer’s Petition for Fact Finding was filed on September 10, 2014 and the Fact Finder was appointed on September 26, 2014. Various written correspondences were exchanged between the parties and the Fact Finder, a pre-hearing conference call was held on November 13, 2014 and the first and final hearing on the issue was held on January 22, 2015. Testimony on that date was closed. The Fact Finder received post-hearing briefs on February 23, 2015 and this report is being finalized prior to April 15, 2015 in accordance with prior correspondence from the Fact Finder to both parties.

The fact finding process was facilitated by the joint cooperation of the parties, including joint exhibits. In that regard, the Fact Finder is including with this report and recommendation(s) the following:

- Joint Exhibit 6
- Joint Stipulation of Facts and Law – 4 pages
- MEA Exhibit 6 – The ACT.
- A single color page describing the Units involved in the elective abortion coverage dispute.

The Fact Finder has reviewed all of the exhibits presented by both parties, his notes taken during the hearing on January 22, 2015 and the parties post-hearing briefs in arriving at this report and his final recommendations.

The Sole Issue

“Should the parties agree that the elective abortion health insurance rider be excluded for the MEA Unit?”

The Fact Finder began his analysis of the issue with a review of the CBA which is effective from July 1, 2013 to December 13, 2015. The parties agreed that there was a “reopener” for health related benefits. The subject of health related benefits is a mandatory bargaining issue.

The Michigan legislature passed the Abortion Insurance Opt Out Act (PA 182 of 2013, MCLA 550.541 et seq.) effective March 14, 2014. Among other things, the Act provided:

“550.542 Coverage provided by qualified health plan offered through American health benefit exchange; elective abortion; optional rider.

Sec. 2. A qualified health plan offered through American health benefit exchange in this state pursuant to the Patient Protection and Affordable Care Act, Public Law 111-148, as amended by the Health Care and Education Reconciliation Act of 2010, Public Law 111-152, shall not provide coverage for elective abortion. This section does not prohibit an individual, organization, or employer participating in a qualified health plan offer through an American health benefit exchange in this state from purchasing supplemental coverage for elective abortion outside of the exchange by an optional rider as provided in this act.”

The passage of that Act, in this instance, triggered the health benefit reopener provision of the CBA. Those discussions began in early May 2014, not only for this Unit but for other units represented by the MEA. While both parties agree that the issue is not financial for either party as the cost for the rider is minimal, there is a slight cost to the Employer. More importantly, the MEA representative testified during the hearing that if the insurance rider coverage was not included as a benefit, the potential cost to a member (or a member’s covered family) could exceed \$10,000 to \$15,000 in medical costs if that person elected abortive measures without insurance coverage.

While reviewing the CBA, the Fact Finder does note that on page 39 under Appendix B Fringe Benefits III B – Employees Not electing Health Insurance (including the elective abortion coverage) would receive a cash payout ranging from \$3,000 to \$5,400 per year based on the number of persons in the bargaining unit opting out of the health insurance coverage. (Emphasis added.)

As noted before, the Act mandates exclusion by insurance companies of elective abortion coverage. It also provided that companies (employers) may offer group purchases and an optional rider to add elective abortion coverage – presumably at an additional cost. In effect, the Act mandates the exclusion of elective abortion coverage but “does not prohibit an employer from purchasing supplemental coverage for elective abortion”. The legislature has, in the Fact Finder’s opinion, set up the opposing position of each party in this delicate matter. Both parties have justifiable and reasonable outlooks on this particular issue.

Comparables

The Fact Finder notes that other units represented by the MEA resolved the matter of elective abortion coverage by eliminating that coverage (see colored exhibit). Based on the process and interpretations utilized by BCBS it appears to the Fact Finder that if the Employer decides to eliminate the elective abortion coverage, the earliest date the rider can be eliminated is July 1, 2015. This applies to the “settled units” as well as the CCEA unit (the Respondent in this

case). However, notice must be provided by the Employer by May 1, 2015. It is with this fact in mind that the Fact Finder has issued his Final Recommendations.

The exhibits presented by the parties involved both internal and external comparables. The two most prevalent units in the JCISD relating to this disputed issue are both represented by the MEA. The Jackson Intermediate Education Association (JIEA) and the Educational Support Personnel (ESPA) have settled labor agreements that address the instant issue (Joint Exhibit 6, No. 4). While not totally defined by testimony, the negotiations resulted in an eventual exclusion of the elective abortion rider provision – other wage and/or fringe benefits considerations being involved.

The attached color exhibit also reflects the internal comparables on this issue. While the MEA has posited external comparables for the Fact Finder’s consideration, the Fact Finder concludes for this particular issue that those internal comparables carry much greater weight – especially in light of the express mandatory provisions of the ACT – albeit the optional language involved in the ACT.

History of Negotiations

As stated, the Employer has approximately 500 benefit eligible employees, divided among four bargaining units and one non-union group. All of the employee groups’ health insurance plans included elective abortion coverage through June 30, 2014, and all of the health plans were scheduled for renewal on July 1, 2014. The ACT was passed in March of 2014. The Employer pointed out that in 2013, the CCEA Members (this unit) negotiated to receive the same BCBS health insurance plan options available to the non-union administrative group, the MEA affiliated Educational Support Personnel Association (ESPA) and the non-affiliated transportation unit. The Employer met with all employee groups in early May 2014. All bargaining groups were presented with an identical proposal to discontinue providing elective abortion coverage as part of the employee groups’ health insurance plans. During the course of negotiations and mediation, all of the Employer employee groups other than the CCEA agreed to discontinuation of the elective abortion benefit. In the opinion of the Fact Finder, this fact could be considered paramount to the issue at hand. In attempting to implement this already agreed upon exclusion of the elective abortion health insurance rider, the Employer was not allowed to divide its health insurance plan groups prior to July 1, 2015. That implementation process obviously brought about a benefit to all “settled units”. The Fact Finder will not delve into the implementation by MESSA and its interpretation of the statute as it relates to the rider provision.

The Union’s post-hearing brief provided succinct reasons for its position. It posited that:

- a) The law does not prohibit elective abortion coverage.
- b) There is relatively little cost to the Employer.
- c) Absent the elective abortion coverage rider there would be no coverage for rape or incest or pregnancies that produce a fetus with severe birth defects.
- d) The elective abortion rider is a common benefit in the Jackson County Education Community – the external comparables previously discussed.

The Employer's brief pointed out that the exhibits and the testimony at the hearing established its reasonableness in excluding the election abortion coverage:

- a) The 66 members of the MEA Unit are in the minority as it relates to the election abortion coverage.
- b) The internal comparables should be heavily relied upon vis a vis the external comparables.
- c) That neither party can define "elective abortion" – the ACT does so.
- d) The ACT became applicable to all JCISD employee group plans on July 1, 2014.
- e) All JCISD employee groups other than the CCEA (the Respondent) agreed to the discontinuation of the elective abortion coverage.
- f) The Board of the Employer considered its responsibilities to the students and community in making its eventual decision to exclude the elective abortion coverage.

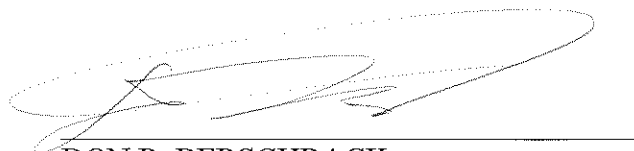
The Fact Finder finds that assertions by both parties are reasonable yet they are incompatible. Similar to the popular game of Texas Hold'em – under the ACT and the lack of bifurcation of the groups by the BCBS, the parties are deemed to be "all in". Thus the reason for mediation and eventual fact finding on this delicate issue.

RECOMMENDATIONS

It is the ultimate recommendation of the Fact Finder that the parties should agree to exclude the elective abortion health insurance rider for the CCEA bargaining unit. The Fact Finder is mindful that based on the facts as presented there is a very short window of opportunity for the implementation of this recommendation. It is respectfully suggested and recommended that the implementation of the exclusion of the elective abortion coverage go forward forthwith. Based on the exhibits submitted, it appears that the parties only have until July 1, 2015 to accomplish this task and that proper notice must be provided on or before May 15, 2015. The Fact Finder recommends that these time limits be adhered to.

As an aside, it would also be prudent to afford the CCEA bargaining unit with similar negotiated items that the other groups received when they excluded the elective abortion coverage. However, the Fact Finder, not being privy to those negotiation results leaves that consideration to the parties.

Respectfully submitted,



DON R. BERSCHBACK
MERC Fact Finder

Dated: April 7, 2015

**History of Negotiations Between JCISD and Three MEA Units
Re: Elective Abortion Coverage**

<u>Date</u>	<u>Unit/s</u>	<u>Summary of Meeting</u>
5/5/14	CCEA, ESPA	Employer shared proposal, copy of statute and summary of law change. Parties discussed Employer's position: to not purchase an additional rider specifically for elective abortion coverage. Uniserv Director indicated she would get input from MEA legal staff.
5/6/14	JIEA	Employer shared proposal, copy of statute and summary of law change. Parties discussed Employer's position. Uniserv raised issue of constitutional impairment of contract and indicated she is waiting for legal opinion from MESSA attorney.
6/11/14	CCEA, ESPA	Representatives of both units indicate they cannot concur with Employer proposal. Parties agree that it is not a financial issue for either party (difference in cost is minimal, ≈ \$.10, \$.24, \$.28/month). More discussion, including questions regarding rape, incest. Employer indicates the statute does not allow negotiation of additional exceptions, so the Board is willing to go to impasse if necessary. Union leadership indicates it will speak with the Board at the 6/24 meeting.
6/12/14	JIEA	See 6/11 notes
6/24/14	Board Meeting	<p>Union representatives attended Board meeting; Uniserv Director spoke on behalf of all MEA units; they are united; Board position does not take into account medical emergencies and criminal acts; in some situations the loss of this rider could be a devastating financial burden, cause families to have to deal with a child with severe birth defects when they do not have the resources to do so, could harm a mother's health; rarely used; members should be able to make this decision without Board limitation.</p> <p>Board had closed session re: negotiations following regular meeting. Following meeting, Board rep said the Board understood this was highly sensitive issue that the legislature has placed upon all employers; the strict parameters of the legislation do not allow a middle ground; individual Board members have different reasons for arriving at the Board's position, but the Board consensus remains unchanged regarding the direction given to the Board's bargaining team.</p>
6/25/14	All units	Discussion of the Board's position--which is unchanged. Position of the Union groups--unchanged. Uniserv Director indicated that she would contact MERC for mediation.
9/3/14	All units	MEDIATION SCHEDULED with Sidney McBride, MERC

"Status Quo" on 7/1/14:

MESSA DID NOT ADD the elective abortion rider to the JIEA unit's plan. MESSA interpreted "status quo" as the plan having no rider.

BCBS DID ADD the elective abortion rider to the CCEA and ESPA units' plans pending negotiation to remove the benefit. BCBS interpreted "status quo" to require no change in the coverage provided on June 30, which included elective abortion coverage.

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

JACKSON COUNTY INTERMEDIATE SCHOOL
DISTRICT, Petitioner-Public Employer

-and-

MERC Fact Finding Petition L14 F-0689

MICHIGAN EDUCATION ASSOCIATION/
JACKSON COUNTY EDUCATION ASSOCIATION/
CAREER CENTER EDUCATION ASSOCIATION,
Labor Organization

Joint Stipulation of Facts and Law

1. The Jackson County Intermediate School District (JCISD) has a career and technical education program that is housed at the Jackson Area Career Center (JACC). The JCISD is governed by a Board of Education, as provided in the Michigan Revised School Code.
2. The Michigan Education Association/Jackson County Education Association/Career Center Education Association (CCEA) is the bargaining representative of JACC Instructors, Instructional Assistants, Counselors and Coordinators employed by the JCISD to offer vocational education programs to area high school students. There are approximately 66 employees in the CCEA unit.
3. The JCISD and the CCEA are parties to a collective bargaining agreement, effective from July 1, 2013 through December 31, 2015. Article XVI of the labor agreement indicates that either party may request a reopening of negotiations as to health insurance applicable on or after July 1, 2014. Appendix B of the labor agreement describes the negotiated health insurance benefits. {Exhibit _____}
4. The MEA also has two other units of JCISD employees, the Jackson Intermediate Education Association (JIEA) and the Educational Support Personnel (ESPA). Both groups were originally involved with negotiations with the JCISD over the matter addressed in this petition, but have settled labor agreements that addressed the instant issue.
5. The Michigan Legislature passed the Abortion Insurance Opt-Out Act (PA 182 of 2013, MCL 550.541 *et seq.*), effective March 14, 2014. {Exhibit _____}
 - A. The statute requires insurance companies offering group health plans in Michigan that choose to offer elective abortion coverage to exclude elective abortion coverage from the standard group health insurance plan design, but allows companies to offer group plan purchasers an optional rider to add this benefit on to the base group plan at an additional cost.
 - B. "Elective abortion" is defined in the statute as "the intentional use of an instrument, drug or other substance or device to terminate a woman's pregnancy for a reason other than

to increase the probability of a live birth, to preserve the health of the child after live birth, or to remove a fetus that has died as a result of natural cause, accidental trauma, or a criminal assault on the pregnant woman." "Elective abortion" does not include and of the following:

- Use or prescription of a drug or device intended as a contraceptive
 - The intentional use of an instrument, drug or other substance or device by a physician to terminate a woman's pregnancy if the woman's physical condition, in the physician's reasonable medical judgment, necessitates the termination of the woman's pregnancy to avert her death
 - Treatment of a pregnant woman who is experiencing a miscarriage or has been diagnosed with an ectopic pregnancy
6. During or about early May, 2014, the JCISD asked to meet with the CCEA (and other bargaining units) to alter the terms of the bargaining unit's health insurance to discontinue the then-existing elective abortion coverage
 7. The parties met on 5/5/14. The JCISD shared a copy of the statute, a summary of the law change, and the Employer's proposal. {Exhibit _____} The Uniserv Director indicated she would get input from MEA legal staff.
 8. The parties met again on 6/11/14. The CCEA rejected the JCISD proposal. The parties agreed the issue is *not financial* for either party as the cost for the rider is minimal (approximately \$.10 to \$.28 per covered employee, per month, depending on coverage). The parties had additional discussion regarding the application of the statute in cases of rape and incest; and whether it was possible to "carve out" some situations in which elective abortion could be allowed. The JCISD representative indicated that the statute did not allow "carving out" certain exceptions to the restrictions on elective abortion. The JCISD representative said that the JCISD Board position remained that it did not want the elective abortion rider in any of its group health plans. The CCEA (and other MEA unit) representatives indicated they would address their concerns directly with the Board of Education.
 9. At the 6/24/14 Board of Education meeting, the Uniserv Director spoke on behalf of all three MEA bargaining units, specifically indicating:
 - the Board's position does not allow insurance coverage for employees/beneficiaries in situations involving medical emergencies and criminal acts
 - the Board's position may impose a devastating financial burden on an employee seeking an elective abortion
 - the Board's position may force some families to deal with a child with severe birth defects when they do not have the resources to do so
 - a mother's health could be harmed if she does not have this option
 - the cost of the benefit is minimal because it is rarely used
 - members should be able to make this decision without Board limitation
 10. Following the Uniserv Director's statement, the Board had a closed session discussion of the issue. Following the closed session, the Board President said:
 - the Board understood this was a highly sensitive issue that the legislature has put before all Michigan employers
 - the strict parameters of the legislation do not allow a middle ground

- individual Board members have different reasons for arriving at the Board's position, but the Board consensus remains unchanged regarding the direction given to the Board's bargaining team.

- The parties met again. Neither party's position had changed. The Uniserv Director indicated that she would contact MERC for mediation assistance.
- On 7/1/14, the new insurance plan year commenced for all plans. (The JIEA unit has MESSA coverage; the CCEA and ESPA units have BCBSM options, along with a non-MEA bargaining unit and the non-union Administrative/Managerial/Technical personnel.) The two insurance providers interpreted the statute differently.
 - MESSA determined the employer needed to ask to have the elective abortion rider added to the plan for the new plan year. (The JCISD did not request the addition of the rider.)
 - BCBSM determined that employers that had elective abortion coverage in the prior year would be presumed to want the elective abortion rider added to replicate the preexisting benefit; it required employers in this situation to notify the company that they did not want the rider. (The JCISD did not request the deletion of the rider on July 1, pending the outcome of on-going negotiations.)
- The parties participated in mediation pursuant to MERC rules, with Sidney McBride on 9/3/14. No resolution was achieved.
- The employer representative met with the Board of Education again on 9/9/14. The employer filed Petitions for Fact Finding on 9/10/14. Fact Finder Don. R. Bershbback was appointed for this matter. The Pre-hearing conference was held on 11/13/14.
- As of the commencement of the Factfinding hearing, the following chart summarizes the status of the elective abortion benefit for each JCISD employee group:

Unit	Insurance Company	Benefit Status
JIEA	MESSA	The JCISD did not request addition of the rider on July 1, 2014. The JIEA and JCISD later agreed to the exclusion of the rider when the parties settled the 2015-17 contract.
Transportation	BCBSM	BCBSM added the elective abortion rider to the health plans offered to this group, as the plan applicable to the prior year included the benefit. The parties agreed to remove the benefit, but the JCISD delayed implementation in hope of resolving the matter with all BCBSM benefit units and making the change once, for all groups.*
Administrative (not unionized)	BCBSM	BCBSM added the elective abortion rider to the health plans offered to this group, as the plan applicable to the prior year included the benefit. The employer discussed removal the benefit at a voluntary unit meeting, but the JCISD delayed implementation in hope of resolving the matter with

		all BCBSM benefit units and making the change once, for all groups.*
ESPA	BCBSM	BCBSM added the elective abortion rider to the health plans offered to this group, as the plan applicable to the prior year included the benefit. The parties have subsequently agreed to remove the benefit. *
CCEA	BCBSM	BCBSM added the elective abortion rider to the health plans offered to this group, as the plan applicable to the prior year included the benefit. No change has been made to the plan pending outcome of the Fact Finding process.

*When the employer contacted BCBSM to bifurcate the benefit groups to eliminate the rider for the Transportation, ESPA and Administrative groups, BCBSM advised it will not bifurcate the benefit groups or remove the rider with less than six months remaining in the plan year. Therefore, the entire group will not have the change until July 1, 2015.

ABORTION INSURANCE OPT-OUT ACT
Act 182 of 2013

AN INITIATION of Legislation to enact the Abortion Insurance Opt-Out Act. The initiated law would require the purchase of coverage for elective abortion in a health care plan to be by an optional rider only; require notice to employees for whom elective abortion coverage is purchased by their employer; and provide penalties for violations of this act.

History: 2013, Act 182, Eff. Mar. 14, 2014.

Compiler's note: Enacting section 1 of Act 182 of 2013 provides:

"Enacting Section 1. If any part or parts of this act are found to be in conflict with the state constitution of 1963, the United States constitution, or federal law, this act shall be implemented to the maximum extent that the state constitution of 1963, the United States constitution, and federal law permit. Any provision held invalid or inoperative shall be severable from the remaining portions of this act."

The People of the State of Michigan enact:

550.541 Short title.

Sec. 1. This act shall be known and may be cited as the "Abortion Insurance Opt-Out Act."

History: 2013, Act 182, Eff. Mar. 14, 2014.

Compiler's note: Enacting section 1 of Act 182 of 2013 provides:

"Enacting Section 1. If any part or parts of this act are found to be in conflict with the state constitution of 1963, the United States constitution, or federal law, this act shall be implemented to the maximum extent that the state constitution of 1963, the United States constitution, and federal law permit. Any provision held invalid or inoperative shall be severable from the remaining portions of this act."

550.542 Coverage provided by qualified health plan offered through American health benefit exchange; elective abortion; optional rider.

Sec. 2. A qualified health plan offered through an American health benefit exchange in this state pursuant to the Patient Protection and Affordable Care Act, Public Law 111-148, as amended by the Health Care and Education Reconciliation Act of 2010, Public Law 111-152, shall not provide coverage for elective abortion. This section does not prohibit an individual, organization, or employer participating in a qualified health plan offered through an American health benefit exchange in this state from purchasing supplemental coverage for elective abortion outside of the exchange by an optional rider as provided in this act.

History: 2013, Act 182, Eff. Mar. 14, 2014.

Compiler's note: Enacting section 1 of Act 182 of 2013 provides:

"Enacting Section 1. If any part or parts of this act are found to be in conflict with the state constitution of 1963, the United States constitution, or federal law, this act shall be implemented to the maximum extent that the state constitution of 1963, the United States constitution, and federal law permit. Any provision held invalid or inoperative shall be severable from the remaining portions of this act."

550.543 Certificate, policy, or contract; coverage for elective abortion; optional rider.

Sec. 3. An expense-incurred hospital, medical or surgical policy or certificate, or health care corporation group or nongroup certificate delivered, issued for delivery, or renewed in this state, or a health maintenance organization group or individual contract offered outside of an American health benefit exchange shall provide coverage for elective abortion only by an optional rider for which an additional premium has been paid by the purchaser.

History: 2013, Act 182, Eff. Mar. 14, 2014.

Compiler's note: Enacting section 1 of Act 182 of 2013 provides:

"Enacting Section 1. If any part or parts of this act are found to be in conflict with the state constitution of 1963, the United States constitution, or federal law, this act shall be implemented to the maximum extent that the state constitution of 1963, the United States constitution, and federal law permit. Any provision held invalid or inoperative shall be severable from the remaining portions of this act."

550.544 Purchase of optional rider by employer.

Sec. 4. An employer may purchase an optional rider to provide coverage for elective abortion if the employer provides notice to each employee that elective abortion will be included as a rider to his or her health coverage and that the coverage may be used by a covered dependent without notice to the employee.

History: 2013, Act 182, Eff. Mar. 14, 2014.

Compiler's note: Enacting section 1 of Act 182 of 2013 provides:

"Enacting Section 1. If any part or parts of this act are found to be in conflict with the state constitution of 1963, the United States constitution, or federal law, this act shall be implemented to the maximum extent that the state constitution of 1963, the United States constitution, and federal law permit. Any provision held invalid or inoperative shall be severable from the remaining portions of this act."

550.545 Offer of optional rider not required.

Sec. 5. This act does not require an insurer, health maintenance organization, health care corporation or

**Jackson County Intermediate School District Employee Groups
Unit Descriptions, Union Affiliation, Health Insurance Coverage, Status of Elective Abortion Benefit**

Employee Group	Group Description	Union Affiliation	Health Insurance	Status of Elective Abortion Rider Negotiations	Status of Elective Abortion Benefit on 01/22/15
Career Center Education Association	Vocational program instructors, assistants and coordinators (approx 66 members)	MEA affiliate	Blue Cross Blue Shield of Michigan	Elective abortion issue not resolved via negotiations. The parties are involved in fact finding. NOTE: Earliest date rider can be eliminated, per BC, is 7/1/15, but must provide notice by 5/1/15.	Effective 7/1/14 BC <u>added</u> elective abortion rider pending the employer providing notice to remove it.
Jackson Intermediate Education Association	Special education teachers, assistants, consultants and therapists (approx 270 members)	MEA affiliate	MESSA	Elective abortion issue resolved via negotiations. Rider was not added.	Effective 7/1/14, MESSA <u>eliminated</u> elective abortion benefit from plan pending employer notice to add it back.
Educational Support Personnel Association	Secretaries, maintenance and custodians (approx 35 members)	MEA affiliate	Blue Cross Blue Shield of Michigan	Elective abortion issue resolved via negotiations. Earliest date rider can be eliminated, per BC, is 7/1/15, but must provide notice by 5/1/15.	Effective 7/1/14 BC <u>added</u> elective abortion rider pending the employer providing notice to remove it.
Transportation Unit	Bus drivers and attendants (approx 40 members)	Independent Bargaining Unit	Blue Cross Blue Shield of Michigan	Elective abortion issue resolved via negotiations. Earliest date rider can be eliminated, per BC, is 7/1/15, but must provide notice by 5/1/15.	Effective 7/1/14 BC <u>added</u> elective abortion rider pending the employer providing notice to remove it.
Administrative, Managerial and Technical Staff	Administrators, managers, technical and operations staff (approx 100 full- and part-time members)	Not unionized	Blue Cross Blue Shield of Michigan	Not a union group. No negotiations. Change will be implemented with other BC groups. Earliest date rider can be eliminated, per BC, is 7/1/15, but must provide notice by 5/1/15.	Effective 7/1/14 BC <u>added</u> elective abortion rider pending the employer providing notice to remove it.