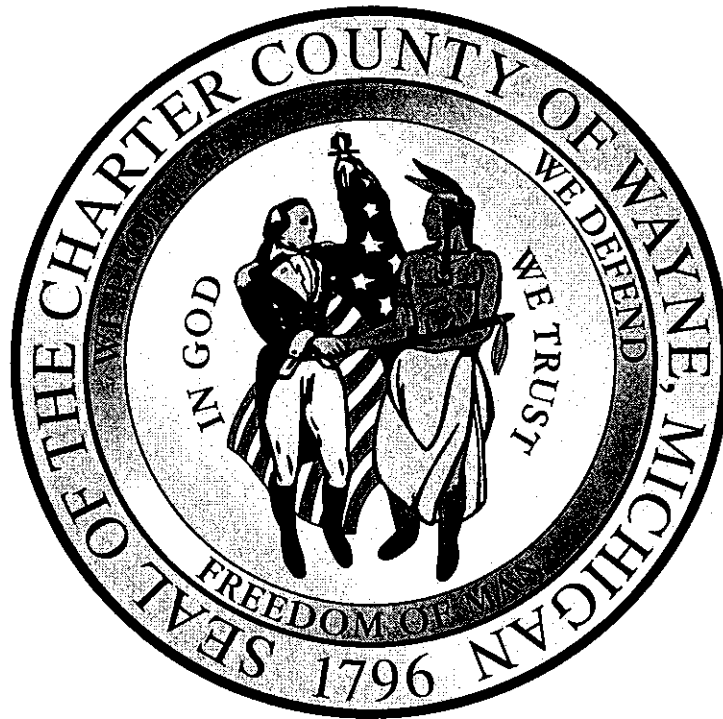


COLLECTIVE BARGAINING AGREEMENT

BETWEEN



**Robert A. Ficano
County Executive**

- AND -

The Government Bar Association

**DECEMBER 1, 2004
THROUGH
SEPTEMBER 30, 2011**

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AGREEMENT

This Agreement is entered into by and between the County of Wayne, Michigan, hereinafter referred to as the Employer, and the Employees as represented by the Wayne County Government Bar Association, hereinafter referred to as the Association.

PURPOSE AND INTENT

The purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual benefit of the Employer, its employees and the Association.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing and the employees' success in rendering services to the public.

Therefore, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

The parties further recognize that the Employer and Association are legally obligated and morally obliged to guarantee to all citizens a fair and equal opportunity for employment and to these ends agree that no persons shall be denied employment, or membership in the Association nor in any way be discriminated against in violation of statute or the Wayne County Charter, including, but not limited to, on the basis of sex, age, race, color, creed, national origin, political or religious beliefs, disability, or marital status, except where based on a bona fide occupational qualification.

ARTICLE 1 - RECOGNITION

1.01

Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act, as amended, the Employer does hereby reaffirm its prior recognition of the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to establishing wages, salaries, hours of employment, handling of disputes and all other terms and conditions of employment for the employees in the bargaining unit as defined below:

Attorney Trainee

Assistant Prosecuting Attorney 1

Assistant Corporation Counsel 1

Attorney 1

Assistant Prosecuting Attorney 2
Assistant Corporation Counsel 2
Attorney 2

Assistant Prosecuting Attorney 3
Assistant Corporation Counsel 3
Attorney 3

Assistant Prosecuting Attorney 4
Assistant Corporation Counsel 4
Attorney 4

Lead Attorney

1.02

The following listed classification(s) shall be in the GBA Executive Service and are deemed "at will" positions. These positions shall be filled by appointment at the sole discretion of the Appointing Authority, and individuals in these positions shall serve at the sole discretion of the Appointing Authority. Compensation for Executive Service positions listed below are reviewed and adjusted through the Executive Compensation Program:

Lead Attorney

An employee whose appointment is not continued shall have the right to be reinstated to other positions in accord with the provisions of this Agreement provided the employee is qualified for and has previously gained status in the classified position(s) available.

1.03 Change in Class

New classes may be added thereto by agreement between the parties; however, bargaining unit positions shall not be reclassified or retitled for the purpose of removing same or that has the effect of removing same from the bargaining unit without the prior agreement of the parties.

ARTICLE 2 - AID TO OTHER LABOR GROUPS

2.01

The Employer agrees not to aid, promote, or finance any other labor group organization

which purports to engage in collective bargaining or to make any agreements with any such group or organization for the purpose of undermining the Association.

2.02

The Association agrees not to make labor agreements with any other organizations to undermine the interest of the Employer.

ARTICLE 3 - ASSOCIATION SECURITY

3.01

To the extent that the laws of the State of Michigan permit, it is agreed that:

- A. Employees covered by this Agreement at the time it becomes effective who are members of the Association at that time shall be required to continue membership in the Association or pay a monthly service charge for the duration of this Agreement.
- B. Employees covered by this Agreement as defined in Article 1 entitled, "Recognition", who are not members of the Association at the time it becomes effective and who have been employed for a period of thirty (30) days who do not make application for membership in the Association within thirty (30) days after the effective date of this Agreement shall, commencing with the first biweekly payroll period thereafter and for the duration of this Agreement, pay to the Association a service charge in an amount equal to the regular monthly dues as a contribution toward the administration of this Agreement.
- C. Employees covered by this Agreement as defined in Article 1 entitled "Recognition", who are not members of the Association at the time it becomes effective and who have been employed for less than thirty (30) days, and employees hired, rehired, or transferred into the bargaining unit after the effective date of this Agreement, who do not make application for membership in the Association within thirty (30) days of service shall, commencing with the first biweekly payroll period, pay the Association the service charge defined in (B) above.

3.02

In the event any employee fails to comply with the provisions set forth in Section 3.01 above, the Association will request termination of the employee by written notice to the Labor Relations Director with a copy to the employee by certified mail. Upon receipt of such written notice, the Labor Relations Director shall, within ten (10) workdays, notify the employee that unless there is immediate compliance, the employee will be

terminated not later than the end of the next pay period. The employee shall then be terminated unless the employee can produce evidence of compliance.

ARTICLE 4 - PAYMENT OF ASSOCIATION DUES & SERVICE CHARGE

4.01

During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Association membership dues and service charge levied in accordance with the By-laws of the Association from the pay of each employee who executes or has executed an "Authorization for Payroll Deduction for Association Dues" form or an "Authorization for Payroll Deduction for Service Charge" form. The dues or service charge must be tendered by payroll deduction.

Employees who do not make application for membership in the Association as outlined in Article 3 shall tender the monthly service charge by signing the "Authorization for Payroll Deduction of Service Charge" form.

4.02

Deductions shall be made only in accordance with the provision of the "Authorization for Payroll Deduction of Association Dues" form or "Authorization for Payroll Deduction of Service Charge" form.

4.03

A properly executed copy of the "Authorization for Payroll Deduction of Association Dues" form for each employee for whom Association membership dues are to be deducted shall be delivered to the Employer before any payroll deductions are made. Likewise, a properly executed copy of the "Authorization for Payroll Deduction of Service Charge" form for each employee for whom an Association service charge is to be deducted shall be delivered to the employer before any payroll deductions are made. Any authorization forms that are incomplete or in error will be returned promptly to the Association's designated financial officer by the Employer.

4.04

Deductions for each calendar month shall be remitted to the designated officer for the Association with a listing of employees for whom said deductions were made within fifteen (15) days after date of deduction.

4.05

The Employer shall not be liable to the Association by reason of the requirements of this

article for the remittance of payment of any wages earned by employees.

4.06

The Association will defend, indemnify, and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken by the Employer for the purpose of complying with Articles 3 and 4 of this Agreement. The Association security provision under Article 3 shall not be operative as to any individual non-Association member who contests this Article regarding the appropriateness of the amount of the service fees charged, as required by law.

4.07

The Association must maintain procedures that provide nonmembers with (1) an adequate explanation of the basis for the Association's service charge including disclosure of all major categories of expenses; (2) a reasonably prompt opportunity to object to the fee before an impartial decision maker; (3) the escrow of amounts reasonably in dispute while the challenges are pending and (4) advance reduction of fees for expense categories unrelated to negotiations or contract administration and clearly expended for ideological purposes.

The Association will inform the County in writing that it has complied with all requirements of those procedures before the County makes the required payroll deductions from bargaining unit members whose fees are at issue.

4.08

The Association agrees to provide the Labor Relations Director with a copy of its current service charge collection procedure. If the collection procedure is altered or amended the Association must provide the Labor Relations Director with a copy of the revised procedure. The Association and representatives of the Labor Relations Division will meet and discuss concerns related to the procedure when necessary.

ARTICLE 5 - STRIKES AND LOCKOUTS

5.01

The parties to this Agreement recognize the service nature of governmental agencies and the duty of the Employer to render continuous service to the citizenry. Therefore, the Association agrees that it will not call, engage in, participate in or sanction any strike, sympathy strike, stoppage of work, sit down or any other interference with the conduct of the business of the Employer. The Employer agrees that it shall not lock out its employees.

5.02

The Association agrees that in the event of a strike, stoppage of work, sit down or slow down by other County employees, the members of the Association will continue the legal functions of County government.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01

The Employer shall have and possess the right to manage its agencies, departments and offices and to direct its affairs, operations and the services of its employees, except where in conflict with or changed by the provisions of this Agreement.

6.02

The departments where bargaining unit members are assigned shall also have the right to establish reasonable work rules, not in conflict with this Agreement, and the number and location of facilities needed to perform the work.

ARTICLE 7 - CIVIL SERVICE RULES

7.01

To the extent they are not in conflict with other provisions of this Agreement, the existing Wayne County Civil Service Rules, together with any amendments subsequently adopted and approved, are incorporated by reference into this Agreement. Any incorporation of new or modified rules during the term of this Agreement shall be negotiated between the Department of Personnel/Human Resources and the Association, and no modification, deletion or change shall be effective without prior notification and bargaining with the Association and the mutual agreement of the parties.

ARTICLE 8 - REPRESENTATION

8.01

It is mutually agreed that for the purposes of operating under this Agreement, employees shall be entitled to representation by a representative of the Association designated to participate in disciplinary and grievance procedures. The Association shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except no matter concerning discipline, layoff or termination of a probationary employee shall be

subject to the grievance procedure.

8.02

A designated representative of the Association shall be allowed time off without loss of compensation to participate in disciplinary and grievance procedures, provided that such time off shall be limited to the employee's regular work hours and further provided that prior approval is given to the representative by the employee's immediate supervisor. Such approval shall not be unreasonably withheld.

8.03

The Association bargaining committee shall be allowed time off without loss of compensation to participate in bargaining procedures, provided that such time off shall be limited to the employee's regular work hours. The Employer shall not unreasonably deny any member of the Bargaining Committee the required time off.

8.04

The Association bargaining committee for purposes of contract negotiations shall be made up of four (4) members and the President of the Association.

8.05

The Association shall provide a written list of those representatives designated in this Article.

8.06

Two (2) positions in the Office of the Corporation Counsel will be excluded from the bargaining unit as Labor Attorneys.

ARTICLE 9 - SETTLEMENT OF DISPUTES

9.01

Whenever an employee believes there is cause for a grievance as it relates to the interpretation or application of this Agreement, including work rules and the Wayne County Civil Service Rules, the procedure hereinafter provided shall be followed.

9.02

The grievance procedure contained in this Agreement shall be the exclusive grievance procedure for all members of the bargaining unit. If an employee elects to use the

Michigan Veterans' Preference Act, the employee waives the right to proceed under this grievance procedure.

9.03

The Association shall have the right to commence a grievance at the level of management causing the alleged grievance. Grievances involving disciplinary actions taken against an employee shall be initiated at Step 2 of the grievance procedure. An oral or written reprimand shall not be subject to the grievance procedure except if it is being used as a basis for progressive discipline under this Article. Probationary employees shall not have access to the grievance procedure in matters of discipline or discharge.

9.04

In the event differences should arise between the Employer and the Association or a member of the bargaining unit during the term of this Agreement as to the interpretation or application of any of its provisions, the parties shall act in good faith to promptly resolve such differences. An employee, alone or with a representative of the Association, may discuss the complaint with the Supervising Attorney within ten (10) working days of the reported grievance. The Supervising Attorney shall attempt to resolve the matter and shall respond orally to the employee or designated Association representative within five (5) working days. If the grievance or dispute is not satisfactorily settled by discussion, the following procedure shall be followed:

Step 1

- A. The Association shall, within ten (10) working days after the discussion was held and the response due, present the grievance in writing to the Supervising Attorney.
- B. Written grievances shall specifically describe the nature of the complaint, the date the alleged grievance occurred, the identity of the employee or employees involved, and the provisions of this Agreement the Association claims the Employer has abridged or failed to apply.
- C. The Supervising Attorney shall respond in writing to the President of the Association within five (5) working days after receipt of the grievance.

Step 2

- A. If the grievance is not satisfactorily answered in Step 1, the Association shall, within ten (10) working days after receiving the answer in Step 1, present the grievance to the Department Head or designated representative.

- B. The Department Head or designated representative shall respond in writing to the President of the Association within ten (10) working days after receipt of the grievance.

Step 3

- A. If the grievance is not satisfactorily settled in Step 2, the Association may present the written grievance and answers to the Labor Relations Division within five (5) working days after receipt of the Step 2 answer.
- B. Representatives of the Association, a management representative, and the Labor Relations Division shall thereupon meet within ten (10) working days of submission of the grievance to this step to discuss the grievance.
- C. The Labor Relations Division shall, within ten (10) working days of the conclusion of the meeting in Step 3, submit to the President of the Association, in writing, the disposition of the appeal.

Step 4

- A. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. Such notice shall be given within thirty (30) calendar days of receipt of the Step 3 answer. If the 30th calendar day falls on a weekend or a holiday, notice may be given on the first working day following the 30th calendar day. Arbitration shall be conducted under the rules of the Federal Mediation and Conciliation Service, provided that each party shall have the right to strike one panel submitted by the Service. The arbitrator shall be selected by the parties alternatively striking one name on the panel, with the last remaining name being the arbitrator selected. The Employer and Association will flip a coin. The person who wins the coin flip will determine which party shall strike the first name.

The costs of the arbitrator and the fees, if any, of the Federal Mediation and Conciliation Service shall be shared equally by the Association and the Employer.

- B. The arbitrator shall limit his or her decision strictly to the interpretation, application or enforcement of this Agreement, and shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying the terms of this Agreement or any Supplementary Agreement, or to grant any wage increases or decreases. The arbitrator's decision shall be final and binding on the Employer, on the employee(s), and on the Association.
- C. All claims or awards for back wages shall be limited to ten (10) workdays from the written grievance except in cases of improper recall, in which case the employee will be made whole. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less any compensation

received for employment or unemployment compensation obtained subsequent to removal from the payroll of the Employer.

- D. The representatives of the Association shall not lose pay for time off the job while attending the arbitration proceeding or for processing the grievance at any level.
- E. In the event a case is appealed to an arbitrator and it is found that the arbitrator has no power to rule on the case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
- F. No testimony or evidence of settlement negotiations at any step of the grievance procedure shall be introduced in arbitration by either party.

9.05

Failure of the Association to appeal any grievance to the next highest step within the designated time limit shall constitute acceptance of the Employer's last response, while failure by the Employer to act upon a grievance within the specified time shall permit the Association to appeal immediately to the next step.

9.06

It is understood between the parties that any of the time periods at any step of this grievance procedure may be extended by mutual agreement in writing, and further, that working days shall not include Saturday, Sunday or holidays.

9.07

The appointing authority, with the agreement of the Department of Personnel/Human Resources, may negotiate separation or buyout agreements with individual members. The Association may counsel the member; however, the Association agrees not to pursue any grievance or other administrative or legal remedy in connection with this provision other than to enforce the provisions of such agreement which impact on the rights of the Association.

ARTICLE 10 - DISCIPLINARY PROCEDURE

10.01

Employees shall not be subject to any form of discipline except for just cause. If the Association determines to appeal any disciplinary action other than oral and written reprimands, it shall file a grievance in accordance with Article 9.

10.02

All incident and other investigation reports then available shall be included with the disciplinary papers when served, with copies furnished to the Association.

10.03

Before any employee shall be required to make any written statement or written reply pertaining to any alleged misconduct on his or her part, the matter shall first be discussed between the employee, the Association representative, and the supervisor. The employee shall have twenty-four (24) hours after such meeting to make the written statement, with a copy furnished to the Association representative if the employee so desires.

10.04

Disciplinary action may be imposed upon an employee for failure to fulfill the employee's job responsibilities or for improper conduct while on the job, or for off-the-job conduct which is related to the employee's employment and which has an actual or reasonably foreseeable adverse effect upon the County.

10.05

The Association representative shall be present at the time disciplinary action is imposed and shall represent the employee at all levels of disciplinary proceedings. An oral or written reprimand shall not be subject to the grievance procedure except if it is being used as a basis for progressive discipline under this Article.

10.06

The intent and purpose of the following is to provide for progressive disciplinary action.

- A. Oral Reprimand;
- B. Written Reprimand;
- C. Suspension; and
- D. Removal or discharge.

10.07

Nothing in this section shall prevent the department from taking appropriate disciplinary action, without regard to progressive discipline, for serious offenses warranting such action.

10.08

Should it be necessary to reprimand any employee, the reprimand shall be given so as not to cause embarrassment to the employee before other employees or the public.

10.09

The Labor Relations Director or a designated representative may modify a disciplinary action except that the severity of the discipline shall not be increased but may be lessened.

10.10

There shall be one official personnel file. Upon request, an employee's official personnel file in the Personnel/Human Resources Department may be reviewed every six (6) months. Such request shall be complied with within five (5) workdays.

10.11

A notation of oral reprimand by date and subject only, may be placed in the employee's personnel file.

10.12

When initiating a disciplinary action on a current charge, the Employer shall not take into consideration any prior discipline if the employee has had 24 months of satisfactory service from the date of the prior discipline.

10.13

No employee of this bargaining unit shall be subject to disciplinary action for appearing before a State or Federal Grand Jury at which he or she presented testimony under oath and has been sworn to secrecy.

10.14

Employees charged with the commission of any felony or with a misdemeanor involving criminal immoral conduct which is related to the employee's employment and which has actual or reasonably foreseeable adverse effect upon the County, shall have the circumstances unilaterally reviewed by the Employer. After said review, the employee may be suspended without pay or benefits pending the judicial determination of said charge at the trial level.

10.15

Employees convicted of the commission of any felony or a misdemeanor during work hours or related to their work location or job responsibility may be disciplined.

10.16

No employee of this bargaining unit will be subject to disciplinary action for taking part in political activity when not on duty.

ARTICLE 11 - SPECIAL CONFERENCES

11.01

Special conferences for important matters will be arranged between the Association President and the Employer upon request of either party. Unless otherwise agreed, such meeting shall be between a representative of the involved department, a representative of Wayne County Department of Personnel/Human Resources and two (2) representatives of the Association. Unless otherwise agreed, arrangements for such special conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting, together with the names of the conferees representing the requesting party, shall be presented at the time the conference is requested. Matters taken up in the special conference shall be confined to those included in the agenda. Such conference shall, to the extent possible, be held during regular work hours. Members of the Association shall not lose time or pay for the time spent in such special conferences and no additional compensation shall be paid to such employees for time spent in such conferences beyond regular work hours.

ARTICLE 12 - PRIVATE LAW PRACTICE AND OUTSIDE EMPLOYMENT

12.01 Private Law Practice

- A. Employees represented by the Association may not engage in the private practice of law or maintain a business affiliation with any attorney or law firm engaged in the specialized or general practice of law.
 - B. Acceptance of any financial remuneration for legal services, including but not limited to referral fees, is prohibited conduct.
 - C. It shall not be deemed a violation of this section for an Association member to draft occasional basic legal documents, do legal research, or provide limited legal representation for immediate family members or relatives (as defined in Section
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22.03) provided the research, legal representation and document preparation are performed during non-scheduled work hours and without the use of the Employer's personnel, equipment or materials.

1. Employees in the Office of Corporation Counsel may provide limited legal representation for non-Wayne County civil infractions, misdemeanors, probate matters and administrative hearings, as long as the representation is not in conflict with Wayne County.

2. Employees in the Prosecutor's Office may provide limited legal representation for non-Wayne County civil infractions, probate matters and administrative hearings, as long as the representation is not in conflict with Wayne County. No criminal defense work may be performed in any county.

- D. It shall not be deemed a violation of this section for an Association member to provide pro bono legal services to a non-profit corporation or other charitable organization, provided this is done and the documents are prepared during non-scheduled work hours and without the use of the Employer's personnel, equipment or materials.
- E. Employees represented by the Association may only engage in the conduct permitted by sections C and D as permitted by the Michigan Rules of Professional Conduct and with the prior written approval of the department head. Such approval shall not be unreasonably withheld.
- F. The failure of an Association member to be in full and continuing compliance with Section 12.01 shall be grounds for immediate termination of the member's employment with Wayne County by the department head.

12.02 Outside Employment

- A. Employees represented by the Association may only engage in outside employment or business activities unrelated to the practice of law, with the prior approval of the department head, provided such activities do not in any way conflict with the members' employment duties and are conducted during non-scheduled work hours off the Employer's premises.
- B. Notwithstanding Section 12.02 (A), employees shall be permitted to serve as case evaluators. Employees must obtain the approval of the department head prior to the day(s) on which they are to serve as case evaluators. Employees shall use accumulated annual leave, and shall be entitled to retain payment received for such service. Preparation for serving as a case evaluator shall be done during non-scheduled work hours off the Employer's premises.
- C. The failure of an Association member to be in full and continuing compliance with
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Section 12.02 (A) shall be grounds for the immediate termination of the member's employment with Wayne County by the department head.

ARTICLE 13 - CAREER INCENTIVE PLAN

13.01 Promotions

Promotions shall be made in accordance with procedures that are set forth in the following situations:

- A. An employee in the classification of Attorney Trainee shall be promoted to the classification of Assistant Prosecuting Attorney 1 or Assistant Corporation Counsel 1 beginning the first pay period following admission to the State Bar of Michigan provided that the employee has completed a satisfactory probationary period of at least four (4) months duration. At the discretion of the department head, an employee who fails to pass the examination for admission to the Michigan State Bar may be terminated or continued as a trainee pending notification that the employee has passed the next regularly scheduled Michigan State Bar examination. During this extended waiting period, the trainee may be terminated as a probationary employee.
 - B. An employee who has completed a probationary period of 24 months as Assistant Prosecuting Attorney 1, Assistant Corporation Counsel 1 or Attorney 1, and has received a satisfactory performance evaluation shall be promoted to the classification of Assistant Corporation Counsel 2, Assistant Prosecuting Attorney 2 or Attorney 2, unless he or she has been promoted earlier at the discretion of the appointing authority.
 - C. An employee who promoted to an Assistant Prosecuting Attorney 2, Assistant Corporation Counsel 2 or Attorney 2 must complete a twelve (12) month probation period. An employee who has been employed as an Assistant Prosecuting Attorney 2 or Assistant Corporation Counsel 2 or Attorney 2 for a period of three (3) years and has received an acceptable rating on the most recent annual performance evaluation shall be promoted to the classification of Assistant Prosecuting Attorney 3 or Assistant Corporation Counsel 3 or Attorney 3, respectively, unless the employee has been promoted earlier at the discretion of the appointing authority. Employees promoted to Assistant Prosecuting Attorney 3, Assistant Corporation Counsel 3 or Attorney 3 must complete a 12-month evaluation period.
 - D. An employee who has completed a twelve (12) month probationary period in the classification of Assistant Corporation Counsel 3, Assistant Prosecuting Attorney 3 or Attorney 3 shall be eligible for promotion to the classification of Assistant Prosecuting Attorney 4, Assistant Corporation Counsel 4 or Attorney 4 by a
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reclassification which is approved by the department head and the Department of Personnel/Human Resources, or by a posting of the opportunity of a promotion within a department listing the type of work to be performed and indicating the date by which interested applicants should give their notice of availability. Appointments to the position of Assistant Prosecuting Attorney 4 shall be by reclassification or lateral transfer or promotion (using a posting procedure) only. Appointments or promotions to the position of Assistant Corporation Counsel 4, or Attorney 4 or final selections pursuant to the OFFICE OF THE WAYNE COUNTY PROSECUTING ATTORNEY POSTING PROCEDURE and the reclassification procedure are not subject to the grievance procedure.

- E. All promotions under (A), (B), (C) and (D) above shall be effective beginning the first full pay period following successful completion of the specified time period.
- F. For the purpose of this Section, if the Employer fails to conduct an annual performance evaluation within two (2) weeks of an employee's anniversary date, the employee shall be credited with an acceptable rating.

OFFICE OF THE WAYNE COUNTY PROSECUTOR POSTING PROCEDURE:

1. Vacant positions, as so designated by the appointing authority and approved by the Budget Director and the Department of Personnel/Human Resources, shall be posted for a minimum of two weeks. The determination of whether a position is vacant shall not be subject to the grievance procedure.
 2. Applicants shall sign the posting and submit a *STATEMENT OF ACHIEVEMENT* to the designated department authority. This *STATEMENT OF ACHIEVEMENT* shall not exceed five pages in length. Applicants may also include attachments (recommendations, etc.) which shall not exceed eight pages in length.
 3. Evaluation of an applicant shall include the following for consideration:
 - Time-in-grade
 - Current and past assignments
 - Caseload and difficulty/complexity of cases handled
 - Professional reputation among peers
 - Specialized skills and knowledge
 - General work history
 - Any other relevant factors.
 4. Oral interviews may be scheduled for a select number of finalist applicants.
- G. An employee who is employed as an Assistant Prosecuting Attorney 2, 3 or 4, Assistant Corporation Counsel 2, 3, or 4 or Attorney 2, 3 or 4 shall be eligible for promotion to the position of Lead Attorney, provided the employee has completed the
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probation period for his or her classification. All promotions to the position of Lead Attorney shall be made at the discretion of the department head or appointing authority and an individual may be removed from the position of Lead Attorney at the will of the appointing authority.

13.02 Provisional Appointments/Promotions

Any member of the bargaining unit who has held a provisional appointment or provisional promotion continuously in the following classification(s) for a period of time equal to the probationary period specified for that classification (24 months for Assistant Prosecuting Attorney 1, Assistant Corporation Counsel 1 and Attorney 1; twelve (12) months for Assistant Prosecuting Attorney 2, 3, 4, or Assistant Corporation Counsel 2, 3, 4 or Attorney 2, 3, 4) shall be granted regular status in the classification in which such provisional appointment or provisional promotion is held.

13.03

(a.) The appointing authority or department head may hire attorneys directly into the classifications of Assistant Prosecuting Attorney 2 and 3 or Assistant Corporation Counsel 2, 3 and 4 or Attorney 2, 3 and 4, Lead Attorney or Principal Attorney. All appointments or promotions to the position(s) of Principal Attorney and Lead Attorney shall be made at the discretion of the Department head or appointing authority. A person in the position of Lead Attorney does not gain regular status in this classification; however, time in the classification of Lead Attorney shall be credited for purposes of completing time periods as an Assistant Prosecuting Attorney 2 or 3, Assistant Corporation Counsel 2 or 3, or Attorney 2 or 3 as set forth in the sections of this Article, provided the employee had status in the bargaining unit prior to appointment.

(b.) Any person removed from Principal Attorney, except for cause, shall have the right to be reinstated to other positions provided the employee is qualified for and has previously gained status in the classified position(s) available. Any person removed from Lead Attorney, except for cause, who had previously gained status in the bargaining unit, shall be reinstated to the last position held by the person or to the position for which the employee now has qualified based upon time in service as a Lead Attorney in accordance with subsection (a.) of this provision. Any person removed from Lead Attorney, except for cause, who had not previously gained status in another classification within the bargaining unit, shall be reinstated to the minimum entry level rate and classification of an Assistant Prosecuting Attorney 3, Assistant Corporation Counsel 3 or Attorney 3 (depending upon the appointing authority) with status provided the employee has successfully completed at least twelve (12) months in the classification of Lead Attorney.

ARTICLE 14 - PROFESSIONAL SEMINARS

14.01

In recognition of the need for continuing professional educational advancement, the Employer agrees to reimburse up to two thousand dollars (\$2000) per fiscal year from funds allocated to the Department of the Prosecuting Attorney or the Department of Corporation Counsel or other employing department, for each attorney during the term of this Agreement as provided below, for the purposes enumerated below.

- A. With the prior approval of the department head, attendance at professional conferences, seminars or programs which are designed to contribute to the advancement of attorneys' professional competence in an area relating to their work assignment. The selection of the conference, seminar, or program shall be made by the employee, and the attendance and required travel time to and from the conference, seminar or program shall be considered as time worked and paid at the employee's regular salary rate.

Attendance shall be limited to not more than three (3) such conferences, seminars or programs per calendar year during the term of this Agreement unless otherwise deemed essential to the betterment of the service by the Employer.

- B. With prior approval of the department head, purchase of PDA's, legal books, including recognized legal classics and legal periodicals, including, but not limited to ICLE publications, textbooks, and seminar publications and legal CD roms. Approval, processing, and reimbursement will be determined the same as tuition procedures for conferences, seminars and programs.
- C. Employees with prior approval of their department head, may use tuition reimbursement to recoup payments made on student loans that the employee obtained to cover law school tuition. Only loan payments made on or after the date the Wayne County Executive executes this collective bargaining agreement will be eligible for reimbursement.

14.02 Application Process

- A. An employee must complete an application form provided by the Employer and submit it for department approval.
- B. Applications must be received by the Department of Personnel/Human Resources no later than two (2) weeks prior to the beginning date of the conference, seminar or program. Late applications will be handled on a case-by-case basis for approval.

- C. The Department of Personnel/Human Resources will review all applications and return them to the employee either approved or disapproved prior to the start of the conference, seminar or program.

14.03 Reimbursement Process

Reimbursement will be made to an employee who:

- A. Secures written approval to attend the conference, seminar or program from the Department of Personnel/Human Resources.
- B. Submits documentation of travel and transportation expenses to, from and at the conference, seminar or program; registration, tuition or enrollment fees; lodging; meals; parking and any other necessary expenses, to the Department of Personnel/Human Resources no later than 60 days after the conclusion of the conferences, seminar or program.
- C. Is on the payroll at the time the application for refund is submitted for approval to the Department of Personnel/Human Resources. If the employee has been laid off due to a reduction in force and is on a recall list, the employee must have been on the payroll when he or she attended the conference, seminar or program.
- D. Has not been nor will be fully paid for the cost of tuition or related expenses by any other institution, scholarship, grant, or aid. The amount of tuition reimbursement will be offset to the extent that it is reimbursed or paid by other agencies, scholarships, grants, etc.

14.04 Program Administration

- A. The Department of Personnel/Human Resources reserves the right to deny tuition reimbursement to any employee found guilty of falsifying documentation or committing fraud for purposes of receiving tuition reimbursement.
- B. Applications denied at the Department level are considered disapproved and are not to be forwarded to the Department of Personnel/Human Resources.
- C. This program shall be administered by the Department of Personnel/Human Resources in accordance with established rules.

ARTICLE 15 - ANNUAL PERFORMANCE EVALUATION

15.01

The Employer will assess employees' performance using an Annual Performance

Evaluation which provides for ratings of "acceptable" or "unacceptable".

ARTICLE 16 - RECOGNITION OF PROFESSIONAL RESPONSIBILITY

16.01

The parties to this Agreement recognize that Michigan attorneys are bound by the Michigan Rules of Professional Conduct, the Michigan Oath, and Administrative Orders of the Supreme Court. Therefore, the Employer agrees that it will not require any member to perform or engage in conduct which conflicts with professional responsibility.

16.02

In recognition of the employee's professional responsibilities as a member of the State Bar of Michigan, the Employer shall pay annual basic state bar dues. On or before October 15th of each year, the employee shall deliver to the department head or designee the employee's annual State Bar invoice. If the employee fails to submit the invoice by October 15th, the employee shall be required to pay his or her bar dues directly and shall then be reimbursed by the Employer upon submission of proof of payment.

ARTICLE 17 - SENIORITY AND LAYOFFS

17.01

An employee may be laid off by the Employer pursuant to the Wayne County Civil Service Rules, whichever are in effect, when there is a lack of work or a lack of funds which requires a reduction in personnel in the particular department in which the member is employed. However, the Employer may not contract or subcontract, jurisdiction or responsibility heretofore performed by employees represented by the Association to any other individual, partnership, law firm or agency, public or private, if any employee capable of performing such work is on layoff, except if required by the Code of Professional Responsibility.

17.02

Notice of lay-off shall be issued by the Employer. Such notice shall be delivered to each employee affected not less than two (2) weeks prior to the effective date thereof.

17.03

For purposes of lay-off or bumping, departmental seniority, rather than County seniority shall be used. Departmental seniority is defined as the length of continuous service in

the department and in the bargaining unit from the most recent date of hire.

ARTICLE 18 - HOLIDAYS

18.01 Holidays

Except as modified by Section 18.02, employees in the bargaining unit shall be granted time off with pay for the following holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- Three (3) swing Holidays

All employees who complete one year of continuous service will receive a day off for their birthday, subject to prior approval of management. If management determines that an employee cannot take his or her birthday off, the employee shall be granted equivalent time off within thirty (30) days following the employee's birthday.

18.02

Employees assigned to a court shall be required to observe the holiday schedule established by that court; provided however, that no employee shall be granted time off with pay for a greater number of holidays than designated in Section 18.01. Should the situation arise where, in order to observe a court's holiday schedule, a member would be granted more holidays off than permitted under Section 18.01, the employee may be permitted to work if work is available, or shall be required to use accumulated holiday or annual leave time.

18.03

On or before January 15 of each year, the Employer will publish the date that each holiday will be celebrated.

18.04

Holidays occurring within the period of annual leave or sick leave shall not be counted as workdays in computing such leave.

18.05

An employee who desires to observe a religious holiday other than those enumerated above, shall be entitled to use accumulated holiday leave time for this purpose. The employee shall give notice of such intent to the department head not less than two (2) weeks prior to the occurrence of said holiday.

18.06

Employees who are required to work on any of the above holidays for a reason other than the performance of warrant duty [Article 26, Section 26.02], shall be credited with ten (10) hours of "holiday leave" time in lieu of such holiday. "Holiday leave" time may be accumulated up to a total of eighty (80) hours and may be used in connection with annual leave or compensatory time and may be taken as the employee and Employer mutually agree.

18.07

Upon retirement or separation from the service of the Employer, an employee shall be paid at one hundred percent (100%) of its then current value for all accumulated and unused "holiday leave" time. Such payments shall be included in the computation of average final compensation for retirement purposes for employees covered by Defined Benefit Plan #1.

ARTICLE 19 - ANNUAL LEAVE

19.01

All full-time employees shall be entitled to annual leave with pay computed at straight time rates, in accordance with the following regulations:

19.02

Employees shall not be entitled to use annual leave until one (1) year after their date of hire, except in cases of injury incurred in the line of duty or under emergency situations as the same shall be determined but the Employer or designee.

19.03

The number of annual leave days to be granted shall be determined by the employee's total length of continuous service. Periods of time serving the judicial branch of County government and periods of time serving as a personal or professional contractor shall be deducted from length of service.

An employee who is reinstated from duty disability retirement shall not be considered as having had a break in service and shall not have the period of said duty disability retirement deducted from the total length of service.

19.04

Annual leave shall be earned as follows:

<u>Upon Completion of Service Years</u>	<u>Annual Leave Hours Per Pay Period</u>
Less than 5	4
5	5
10	6
15	7
20	8

Earned hours will be appropriately credited in 24 of the 25 pay periods occurring annually and will be reflected accordingly on the first two (2) payroll checks of each month. In no event will an employee be credited with vacation leave on the third payroll check of any month earn more than the equivalent of two (2) pay periods worth of eligible vacation leave hours in any one (1) month.

19.05

Annual leave credit shall not be earned in any pay period in which the employee has less than sixty-six (66) hours of straight-time paid service.

19.06

All part-time employees shall be entitled to annual leave with pay on the same basis as provided in Sections 19.01 through 19.05 above in proportion to time actually worked.

19.07

Annual leave shall not be taken until earned. Annual leave shall only be taken in one-half hour increments.

19.08

No employee shall be permitted to accumulate annual leave beyond that which could be earned in two (2) years time. Upon reaching the maximum allowable accumulation, an employee shall not earn additional annual leave credits until the bank has been reduced below the maximum.

19.09

Section 19.08 above is modified to the extent that no employee separated from the County can be paid for any annual leave banked time in excess of one year's accumulation, as of the January 1st of the year of separation, plus whatever monthly earnings the employee has accrued between the preceding January 1st and the date of separation.

19.10

Section 19.08 above is also modified in that, any employee shall be able to accumulate annual leave above the maximum hours only if a pre-approved vacation was canceled due to operational needs of the Employer.

19.11 Scheduling of Vacations

Final decision as to whether any employee may take annual leave shall rest with the Employer, but no employee shall be required to work more than two years without an annual leave.

19.12

Holidays falling within the period of an annual leave shall not be counted as workdays.

19.13

Except as provided in Section 19.02 of this Agreement, an employee who is granted a leave of absence without pay shall be required to use all accumulated annual leave prior to the commencement of the leave of absence without pay.

19.14

Employees receiving workers' compensation and/or long-term disability benefits may, upon request, use accumulated annual leave to supplement their income. This supplement shall not exceed an amount sufficient to allow the employees to receive one hundred percent (100%) of their regular take home wage.

ARTICLE 20 - SICK AND PERSONAL LEAVE

20.01

An employee may utilize sick leave allowance for absences due to any of the following:

- A. Personal illness or physical incapacity;
- B. Exposure to contagious disease;
- C. Illness of a member of the immediate family who requires the employee's personal care and attention;
- D. Death of a relative other than the immediate family;
- E. To report to the Veterans Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment; or,
- F. Routine medical and dental appointments, upon prior notice to the appointing authority or designated representative.

Members may be required to provide evidence to an appropriate management representative that the sick time was utilized properly.

20.02

The following provisions shall apply only to those employees in the bargaining unit who elected to remain in Defined Benefit Plan 1 under the 1987-1991 contract:

- A. Sick leave accumulations for Plan 1 members existing on November 30, 1992, were frozen. All sick leave earned prior to November 30, 1992 was deposited into a primary sick leave bank which, if unused, shall be paid under one of the following options:
 - 1. Paid in cash at 80% of its November 30, 1992 value within 90 days of the employee's request for payment. At the employee's option, payment may also be taken in the form of deferred compensation. The decision and notification with respect to this option shall be given at the time request for payment is made. Payment of sick time under this option may be delayed for up to seven (7) years upon written notice to the Employer of the employee's intent to schedule such payments. Notice shall be given on the forms provided by the Department of Personnel/Human Resources. The dollar value of the payout shall remain frozen as of November 30, 1992, regardless of how the payments are scheduled. Once a request for payment has been made, the employee's sick leave bank shall be

considered closed.

2. Paid at the time of separation from County service based on its value at the time of separation. At retirement, payment shall be 75% of its value. Upon death, payment shall be 100% of its value. At other employment separation, payment shall be at 50% of its value.
- B. The rate of payment under paragraph (A) (2) above, shall be based upon the employee's regular annual salary rate at the time of separation, except for an employee separating from a leave of absence, in which case payment shall be made at the rate the employee was receiving at the commencement of the leave.
- C. Payments for sick leave provided in paragraphs (A) (1) and (2) above, shall not be included in average final compensation for computing any retirement benefits.

20.03

The following provisions shall apply only to those employees who established a primary sick leave bank as a result of transferring from Defined Benefit Plan #1 to any other retirement option under the provisions of the 1987-1991 Agreement.

- A. All sick leave earned prior to November 30, 1987 was deposited in a primary sick leave bank. For a ninety (90) day period commencing January 1, 1988, each employee elected one of the following options for disposition of the primary bank time.

Option 1.

Payment of sick time at 80% of its November 30, 1987 value. Payment was to be made in cash or deferred compensation up to a maximum of \$7,500 per year at the employee's option. Payments shall not count toward average final compensation.

Option 2.

Payment of sick time at the time of termination from County service. Payment shall be based on the value as of January 1, 1988. At retirement, payment shall be at 75% of its value. Upon death, payment shall be 100% of its value. At other employment termination, payment shall be at 50% of its value. All payments shall count toward average final compensation. Any excess in Option 1 above remaining at time of termination shall be paid in accordance with Option 2.

20.04

An employee who has been employed continuously during any calendar year and who

has not taken more than five (5) days of sick leave during that year, shall be granted an additional three (3) days of annual leave. Credit for such bonus annual leave shall be granted on or about January 1st of each year. If sick leave is used to supplement workers' compensation benefits, such sick leave shall be included in the five (5) days of sick leave usage when determining an employee's eligibility for bonus annual leave.

20.05 Cash Plan Sick Leave Program

- A. Effective January 1, 1998, all members of the bargaining unit are covered by the Cash Sick Leave Program.
- B. Effective January 1, 1998, all full-time employees will be credited with twelve (12) days of sick leave. Part-time employees shall be credited with six (6) days of sick leave.
- C. Employees entering the bargaining unit after January 1st will receive a pro-rated credit for sick leave equal to one-half ($\frac{1}{2}$) day or four (4) hours for each full month of the calendar year remaining. Effective January 1, 1998, full-time employees will receive a pro-rated credit for sick leave equal to one (1) day or eight (8) hours for each full month of the calendar year remaining. Part-time employees will receive four (4) hours for each full month of the calendar year remaining.
- D. At the end of each calendar year, a cash value will be computed for the first six (6) days [the first three (3) days for part-time employees or fifty percent (50%) of pro-rated days for new employees] of the unused sick leave credited and payment will be made on or before April 1st of the next calendar year at a rate of seventy-five percent (75%) of the then current value of such sick leave. In addition, a cash payment at the rate of one hundred percent (100%) of the then current value shall be made for unused bonus annual leave, up to three (3) days, which was also earned that preceding calendar year. Such payments shall be included in average final compensation for pension purposes.
- E. Employees separating during the calendar year shall be paid on a pro-rated basis for unused sick leave and bonus time on the same basis as indicated above.

20.06 Personal Business Leave

- A. All full-time employees who have completed one year of service and have available sick leave shall be entitled to utilize such sick leave for personal business leave not to exceed four (4) days in any one calendar year.
- B. Personal business leave days shall be used at the employee's discretion to the following extent:
 - 1. Upon reasonable notice to and with the approval of the department head

or the designated departmental representative. Reasonable notice shall be defined as twenty-four (24) hours.

2. Approval for personal business leave shall not be unreasonably withheld by the Department.
- C. Personal business leave days shall not be used as an adjunct to vacation time.
- D. Personal business leave may be requested by an employee in increments of not less than one (1) hour.
- E. Personal business leave days granted by the Department shall not be counted toward the three (3) day vacation bonus for non-use of sick leave as provided in Section 20.04 of this Article.

ARTICLE 21 - LEAVE WITHOUT PAY

21.01

A regular employee with at least six (6) months of service may be granted a leave of absence without pay upon prior written recommendation by the department head and approval by the Director of Personnel/Human Resources for any of the following reasons:

- A. Because of physical or mental disability of the employee; or for the care of the employee's spouse, son or daughter, or parent who has a serious health condition; or following the birth or placement of a child for adoption or foster care;
- B. Because the employee has been elected or appointed to a public office;
- C. Because the employee is entering the unclassified or exempt services of the employer;
- D. Because the employee is entering upon a course of training or study, in an approved education institution, for the purpose of improving the quality of the employee's service to the County or the purpose of qualifying for a promotion;
- E. Because the employee is seeking political office;
- F. Because of extraordinary reason sufficient to warrant such leave of absence.

21.02

An employee requesting a leave without pay under Section 21.01 (A) following the birth

or placement of a child for adoption or foster care may choose to, but cannot be required to exhaust annual or holiday leave before commencement of the leave. An employee requesting a leave without pay for any other reason under subsection 21.01 (A), must exhaust all sick, annual and holiday leave prior to the commencement of the leave. An employee requesting leave without pay for any other reason must exhaust all annual and holiday leave prior to the commencement of the leave, except for leaves to enter the unclassified service.

21.03

A leave due to the physical or mental disability of an employee may not exceed a six month period but may be extended beyond the first six (6) months for an additional period of time not to exceed a total leave without pay of 18 months. All extensions are at the discretion of the Director of Personnel/Human Resources.

Leaves to care for family members shall not exceed 12 weeks, except that such leaves may be extended under 21.01 (F).

Leaves to care for a child after the birth, adoption or placement for foster care shall not exceed twelve (12) weeks. Such leaves may be extended upon written request of the employee and with the approval of the department head and the Department of Personnel/ Human Resources for a period not to exceed six (6) months in total.

21.04

An employee who is attempting to return to work from a leave without pay for a physical or mental disability may be required to be examined and approved for work by a doctor of the County's choice. Where the County doctor determines that the employee is or is not able to return to work contrary to the employee's doctor, the parties may choose a neutral physician to render a third opinion.

21.05

An employee returning from a leave without pay under subsection 21.01 (A) shall be returned to the employee's former classification. An employee returning from a leave of absence without pay for any other reason shall be given a position in his or her former classification in an available vacancy. If no vacancy exists, the name of the employee shall be placed on the re-employment list for the classification.

21.06 Insurance Continuation

- A. Except for employees on long-term disability (whose entitlement to benefits is specified in Article 31), employees on leave without pay in accord with subsections 21.01 (A) are eligible for medical, optical, life and dental insurance for a period not to exceed three (3) months.

- B. Whenever employees are on approved leaves of absence because of illness and have exhausted all of their accumulated sick leave, the Employer shall continue to pay the full cost of medical, optical, dental and life insurance provided by the Employer for a period not to exceed six (6) months following termination of sick leave pay; provided, however, the employee shall have four (4) continuous years of service.

21.07 Military Leaves

Military Leaves shall be granted pursuant to the Wayne County Civil Service Rules or the Rules of the Department of Personnel/Human Resources, whichever are in effect.

ARTICLE 22 - BEREAVEMENT LEAVE

22.01

Employees shall be granted time off from their duties with compensation to make burial arrangements and/or attend funeral services of members of their immediate family or relatives under the following terms and conditions:

22.02

Bereavement leave shall be limited to three (3) workdays at any one time except that it may be extended to a maximum of five (5) workdays in the event that the funeral is to take place at a distance of over three hundred (300) miles from the City of Detroit. Such leave must be taken in conjunction with the funeral and shall not be cumulative. When an employee is entitled to three (3) days leave under this provision, and the funeral is within three hundred (300) miles, the employee shall, upon request, be granted two (2) days of personal leave charged against sick leave.

22.03

The term "immediate family" as used in this section shall mean the employee's present spouse, and the parents, present stepparents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, present stepchildren, brothers and sisters of the employee or spouse, sons-in-law, daughters-in-law, half brothers, half sisters, and any persons for whom the employee is principally responsible for providing financial or physical care.

22.04

If a death occurs among the relatives of the employee other than those included in Section 22.03 above, the employee will be granted one (1) day leave not to be charged

to sick leave.

22.05

Employees shall notify their Employer prior to taking bereavement leave as herein provided and failure to comply may be cause for denial of such leaves.

22.06

An employee requesting bereavement leave may be required by the department head to produce evidence to establish that the deceased person is a member of the employee's immediate family and the time and place of the funeral.

22.07

In the event that a holiday as defined in this Agreement occurs during the bereavement leave, the employee shall be allowed equivalent time off with pay for said holiday at such time as the Employer shall designate. In the event that bereavement leave occurs during the period when the employee is on annual leave or sick leave, such leave shall be returned to the appropriate leave bank.

22.08

Employees on leave of absence without pay shall not be eligible to receive bereavement leave.

ARTICLE 23 - ABSENCE WITHOUT LEAVE

23.01

Failure to return to work within five (5) workdays after the expiration of an approved leave of absence or extension thereof shall be considered a voluntary resignation.

23.02

Absences from work for five (5) consecutive workdays without a proper and valid notice of such absence to the Employer within that five (5) workday period, shall be considered a voluntary resignation.

23.03

In the case of extreme circumstances, special consideration will be given to those items enumerated above.

ARTICLE 24 - ECONOMIC IMPROVEMENTS

24.01

There will be no wage increase for the 2004-2005 contract year.

24.02

Effective October 1, 2005, all employees of record who are at or below the grade shall receive a 2.0% increase in their base wage rate.

24.03

Effective October 1, 2006, all employees of record who are at or below the grade shall receive a 1.0% increase in their base wage rate.

24.04

Effective October 1, 2007, all employees of record who are at or below the grade shall receive a 1.0% increase in their base wage rate.

24.05

There will be no wage increase for the 2008-2009 contract year.

24.06

There will be no wage increase for the 2009-2010 contract year.

24.07

There will be no wage increase for the 2010-2011 contract year.

24.08

Employees who are above the grade maximum on October 1 (the effective date of execution the increases in Sections 24.02, 24.03, and 24.04), will receive the equivalent of a wage increase but it will not be added to the base wage rate.

24.09

The maximums of the Graded Salary Plan will not change during the term of the collective bargaining agreement.

24.10

Annual Service Adjustments are discontinued.

24.11

The anniversary date for an employee promoted or demoted after June 1, 1998, shall be the effective date of the event.

24.12

Members of the bargaining unit, while performing supervisory or special functions or for exceptional performance, may, at the sole discretion of the Prosecuting Attorney or the Corporation Counsel, as appropriate, receive additional compensation at the rate of \$1,800 per year to be prorated and paid with the regular payrolls. The Prosecuting Attorney may designate no more than twenty-one (21) bargaining unit members at any one time to receive this additional pay. The Corporation Counsel may designate no more than seven (7) bargaining unit members at any one time to receive this additional pay. The determination by the appointing authority as to who should receive this additional compensation shall not be subject to the grievance procedure.

24.13

Employees who are promoted or reclassified to a higher grade shall be placed in the new grade at a minimum \$6,000.00 increase, subject to the maximum of the grade.

24.14

The appointing authority, with approval of the Personnel Director, shall have the authority to make special wage adjustment increases.

ARTICLE 25 - OVERTIME

25.01

All job classifications within the unit shall be footnoted "AA" and their salaries shall be deemed to include compensation for all overtime.

ARTICLE 26 - ON CALL SERVICE AND WARRANT DUTY

26.01 On Call Duty

A. On call service shall mean the standby service of an attorney not at the work

location who is required to respond immediately to a telephone communication from any law enforcement agency in the County of Wayne relative to the imminent need for legal advice and guidance regarding any civil disturbance, riot, emergency search warrant approval, or any other interpretation of the criminal law as it may relate to a particular emergency.

- B. Week-long duty shall mean service performed from 6:00 p.m. to 6:00 a.m. each day, Monday through Sunday. One attorney shall be assigned to week long duty on an alphabetical basis. Special on call duty shall mean service performed by members assigned to specialized units designated by the Prosecuting Attorney to be on a special on call roster.
- C. Employees who are required to perform on call service shall be paid as indicated below:

<u>Classification</u>	<u>Week-long Duty</u>	<u>Special On Call Duty</u>
Assistant Prosecuting Attorney 1	\$276/year	\$552/year
Assistant Prosecuting Attorney 2	\$331/year	\$662/year
Assistant Prosecuting Attorney 3	\$386/year	\$772/year
Assistant Prosecuting Attorney 4	\$441/year	\$882/year

26.02 Warrant Duty

- A. The Office of the Wayne County Prosecutor shall continue to have the right to manage its departmental affairs, operations and the services of its employees which specifically includes Warrant Request and Review services.
- B. Consistent with management rights and to better serve the citizens of Wayne County, Warrant Request and Review services will be provided by a plan approved by the Wayne County Prosecutor in his sole discretion.
- C. Those members of the Association assigned to the Warrant Request and Review services unit as part of their regular and permanent work assignment shall be entitled to additional compensation when performing warrant request and review services on Saturday or Sunday or holidays and such service is required and assignment is made by Management.
- D. Those members of the Association assigned to the Warrant Request and Review services unit and who are performing required services on Saturday or Sunday shall be entitled to receive a per diem amount. This per diem amount of \$50.00 for each regularly scheduled Saturday or Sunday worked shall be in

addition to his or her base wage rate and will be considered total compensation for services performed.

- E. Those members of the Association assigned to the Warrant Request and Review services unit and who perform required services on holidays shall continue to be credited with "holiday time" [subject to a maximum accumulation of eighty (80) hours]. Those employees in the unit who perform warrant duty for a period of four (4) hours or more on a holiday, shall be credited with ten (10) hours of "holiday leave" time in lieu of any additional per diem. Those employees who are required to perform warrant duty for a period of less than four (4) hours on a holiday shall be credited with eight (8) hours of "holiday time". This credit will be in lieu of any additional payments or per diem.
- F. All other members of the Association who may perform Warrant Request and Review services on Saturdays or Sundays or holidays but who are not assigned to the unit on a regular or permanent basis shall continue to be credited with "compensatory time" or "holiday leave" time [subject to a maximum accumulation of eighty (80) hours for each bank]. Members of the Association who are not in the Warrant Request and Review services unit; but are required to perform warrant duty for a period of four (4) hours or more on a holiday, shall be credited with ten (10) hours of "holiday leave" time in lieu of such holiday. Members of the Association who are not in the Warrant Request and Review services unit; but are required to perform warrant duty for a period of less than four (4) hours on a holiday shall be credited with four (4) hours of "holiday leave" time. Members of the Association who are not in the Warrant Request and Review services unit; but are required to perform warrant duty on Saturday or Sunday shall be credited with eight (8) hours of compensatory time for each period of four (4) hours or more and four (4) hours of compensatory time for each period of less than four (4) hours during which service is performed. This credit will be in lieu of any additional payments or per diem.

26.03 On-Call Appearance Duty

On-call appearance duty shall mean the standby service of an attorney not at the work location, who shall be required to respond to an off-duty or after-hours court appearance when ordered by a judge. Employees required to perform on-call appearance duty shall be entitled to four (4) hours compensatory time and mileage reimbursement for any distance traveled to and from the appearance, unless transportation is provided by the police, the Prosecutor's investigation unit, or some other law enforcement agency. Assistant Prosecuting Attorneys participating in a court appearance by conference call shall not be entitled to compensatory time.

26.04 Probate Duty

Probate duty shall mean the regularly scheduled service of an Assistant Corporation

Counsel who is required under the Mental Health Code to act as a Special Assistant Prosecuting Attorney in representing petitioners seeking to have individuals committed to a mental health facility before the Probate Court. Each Assistant Corporation Counsel is scheduled to handle Probate Duty trials on a daily, full-time basis a minimum of two weeks per year and as assigned, to handle jury trials and other miscellaneous matters. Effective December 1, 1995, Assistant Corporation Counsel who are required to perform Probate Duty shall be paid as follows:

Assistant Corporation Counsel 1	\$276/year
Assistant Corporation Counsel 2	\$331/year
Assistant Corporation Counsel 3	\$386/year
Assistant Corporation Counsel 4	\$441/year

Employees are required to obtain approval before using holiday time or compensatory time. They are to follow the department's procedure for requesting permission to use annual leave, sick leave, or personal business leave.

ARTICLE 27 - MILEAGE ALLOWANCE

27.01 Private Car Mileage Reimbursement

Employees required to use their private vehicles in performance of assigned duties shall be reimbursed for actual trip mileage incurred each month. Employees shall be reimbursed at the following rates which shall be adjusted as of May 1 of each year in accordance with the composite cost for driving 10,000 miles, which is published annually by the American Automobile Association (AAA) in the publication, *Your Driving Costs*.

First 300 miles	AAA published rate less \$.06/mile
Next 300 miles	AAA published rate less \$.08/mile
Over 600 miles	AAA published rate less \$.10/mile

27.02 Definition of Reimbursable and Non-Reimbursable Mileage

- A. Trip mileage payments as herein provided shall not include payment for home to work or return mileage.
 - B. Members shall be required to submit a Trip Sheet furnished by the Employer.
 - C. The Employer shall direct field work in such a manner that the members shall not be unreasonably required to have their personal automobiles available for County business on a daily basis, nor drive to their duty station before entering upon field
-

work unless their job assignments so dictate.

ARTICLE 28 - INDEMNIFICATION

28.01

Whenever an employee covered by this Collective Bargaining Agreement becomes subject to a claim, a liability, a judgment or a monetary imposition or fine resulting from any action taken within the scope of employment and during the course of employment, the Employer agrees to defend, hold harmless and indemnify the employee including all reasonably related costs. The determination of whether an employee was acting within the scope and course of his or her employment shall be made on behalf of the Employer by the Corporation Counsel. The Corporation Counsel may consult with the Prosecuting Attorney in making this determination. This determination may be subject to the grievance procedure. All settlements are subject to the approval of the Employer.

28.02

The costs of defense shall be limited to the usual and customary fees and costs charged for similar work by most attorneys practicing in the County of Wayne, Michigan.

28.03

All claims for damages to an employee's private vehicle and any claims asserted against an employee resulting from the operation of his or her private vehicle while acting with the scope of his or her employment, shall be submitted directly to the Employer and shall be handled in accordance with this Article.

28.04

Upon receipt of notice of any claim or action, the employee shall immediately notify the Corporation Counsel in writing.

28.05

This Article shall apply to all matters when the claim is filed or the liability, judgment, monetary imposition or fine is imposed during the term of this Agreement although the precipitating event occurred before the term of this Agreement commenced.

28.06

In the event the Corporation Counsel has made the decision to defend, hold harmless and indemnify an employee but cannot represent that employee due to a conflict of interest, the Corporation Counsel shall appoint the attorney who will represent the

employee.

28.07

Employees must cooperate with Corporation Counsel and any appointed attorney throughout all proceedings. Any non-compliance by an employee, as determined by Corporation Counsel, may result in denial of an employee's defense and indemnification.

ARTICLE 29 - RETIREMENT

29.01 GENERAL PROVISIONS

- A. The detailed provisions of the Wayne County Employee's Retirement System shall control except where changed or amended below.
- B. Each full-time employee shall participate in a retirement savings plan offered by the County.
- C. Employees participating in a retirement plan offered by the County who were hired prior to the date of execution of this Agreement by the County Executive must meet all age and service requirements to be eligible for post retirement insurance and health care benefits pursuant to the *Wayne County Health and Welfare Benefit Plan*.
- D. Employees hired before July 22, 1988 who are already in Plan No. 1 can remain in Plan No. 1. Employees hired on or after July 22, 1998 are eligible to participate in Defined Benefit Plan No. 2, Defined Contribution Plan No. 4 or the Hybrid Retirement Plan No. 5. Those employees who have previously selected either Plan No. 2 or Plan No. 4 may transfer to Plan No. 5 during the one-time transfer enrollment period (See 29.06). The Hybrid Retirement Plan No. 5 is mandatory for all new employees hired and former employees re-employed, re-instated or rehired on or after February 28, 2002.
- E. Unless otherwise specified, regardless of the Retirement Plan, employees must retire with thirty (30) or more years of service to be eligible for insurance and health care benefits upon retirement.
- F. Regardless of the Retirement Plan, all employees hired, rehired, re-employed and reinstated on or after the date of execution of this Agreement by the County Executive will not receive nor be eligible for Employer-sponsored insurance and health care benefits upon retirement. However, these employees will be eligible to participate in an Employee Health Care Benefit Trust in accordance with 29.07(A) and the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*. Employees participating in the Employee Health Care

Benefit Trust who retire from County employment may elect to purchase post-retirement health care insurance from the County at full rate cost, or purchase such insurance from a provider other than that provided by the County. This subsection (29.01(F)) will not apply to terminated employees reinstated through arbitration who were otherwise eligible for post-retirement health care prior to termination.

- G. One (1) year of service equals 2080 straight time hours. No more than one (1) year of service credit may be earned in any one (1) calendar year.
- H. Employees who elect to receive a deferred retirement option upon separation from County service, shall not be eligible to receive insurance and health benefits upon satisfying normal age and service requirements for a deferred retirement pension.
- I. Effective the date of execution of this Agreement by the County Executive, and for no more than one hundred eighty (180) calendar days thereafter, employees in Retirement Plans 1, 2, and 5 may purchase up to two (2) years of credited service toward retirement eligibility at total actuarial cost.
- L. Unless otherwise specified, the terms and conditions of each Retirement Plan as indicated in the following provisions are effective beginning the date of execution of this Agreement by the County Executive for members of the bargaining units retiring after that date.

29.02 DEFINED BENEFIT PLAN NO. 1 (PLAN NO. 1)

- A. Applicable only to full-time members of the bargaining unit employed by the County of Wayne prior to July 22, 1988 and who have elected to remain in Defined Benefit Plan No. 1.
- B. Plan No. 1 members shall make contributions in accordance with the following schedule:

<u>Years of Credited Service</u>	<u>Percentage of Total Compensation</u>
0-8	6.0%
9-12	4.0%
13-16	3.0%
17+	2.0%

- C. Regarding Defined Benefit Plan No. 1, average final compensation shall be equal to the average of the four (4) highest years of compensation while a member of the Retirement System. The standard method used by the

Retirement System in calculating the employee's highest years of service shall continue to be utilized. Compensation shall include salary and wages, and payment for holiday leave time, compensatory time and annual leave banks. Effective December 1, 1992, Average Final Compensation shall not include payment for sick leave banks, except as provided in Section 20.03 (A) Option A and 20.06 (D).

- B. Employees retiring under Plan #1 shall have their benefits computed under the 2.5% plan. Employees retiring under Defined Benefit Plan #1 with a regular service (normal) retirement may retire with a pension benefit formula of 2.65% of average final compensation multiplied by all years of credited service.
- C. Employees in Defined Benefit Plan No. 1 may transfer to the Hybrid Retirement Plan in accordance with Article 29.06 (A)(2). An employee who transfers from Defined Benefit Plan No. 1 may not return to the plan.

29.03 DEFINED BENEFIT PLAN #2 (PLAN NO. 2)

- A. Normal retirement shall mean twenty-five (25) years of credited service at age 55, twenty (20) years of credited service at age 60, or eight (8) years of credited service at age 65.
 - B. The amount of retirement compensation shall equal one percent (1%) per year times Average Final Compensation for the first twenty (20) years, and one and one quarter percent (1.25%) per year times Average Final Compensation for all years of service over twenty (20) years.
 - C. Average Final Compensation shall be equal to the average of the five (5) highest years of compensation while a member of the system. Compensation shall include only base salary and wages, and does not include payouts of excess annual leave or sick leave, except as provided in Section 20.03 (A) - Option 2 and Section 20.05 (D).
 - D. Vesting shall occur after eight (8) years to equal the accrued service retirement benefit, and payable only upon meeting eligibility for service retirement.
 - E. Non-duty disability retirement shall be available after ten (10) years of credited service; however, the Employer reserves the right to limit payments from the retirement system through the use of proceeds from the Employer's long-term disability policy.
 - F. No member contribution.
 - G. Eligible employees in Defined Benefit Plan #2 shall receive a duty disability retirement benefit, which shall equal 75% of the employee's average final
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compensation.

- H. Employees in Defined Benefit Plan No. 2 may transfer to the Hybrid Retirement Plan in accordance with Article 29.06 (A)(2). An employee who transfers from Defined Benefit Plan No. 2 may not return to the Plan.

29.04 DEFINED CONTRIBUTION PLAN #4 (PLAN NO. 4)

- A. All bargaining unit members who elect the Defined Contribution Plan shall contribute no less than one percent (1%) and no more than two and one half percent (2.5%) of gross wages to the plan. Effective December 1, 1999, Defined Contribution Plan No. 4 participants with twenty (20) or more years of credited service may contribute three percent (3%) of gross wages.
 - B. The Employer shall contribute \$4.00 for each \$1.00 the member contributes. Effective December 1, 1993, the Employer shall contribute \$5.00 for each \$1.00 the member contributes after twenty (20) years of service.
 - C. Effective February 28, 2002, employees may contribute an additional 7.5% of compensation to the Plan annually with no matching County contribution. The combined total contribution that an employee may make to Plan No. 4 and to the Deferred Compensation Program (the 457 Plan) cannot exceed \$30,000.00 annually, and must otherwise conform to Internal Revenue Service Rules and Regulations.
 - D. Vesting in the Defined Contribution Plan shall occur as follows:
 - 1. A member with less than three (3) years of total County credited service who voluntarily terminates employment shall be permitted to withdraw only the member's contribution from the Defined Contribution Plan, plus earnings on those withdrawable contributions, if any.
 - 2. After three (3) years of total County credited service or upon involuntary termination of employment other than for cause, the member shall be permitted to withdraw both the member and Employer contributions, plus earnings, if any.
 - E. The funds deposited with the Retirement System as contributions to the Defined Contribution Plan shall be invested as specified by the Retirement Ordinance.
 - F. Distribution of the funds from the Defined Contribution Plan shall be in accordance with the prevailing rules and regulations of the Internal Revenue Service and the Retirement Ordinance.
 - G. Members of Defined Contribution Plan No. 4 shall be eligible to participate in the
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Loan Program established by the Wayne County Retirement Commission.

- H. "Retirement" for employees who have elected the Defined Contribution Plan shall mean leaving County service after having met the age and service requirements specified in the Defined Benefit Plan No. 2, namely:

Age 55 with 25 years of service;
Age 60 with 20 years of service;
Age 65 with 8 years of service

with one year of credited service equal to 2080 regular hours. Retirement shall also mean retirement with disability after ten (10) years of credited service in Defined Contribution Plan No. 4. Survivors are entitled to "retiree" fringe benefits if a member's death occurs after ten (10) years of credited service in the Defined Contribution Plan. The survivor may elect a joint survivorship benefit from the Retirement System.

- I. Employees in Defined Contribution Plan No. 4 may transfer into the Hybrid Retirement Plan in accordance with Article 29.05 (A)(2). An employee who transfers from Defined Contribution Plan No. 4 may not return to the plan.
- J. Effective on the date the County Executive executes this agreement, eligible employees may receive a duty disability retirement benefit in the form of an annuity purchased from available, vested Plan No. 4 contributions equal to seventy-five percent (75%) of the employee's average final compensation as otherwise provided in Defined Benefit Plan No. 1. Employees must surrender all funds in the Plan, including employee and Employer contributions.

Loan payments, for employees with outstanding loan balances from the Plan, will continue as scheduled through equivalent withholding from the employee's monthly disability benefit, or an alternate method the Employer proposes, until the loan is paid in full. If an employee dies before the loan is paid in full, the estate will be responsible for repayment of the loan.

29.05 HYBRID RETIREMENT PLAN (PLAN NO. 5)

A. General Provisions:

1. The Hybrid Retirement Plan shall be mandatory for all new employees hired and former employees re-employed, re-instated, or rehired on or after February 28, 2002.
2. Employees hired, re-employed, re-instated or rehired prior to February 28, 2002, may elect to transfer from their current Retirement Plan to the Hybrid Retirement Plan during a one-time window period of one hundred and

eighty (180) days following the date of execution of this agreement by the County Executive. Once an employee elects to transfer to the Hybrid Retirement Plan that employee may not return to his or her prior retirement plan.

3. Employees who elect to transfer into the Hybrid Retirement Plan during the first ninety (90) calendar days of the 180 calendar days transfer period, must apply and fully purchase their entire credited service during the first ninety (90) days in order for the former average final compensation multipliers of 1.25% and 1.5% to apply. The method used to calculate the cost of purchasing credited service will be the same as that used for employees who previously transferred into the Hybrid Retirement Plan under the 2000-2004 collective bargaining agreement, including the former average final compensation multipliers of 1.25% and 1.5% outlined in Section 29.05(B)(2), paragraph 1.
4. Employees who elect to transfer into the Hybrid Retirement Plan after the first ninety (90) calendar days of the 180 calendar day transfer period must apply and fully purchase credited service on or before the 180th calendar day. The method used to calculate the cost of purchasing credited service will be the same as that used for employees who previously transferred in the Hybrid Retirement Plan under the 2000-2004 collective bargaining agreement except the new average final compensation multiplier of 2% outlined in Section 29.05(B)(2) second paragraph, will be used.
5. Transferring employees will be responsible for the full actuarial cost of purchasing credited service.
6. The rate to transfer from Defined Benefit Plan No. 2 into the Hybrid Retirement Plan for the first twenty (20) years of service shall be calculated using the 1.25% of average final compensation rate. The rate to transfer from Defined Benefit Plan No. 2 to the Hybrid Retirement Plan for all years after the first twenty (20) shall be calculated using the 1.5 percent rate.

B. Defined Benefit Provisions:

1. Normal retirement shall mean twenty-five (25) years of credited service at age 55, twenty (20) years of credited service at age 60, eight (8) years of credited service at age 65 or thirty (30) years of credited service without an age requirement. An employee hired before the date the County Executive executes this agreement who retires with thirty (30) years of service will receive medical benefits as otherwise provided under the terms of this Agreement.

Employees in the Hybrid Retirement Plan, who are hired before the date

the County Executive executes this agreement, who reach twenty-five (25) years of credited service within five (5) years following the date the County Executive executes this agreement, will be allowed to retire with medical benefits as otherwise provided by the terms of this agreement.

2. The amount of retirement compensation shall equal one and one-quarter percent (1.25%) per year times average final compensation for the first twenty (20) years, and one and one-half percent (1.5%) per year times average final compensation for all years of credited service over twenty (20) years.

Effective the date the County Executive executes this agreement; the amount of retirement compensation will be two percent (2%) per year times average final compensation for all years of credited service.

3. Average final compensation shall be equal to the monthly average of the employee's base compensation for the last five (5) years of credited service. Compensation will include payouts of excess sick or annual leave.

Effective the date the County Executive executes this agreement, employees in the Hybrid Retirement Plan must contribute one percent (1%) of compensation to the Retirement System.

4. Regarding deferred retirement, vesting shall occur upon completion of eight (8) years of credited service. The amount of retirement compensation shall be computed as normal retirement, but based on the actual number of years of credited service and average final compensation at the time of termination. The payment of retirement benefits shall begin at age sixty-five (65).
5. Eligible employees shall receive a duty disability retirement benefit. The amount of retirement compensation shall be computed as normal retirement with additional service credit granted from the date of retirement to age sixty (60). The total Hybrid Retirement Plan duty disability benefit, including that received under Section 29.05(C), shall not exceed seventy-five percent (75%) of the employee's average final compensation, as otherwise provided in Defined Benefit Plan No. 1.
6. Payments of Workers' Compensation benefits will be used to reduce an employee's retirement compensation. No age or service requirements apply.
7. Employees shall be eligible for a non-duty disability retirement upon completion of ten (10) years of credited service. The amount of retirement compensation shall be computed as normal retirement, but based on the

actual number of years of credited service and average final compensation at the time of termination. The Employer reserves the right to limit payments from the Retirement System through the use of proceeds from the Employer's long-term disability policy.

8. In the event of an employee's death prior to retirement, normal retirement shall mean ten (10) or more years of credited service or eight (8) years of credited service at age 65. The amount of retirement compensation paid to the spouse shall be computed as normal retirement, but actuarially reduced in accordance with a one hundred percent (100%) joint and survivor election. If there is no eligible spouse, unmarried children under age eighteen (18) shall receive equal shares of fifty percent (50%) of the normal retirement benefit.
9. Employees in the Hybrid Retirement Plan shall be eligible for post retirement cost-of-living adjustments in the form of distributions from the Reserve for Inflation Equity.
10. Employees in the Hybrid Retirement Plan may purchase at total actuarial cost, years of credited service earned by the employee while employed with a previous governmental employer, not to exceed the total number of years earned with that employer.

C. Defined Contribution Provisions:

1. All employees in the Hybrid Retirement Plan shall contribute three percent (3%) of base compensation to the plan. Effective on the date the County Executive executes this Agreement, all employees in the Hybrid Retirement Plan shall contribute two percent (2%) of base compensation to the plan. An employee shall be immediately vested in one hundred percent (100%) of his or her contributions.
2. The Employer shall contribute three percent (3%) of the employee's base compensation to the Plan. Effective on the date that the County Executive executes this Agreement, the Employer's contribution to the Plan shall decrease to two percent (2%) of the employee's base compensation. An employee shall be vested in the Employer's contributions as follows:
 - a. Fifty percent (50%) vested in the Employer's contribution upon completion of one (1) year of service;
 - b. Seventy-five percent (75%) vested upon completion of two (2) years of service; and
 - c. One hundred percent (100%) vested upon completion of three (3)

years of service.

3. Upon termination, an employee may select one (1) of the following distribution options:
 - a. Lump sum distribution of the vested account balance,
 - b. Rollover of the vested account balance into a qualified plan, or
 - c. Annuitizing the vested account balance if the employee is also eligible for a defined benefit pension.

4. Effective on the date the County Executive executes this agreement, eligible employees may receive a duty disability retirement benefit in the form of an annuity purchased from available, vested Hybrid Retirement Plan contribution-side funds. The total Hybrid Retirement Plan duty disability benefit, including that received under Section 29.05 (B) (5), shall not exceed seventy-five percent (75%) of the employee's average final compensation, as otherwise provided in Defined Benefit Plan No. 1.

The employee must surrender all accumulated funds in the Plan, including both employee and vested Employer contributions. Loan payments, for employees with outstanding loan balances from the Plan, will continue as scheduled through equivalent withholding from the employee's monthly disability benefit, or an alternate method the Employer proposes, until the loan is paid in full. If an employee dies before the loan is paid in full, the estate will be responsible for repayment of the loan.

29.06

Upon retirement or separation from the service of the Employer, an employee shall be paid in cash at 100% of its then current value for all accumulated and unused "holiday leave" or "compensatory leave" time. Such cash payments shall be included in the computation of average final compensation for retirement purposes. For those employees who elect a retirement option other than Defined Benefit Plan #1, such compensation shall not be included in average final compensation.

29.07 Purchase of Military Service

- A. All employees may purchase up to a total of six (6) years prior military service at full actuarial cost. Purchase shall be in one (1) month increments with twelve (12) months purchased credited service needed for one (1) year of credited service.
- B. The Retirement Commission shall establish rules for implementation of this Section.

29.08 Post-Retirement Healthcare Benefit Trust

A. Employee Health Care Benefit Trust

1. Except as provided below, employees hired on or after the date the County Executive executes this agreement, shall not receive nor be eligible for Employer-sponsored insurance or healthcare benefits upon retirement.
2. Employees hired on or after the date of the County Executive executes this agreement will be eligible to participate in the Employee Health Care Benefit Trust (Trust) established and administered by the Employer.
3. Employees who elect to participate in the Trust will be required to make contributions in the amount of two percent (2%) of their base wage rate to fund the Trust. Contributions will be made in the form of bi-weekly payroll deduction, as specified in the *Wayne County Health and Welfare Benefit Plan*, and employees will otherwise be subject to the terms and conditions outlined therein.
4. The Employer will also contribute five percent (5%) of the employee's base wage rate to the Trust in accordance with the terms of the *Wayne County Health and Welfare Benefit Plan*.
5. Fund distributions from the Trust will be subject to all applicable Internal Revenue Service rules and regulations.

B. Permanent Waiver of Post-Retirement Health Benefits

1. Employees hired before the date the County Executive executes the agreement may elect to permanently relinquish their current or future eligibility to receive post-retirement insurance and health benefits from the County.
 2. Employees electing to permanently waive post-retirement healthcare benefits under this Article may elect to participate in the Employee
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Healthcare Benefit Trust as described in Section 29.08(A).

ARTICLE 30 - INSURANCE PROGRAMS

Except where it is in conflict with the express terms of this agreement the *Wayne County Health and Welfare Benefit Plan* is incorporated by reference.

30.01 Medical Insurance

- A. Effective upon the next open enrollment following execution of this Agreement by the County Executive, qualified employees will be eligible to select a medical plan among the available options listed below:
1. Health Maintenance Organization (HMO) (Table A)
 2. Preferred Provider Organization (PPO) (Table B)
 3. Traditional Plan (Table C)
 4. High Deductible Plan (Table D)
- B. Prescription drug coverage will also be provided for qualified employees enrolled in an available medical plan, subject to graduated co-payments based on the class of drug prescribed in accordance with the *Wayne County Health and Welfare Benefit Plan*.
- C. Active Employees will be required to contribute toward the cost of healthcare based on the following schedule: During the 2007-2008 Plan Year:

MONTHLY CONTRIBUTION	SINGLE PERSON	TWO PEOPLE	FAMILY
PPO or HMO Rates without Rx	\$ 38	\$ 86	\$ 100
Traditional Rates without Rx	\$ 64	\$ 146	\$ 183
High Deductible Plan	\$0	\$0	\$0
Prescription Drug Rates	\$9	\$19	\$23

- D. Contributions for each plan year after the 2007-08 plan year shall be increased / decreased at the same rate at which reported monthly illustrative rates or premiums increase or decrease, not to exceed ten percent (10%) over the previous plan year's contribution rate for the specified plan.

Contributions shall be made based on a 2080-hour work year and paid out of the first two (2) pays of each month. Employees on any type of leave of absence who continue to be enrolled in an Employer-sponsored healthcare plan shall be required to make the monthly contribution in order to maintain

enrollment in the plan regardless of the number of hours actually paid or type of time used (e.g., regular, annual, sick, etc.). Overtime hours shall not be used to calculate contributions.

- E. Employees who retire from County service who are eligible for post retirement health care benefits shall participate in the same healthcare plan options, coverages, co-pays, deductibles, etc. as active employees covered by this, or any subsequent, collective bargaining agreement.

Employees retiring under the provisions of this Agreement shall make monthly contributions toward the cost of medical and prescription drug benefits based on the average monthly premiums and/or illustrative rates ("rates") of the medical and prescription drug plans available to retirees. The average monthly rates for the separate medical and prescription drug plan categories shall be calculated by averaging the single-person, two-person and family rates of each available plan resulting in an average monthly plan rate for each available plan. The average monthly plan rates for the PPO and HMO medical plans shall then be further averaged together to reach the standard average monthly medical plan rate.

Retirees enrolling in either the PPO or the HMO plan option shall contribute ten percent (10%) of the standard average monthly medical plan rate in addition to ten percent (10%) of the average monthly prescription drug plan rate. Retirees electing to enroll in the Traditional plan option shall contribute an amount equal to retirees enrolled in the PPO or HMO plan option plus the monthly rate difference between the standard average monthly medical plan rate and the average monthly Traditional plan rate.

Retirees with gross income of \$31,000 or less for the previous year will contribute seven and one-half (7.5%) of the County's illustrative rate or fifty percent (50%) of the monthly contribution rate in the above table, whichever is less.

Retiree's contribution for each plan year after the 2007-2008 plan year shall be increased / decreased at the same rate at which reported monthly illustrative rates or premiums increase or decrease, not to exceed ten percent (10%) over the previous plan year's contribution rate for the specified plan.

Contributions toward the cost of retiree healthcare shall continue at the appropriate rate as described above until the first of the month after the retiree is within five (5) years of eligibility for Medicare due to age. The rate in effect at that point in time shall thereafter be the maximum monthly contribution rate for that retiree and shall be assessed until such time as the retiree and all covered dependents have enrolled in Medicare. Contributions toward health care costs

shall not be assessed against the retiree during months when all covered members are enrolled in Medicare.

- F. Qualified employees may select only one healthcare plan option. Selection and enrollment of a qualified employee and his or her eligible dependents in an available health plan will remain the responsibility of the employee.
- G. Healthcare coverage for eligible dependents will be in accordance with the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*. However, the cost for dependent children between the ages of 19 and 24 years who are not full-time students will be \$75 per month.
- H. Spouses who are eligible for primary medical coverage through another Employer shall not be eligible for primary coverage through Wayne County. However, spouses with comparable primary coverage will not be required to change to that coverage until their employers' next open enrollment period.
- I. All new employees, rehired employees, re-employed, and reinstated employees are required to participate in the plan of the County's choice for at least one year. Participation will begin the first of the month following the effective date of active service and will continue without election until completion of one year in the mandatory plan. This subsection will not apply to terminated employees reinstated through arbitration who were enrolled in an available plan prior to termination.
- J. In the event Federal legislation which provides healthcare coverage for employees covered by this Agreement is enacted into law during the term of this Agreement, the parties agree to renegotiate the provisions of this section as needed upon request.

30.02 Healthcare Benefit Opt-Out Program

At the Employer's option, a Healthcare Benefit Opt-Out Program may be offered in accordance with the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*.

30.03 Coordination of Benefits

The Employer will continue to coordinate medical, dental, and vision/optical benefits with insurance carriers of spouses and dependents of Wayne County active employees. All employees and retirees must notify the Benefits Administration Division of any changes including but not limited to marital, dependent, employment and insurance status.

30.04 Optical Program

The Employer shall continue to provide retirees and active employees with a self-insured optical reimbursement program with a \$ 75.00 maximum benefit level for each retiree and family member, and a \$150.00 maximum benefit level for each active employee and family member who is currently covered under an available healthcare plan. Benefits will be restored on October 1 of each odd numbered year.

30.05 Vision Benefits Option (Table F)

1. During open enrollment, instead of participating in the Optical Program, full-time active employees have the option of selecting vision insurance coverage for themselves and their eligible dependents.
2. Vision exams will be covered under the employee's medical plan once every twenty-four months.
3. Frames, lenses or contact lenses will be covered once every twenty-four months under a vision benefit plan at the levels provided for *Wayne County Health and Welfare Benefit Plan*.

30.06 Dental Insurance (Tables G and H)

The Employer shall provide a dental plan for each eligible active employee in the bargaining unit and qualified dependents in accordance with the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*.

30.07 Cost Containment Programs

The Employer reserves the right to implement healthcare cost containment programs. The cost containment programs may require that the insured follow procedures prescribed by the provider in order to be eligible for benefits. The Employer also reserves the right to change a provider or benefits administrator with 60-days notice to employees.

30.08 Life Insurance

The Employer shall continue to pay the full premium for \$25,000 of group life insurance which provides double indemnity for accidental death for each full-time permanent employee within the bargaining unit.

Supplemental life insurance is available under a group plan at the option of the employee.

The Employer shall provide \$5,000 of life insurance to employees who retire from this

bargaining unit on or after the effective date of this contract.

30.09

Full-time employees for purposes of this Article, shall mean employees who are hired to perform at least thirty-two (32) hours of work per week.

30.10 Workers' Compensation

The Workers' Disability Compensation Act currently provides a mandatory seven (7) day waiting period before compensation payments commence. To minimize financial loss during this time period, an employee shall be permitted to draw upon accumulated sick and annual leave respectively, if available. If sufficient sick and annual leave does not exist, the employee must request a leave of absence without pay.

30.11

When Workers' Compensation payments commence, unused sick and annual leave may be used (at the employee's option) to supplement compensation payments. Under no circumstances shall the combined income sources exceed one hundred percent (100%) of the employee's weekly after tax wages.

30.12

If an employee has used sick and annual leave during the period of workers' compensation disability, sick and annual leave will be restored only after reimbursement is made to the County for full dollar value of time used. The County's liability will not exceed the statutory rate prescribed by the Michigan Department of Labor Workers' Compensation Bureau.

30.13

Employees on Workers' Compensation shall receive medical, optical, life, and dental insurance benefits for no more than 18 months of continuous disability. Employees receiving Workers' Compensation shall not earn vacation or sick leave.

30.14

All claims established prior to July 30, 1984, shall be processed in the previously established manner with all previous entitlements.

30.15 Long-Term Disability Income Benefit Plan

Members of the bargaining unit shall be covered by a long-term disability income protection plan which pays a member 60% of gross salary up to a maximum of \$3,000

per month. An employee covered by the Long Term Disability Income Benefit Plan qualifies for benefits after twenty (20) calendar days of illness or disability, or the use of all sick time, whichever occurs last. The employee shall receive benefits under the terms and conditions of the *County of Wayne, Michigan, Long-Term Disability Income Benefit Plan, amended and restated as of December 1, 1996*, as may be amended.

30.16

An employee disabled as the result of a work-related injury is qualified to collect Workers' Compensation benefits. Payment of Workers' Compensation benefits precludes payment of long-term disability. If long-term disability payments have been made prior to favorable adjudication of a Workers' Compensation claim, the County shall deduct excess payments received during the overlapping disability period from Workers' Compensation benefits.

30.17

Employees receiving long-term disability must cooperate in efforts to receive treatment and rehabilitation for continued benefits under the plan. Failure to comply may result in termination of benefits.

Employees who have filed for or are in receipt of long-term disability benefits may be subject to independent medical examinations at the request of the Administrator to determine eligibility. The Administrator will utilize the Detroit Medical Center, Oakwood, or Henry Ford Hospitals, or other neutral third parties jointly selected by the parties. The evaluation of the doctors will be utilized exclusively to determine ongoing eligibility and will be binding upon the County, the Association and the member.

30.18

Medical, optical, life, and dental insurance benefits will continue while on long-term disability for up to 18 months.

30.19

Payment will be made in a timely manner. The Program will be totally funded by the County.

30.20 Coordination Of Benefits

- A. Section 6.18 (1)(b) of the *Long-Term Disability Income Benefit Plan, amended and restated as of December 1, 1996*, as may be amended, shall be applied to an employee's privately held disability insurance policy by coordinating benefits to 100% of the employee's regular weekly gross pay.

- B. An employee disabled and receiving disability benefits under Social Security shall continue to receive long-term disability income payments which have been reduced by the amount of disability benefits under Social Security. In no event shall the combination of long-term disability and disability benefits under Social Security exceed the employee's long-term disability maximum. Long-term disability income benefits as provided in this section, will be subject to the same offsets, coordination and conditions, with the exception of Wayne County retirement benefits, as described in the *Wayne County Long-Term Disability Income Benefit Plan, amended and restated as of December 1, 1996*, as may be amended.

30.21

Other terms and conditions regarding eligibility for and the application of long-term disability benefits shall be as described in the *Wayne County Long-Term Disability Income Benefit Plan, amended and restated as of December 1, 1996*, as may be amended, which is incorporated by reference.

There will be no changes to the plan during the life of this agreement without the mutual agreement of the parties.

30.22 Unemployment Insurance

The Employer shall be an employing unit under the terms of the Michigan Employment Security Act in the regular manner prescribed by the Michigan Employment Security Commission.

The Employer shall furnish employees with copies of the Michigan Employment Security Commission Form UC 1711 on separation from employment.

30.23 Retirement Health Benefits

- A. Employees in retirement Defined Benefit Plan #1, and employees in Defined Benefit Plan #2 or Defined Contribution Plan #4 who were hired before September 1, 1992, shall be eligible for insurance and health care benefits if they have met all age and service or disability eligibility requirements of their retirement plan.
- B. Employees who, on or after December 14, 1992 elect to receive a deferred retirement option upon separation from County service, shall not be eligible to receive medical, optical and dental benefits upon satisfying normal age and service requirements for a deferred retirement pension.

30.24

It is expressly understood between the parties that there shall be no substantive changes in the health insurance coverage unless otherwise negotiated. It is further understood that should the carrier or third party administrative service organization selected to insure or process administrative claims unilaterally change the policy provisions, then the Employer shall be responsible for maintaining the coverage as negotiated and agreed upon.

30.25 Optional Insurance

Using payroll deduction, employees shall have the option to secure additional insurance coverage through a program selected by the County.

ARTICLE 31 - SEVERABILITY CLAUSE

31.01

Should any court, board or agency having jurisdiction rule that any part or parts of this contract are void or of no effect, the remainder of this contract shall continue to be binding on the parties and the parties shall meet promptly to negotiate concerning the part or parts of this contract ruled void or of no effect.

31.02

Except for Workers' Compensations claims, employees separating from County service by resignation, retirement or discharge shall have 180 days from the effective date of separation to file any claims, civil actions, lawsuits or administrative charges related to their employment with the County. Failure to file such claims or charges within that time period shall result in a complete release and waiver of all claims or actions that the employee could have instituted or asserted concerning his or her employment with the County of Wayne.

ARTICLE 32 - ENTIRE AGREEMENT

32.01

This Agreement contains the entire understanding and agreement of the parties. It is further agreed that there are no verbal agreements or understandings or past practices that affect or qualify any of the terms of this Agreement.

ARTICLE 33 - DRUG POLICY

33.01

In accord with the Drug Free Work Place Policy adopted by the County of Wayne, the following standards and procedures are established.

33.02 Reasons For Testing

- A. The County's program includes the following:
1. Return to work - testing an employee who has been off work without pay for over thirty (30) calendar days.
 2. Based Upon Reasonable Suspicion - testing when a representative of the Employer can point to objective facts from which can be drawn rational inferences, in light of the representative's experience, that the employee is under the influence of, using, selling, dispensing, or in possession of any controlled substance unlawfully.
 3. Follow-Up - testing as part of counseling or rehabilitation.
- B. Orders for testing will come from the Director or Deputy Director of the Department of Personnel/Human Resources or the Labor Relations Director. Orders for testing shall be documented in writing. Documentation shall include the reason for the order.
- C. An employee who refuses to comply with a drug test under this program shall be permanently removed from the County service.

33.03 Testing Procedure

- A. Procedures shall provide the greatest individual privacy possible, while safeguarding the program against submissions of altered or substitute specimens.
- B. Completion of Testing Form
1. The employee may be asked by the collection facility to furnish only such information in writing as is necessary to insure the integrity of the sample collected, including information verifying the identity of the employee and, if possible, identifying any prescription or non-prescription medication or alcohol recently ingested by the employee.
 2. A multi-part numbered form consisting of identification information and other data, including numbered specimen identification labels, shall be
-

completed at the collection facility.

3. A copy or photocopy of the Laboratory Testing Form, completed and containing the same number as the master record and specimen labels, shall be given to the employee on completion of the specimen collection procedure.

C. Collection of the Sample/Specimen

1. Clean and previously unused collection and storage containers of the type utilized by medical facilities for body fluids will be supplied by the testing laboratory for urine collection. The employee may reject any container he or she feels has been contaminated.
2. Privacy Area - Urine collection shall be conducted at the collection facility in a manner which provides a high degree of security for the specimen and freedom from adulteration. The employee may choose to be witnessed while submitting a specimen. If the employee chooses not to be witnessed, the collection site person shall ask the individual to remove any unnecessary outer garments that might conceal items or substances that could be used to tamper with or adulterate his or her urine specimen. Also, all personal belongings must remain with the outer garments; a secure area for valuables will be provided. The employee shall be instructed to wash and dry his or her hands prior to submitting the required specimen. The volume of the specimen must be at least 60 mls. for the screening test and confirmation test. The employee may be given a reasonable amount of liquid (e.g., a glass of water) to assist in producing an adequate specimen. Site personnel shall determine if the specimen contains at least 60 milliliters of urine.
3. Both the employee being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. The collected specimen shall be deposited by the collection site person into a storage container. The cover will then be secured and sealed with a tamper proof tape by the collection site person and witnessed by the employee being tested. After the specimen has been provided to site personnel, the employee being tested shall be allowed to wash his or her hands. The label will be signed by the site person (and if so desired, by the employee), with date and time noted, and secured to the container. The storage container should then be placed into a plastic bag along with a "chain of custody record" with appropriate entry and the plastic bag will be sealed with plastic evidence tape.
4. The sealed plastic bag containing the specimen storage container will be placed in a locked refrigerator utilized only for storage of specimens to be

tested. A log book shall be kept of anyone who enters the refrigerator.

D. Laboratory Procedure

1. An employee of the testing laboratory shall remove the sealed plastic bag from the refrigerator at the collection facility, verify the integrity of the bag and transport sealed plastic bag to the testing laboratory, where the date, time, name, and signature of the receiving person is entered on the chain of custody record. Laboratories must comply with applicable provisions of any Federal and State licensing requirements. Accredited laboratories must have the facility and capability, on site, of performing screening and confirmation tests for each drug or metabolite for which service is offered and requested.

2. The testing laboratory shall maintain a chain of custody record of any individual handling or testing an employee's specimen.

3. Lab Tests

a. The initial screening test will be of the RIA and/or EMIT type. No action shall be taken based on the initial screening test, but rather may only be taken after a confirmation test has been administered and a positive result obtained.

b. Confirmation or follow-up test will be of the Gas Chromatography/Mass Spectrometry method and shall be conducted by the same laboratory which performed the initial screening. The laboratory shall be required to specify the metabolites tested for, the cut-off levels and the testing procedure used in each drug classification.

c. In determining whether a test result is positive, the laboratory shall use the following cut-off levels:

	Initial Test <u>Level</u>	Confirmatory Test <u>Level</u>
1. Amphetamines	1000 ng/ml	500 ng/ml
2. Barbiturates	300 ng/ml	200 ng/ml
3. Cocaine Metabolite	300 ng/ml	150 ng/ml
4. Marijuana Metabolite	100 ng/ml	15 ng/ml
5. Opiates	300 ng/ml	300 ng/ml
6. Phencyclidine (PCP)	25 ng/ml	25 ng/ml

4. On completion of all testing:
- a. A signed, dated, timed and contemporaneously written report from the laboratory must be submitted to the collection site within one week of the test. Upon request, the report shall be made available to the employee and upon the employee's request, to the Association immediately after its receipt by the Employer.
 - b. Negative specimens will be discarded. The chain of custody record, and all other reports pertaining to the test will be kept by the testing laboratory for two (2) years.
 - c. If the test is positive, the employee may request, and shall be furnished, the information available regarding:
 1. the type of tests conducted;
 2. the results of the tests; and
 3. the cut-off level of the methodology employed.

The employee may either request that the remainder of the specimen be retested by the testing laboratory or that the remainder of the specimen be sent to another independent testing facility (following the same chain of custody and cut-off levels outlined in this policy) for retesting.

If the subsequent test is positive, the cost would be borne by the requesting employee. If, however, the subsequent test is negative, the County shall bear the cost of the second, independent test. The remaining preserved specimen will be frozen and properly secured in a long-term locked storage area for a period of two (2) years. The chain of custody record, and all other reports pertaining to the test, will be kept by the testing laboratory for two (2) years. The chain of custody records will, upon request, be provided to employees testing positive.

D. Choice of Collection Facility and Testing Laboratory

In the event the Employer wishes to change the collection facility or testing laboratory, the procedures utilized in any subsequent collection facility or testing laboratory shall be as specified elsewhere in this Agreement. Any such facility or laboratory shall be licensed by the State or Federal Government. The Association will be informed and shall be given the opportunity to inspect any new facility or laboratory.

33.04 Consequences Of A Positive Test

- A. Disciplinary action will be initiated against any employee found to be in violation of County drug policies. The severity of the action chosen will depend on the specific offense, the employee's work record, length of service and any available pertinent evidence.
- B. The disciplinary action imposed shall be suspension, demotion, reassignment or a combination of such action, or discharge. In general, where use, possession, sale or distribution of certain drugs would be a basis for a felony charge, the employee will be discharged. If the drug(s) involved could result in a misdemeanor charge, discipline less than discharge may be imposed for the first offense. If discipline less than discharge is imposed, mandatory periodic retesting will also be required.

33.05 Confidentiality

All records pertaining to the initiation and administration of this program shall be treated as strictly confidential by the employees of the Department of Personnel/Human Resources. All others must have the written permission of the employee. Copies shall be made available to the employee.

33.06 Grievance Procedure

Any disputes concerning the interpretation or application of this policy shall be subject to the grievance procedure. Grievances shall be initiated at the Labor Relations step within the grievance procedure as provided in Article 9 of this Agreement.

33.07 Hold Harmless Provision

The Employer agrees to indemnify and save harmless the Association and its members from and against all claims or suits arising out of the implementation of this drug policy pertaining to the acts or omissions of the Employer or its agents. The Association agrees to indemnify and save harmless the Employer and its agents for and against all claims or suits arising out of the implementation of this drug policy pertaining to the acts or omissions of the Association or its agents. Said indemnification shall take the form of the defense and payment of any judgments or settlements.

ARTICLE 34 - RETURN OF COUNTY PROPERTY

34.01

An employee who separates from County service shall return all equipment furnished by the County within seven (7) days of such separation. Employees failing to return County

property shall have appropriate payroll deductions taken to cover such loss.

ARTICLE 35 – ERRORS IN WAGES, FRINGE BENEFITS AND LEAVE TIME

35.01

Overpayments which are the result of clerical or mechanical errors in calculating an employee's wages or fringe benefits may be deducted from an employee's pay within 6 months after the overpayment is made, provided that the employee is given a written explanation of the deduction at last one (1) pay period before the wage payment affected by the deduction is made.

35.02

Deductions will be itemized and no more than 15% of an employee's pay may be deducted from a paycheck unless otherwise agreed by the employee.

35.03

Errors made in the computation or payment of any leave time may be recovered within 6 months after the error is made by adjusting current leave balances; offsetting future leave earnings; or at the option of the employee, money may be paid back, provided that the employee is given a written explanation of the adjustment at least one (1) pay period before the adjustment is made.

35.04

Restitution shall not prohibit appropriate disciplinary action where an employee could reasonably know the overpayment was improper.

35.05

An employee who believes that an underpayment of wages, fringe benefits or leave time has occurred, must notify Management within 12 months after the alleged violation occurs, or the underpayment will be considered resolved as paid.

ARTICLE 36 - TERM OF AGREEMENT

36.01

This Agreement shall become effective on December 1, 2004, after Wayne County receives written notice from the Association that the Association has ratified the Agreement and upon execution of the Agreement by the Wayne County Executive.

36.02

This Agreement shall remain in full force and effect until 11:59 P.M. on September 30, 2011.

36.03

This Agreement shall continue in effect for successive yearly periods after September 30, 2011, unless notice is given in writing by either party at least sixty (60) days prior to September 30, 2011, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement.

If such notice is given, this Agreement shall be open to modification, amendment or termination, as such notice may indicate, on September 30, 2011, or on the subsequent anniversary date, as the case may be.

36.04

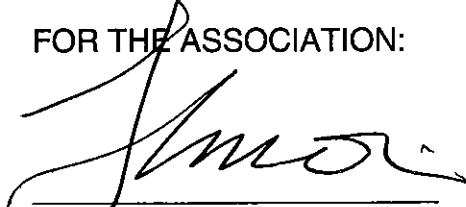
It is hereby mutually agreed that at least sixty (60) days prior to expiration of this contract, the parties shall commence negotiations in good faith.

36.05 Addresses Where Notices are to be Sent

Notices must be in writing and will be sufficient if sent by mail addressed to the Labor Relations Division, Wayne County, 221 Wayne County Building, 600 Randolph Street, Detroit, Michigan 48226. Notices to the Association should be mailed to Frank Simone, Frank Murphy Hall of Justice, 1441 St. Antoine, 12th Floor, Detroit, Michigan 48226, or to another individual identified by the Association in writing.

The parties have executed this Agreement as of the date indicated:

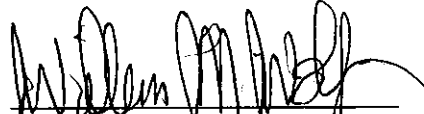
FOR THE ASSOCIATION:



Frank Simone, President
Wayne County Government
Bar Association

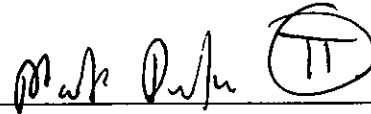
Date: 3-17-09

FOR THE COUNTY:



Robert A. Ficano
Wayne County Executive

Date: 4/15/09



Mark D. Dukes, Director
Labor Relations Division

Date: 3/19/09

Approved:

2009-195

Wayne County Commission

Date: 4/14/09

Table A – HMO Medical Plan Option

The following table describes the essential features of the health benefit plan in general terms. It is not intended to be a full description of coverage. The complete plans are described in the certificate of coverage issued by the plan provider.

MEDICAL SERVICES		
Hospital Care (inpatient and outpatient)	Covered at 100%	Not covered
Surgical Services	Covered at 100%	Not covered
Emergency Medical Services	\$50 copay	\$100 copay
Ambulance	Covered at 100%	Covered
Physician Office Services (including preventative care services; not including vision and hearing)	\$20 copay	Not covered
Diagnostic Services (including preventative)	Covered at 100%	Not covered
Maternity Services	Covered at 100%	Not covered
Alternatives to Hospital Care (skilled nursing, hospice care & home health care)	Covered according to plan guidelines	Not covered
Human Organ Transplant	Covered according to plan guidelines	Not covered
Mental Health and Substance Abuse Treatment	Covered according to plan guidelines; office visit copay may apply	Not covered
Allergy Testing and Therapy	Covered at 100%	Not covered
Chiropractic Spinal Manipulation	Not covered	Not covered
Outpatient Physical, Speech and Occupational Therapy	Covered according to plan guidelines	Not covered
Durable Medical Equipment	Covered for authorized equipment	Not covered
Prosthetic and Orthotic Appliances	Covered for authorized equipment according to plan guidelines	Not covered
Private Duty Nursing	Covered according to plan guidelines	Not covered
DEDUCTIBLES & DOLLAR MAXIMUMS		
Annual Deductible	None	Not applicable
Annual Copay Dollar Maximums (out-of-pocket maximums).	None	Not applicable
Dollar Maximums (benefit caps)	None	

TABLE B – PPO MEDICAL PLAN OPTION

The following table describes the essential features of the health benefit plan in general terms. It is not intended to be a full description of coverage. The complete plans are described in the certificate of coverage issued by the plan provider.

Benefit Category	Individuals	Dependents
MEDICAL SERVICES		
Hospital Care (inpatient and outpatient)	Covered at 90% after deductible	Covered at 70% after deductible
Surgical Services	Covered at 90% after deductible	Covered at 70% after deductible
Emergency Medical Services	\$50 copay	\$100 copay
Ambulance	Covered at 90% after deductible	Covered at 70% after deductible
Physician Office; not including vision and hearing)	\$20 copay	Not covered
Preventative Services (including well-baby care)	Covered at 100%	Not covered
Diagnostic Services	Covered at 90% after deductible	Covered at 70% after deductible
Maternity Services	Covered at 90% after deductible	Covered at 70% after deductible
Alternatives to Hospital Care (skilled nursing, hospice care & home health care)	Covered at 90% after deductible	Covered at 70% after deductible
Human Organ Transplant	Covered at 90% after deductible	Covered at 70% after deductible
Mental Health and Substance Abuse Treatment	Covered at 50% after deductible	Covered at 50% after deductible
Allergy Testing and Therapy	Covered at 100% after deductible	Covered at 70% after deductible
Chiropractic Spinal Manipulation	Covered at 100% after deductible	Covered at 70% after deductible
Outpatient Physical, Speech and Occupational Therapy	Covered at 90% after deductible	Covered at 70% after deductible
Durable Medical Equipment	Covered at 90% after deductible	Covered at 70% after deductible
Prosthetic and Orthotic Appliances	Covered at 90% after deductible	Covered at 70% after deductible
Private Duty Nursing	Covered at 50% after deductible	Covered at 50% after deductible
DEDUCTIBLES & DOLLAR MAXIMUMS		
Annual Deductible	\$100 per member, \$200 per family per year	\$250 per member, \$500 per family per year
Annual Copay Dollar Maximums (out-of-pocket maximums). Includes flat rate copays for emergency medical services and physician office services.	\$500 per member, \$1,000 per family per year (excluding mental health and private duty nursing services)	\$1,500 per member, \$3,000 per family per year (excluding mental health and private duty nursing services)
Dollar Maximums (benefit caps)	\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services.	

TABLE C – TRADITIONAL INDEMNITY MEDICAL PLAN OPTION

The following table describes the essential features of the health benefit plan in general terms. It is not intended to be a full description of coverage. The complete plans are described in the certificate of coverage issued by the plan provider.

The plan description	The plan description	The plan description
MEDICAL SERVICES		
Hospital Care (inpatient and outpatient)	Covered at 100% up to BCBSM approved amount	Covered at 100% up to BCBSM approved amount
Surgical Services	Covered at 100% up to BCBSM approved amount	Covered at 100% up to BCBSM approved amount
Emergency Medical Services	Covered at 100% up to BCBSM approved amount	Covered at 100% up to BCBSM approved amount
Ambulance	Covered at 100% up to BCBSM approved amount	Covered at 100% up to BCBSM approved amount
Physician Office Services (excluding routine/preventative, vision and hearing services)	Covered under Master Medical up to BCBSM approved amount	Covered under Master Medical up to BCBSM approved amount
Well-Baby Care up to age 6	Not Covered	Not Covered
Diagnostic Services (including preventative)	Covered at 100% up to BCBSM approved amount	Covered at 100% up to BCBSM approved amount
Maternity Services	Covered at 100% up to BCBSM approved amount	Covered at 100% up to BCBSM approved amount
Alternatives to Hospital Care (skilled nursing, hospice care & home health care)	Covered at 100% up to plan limits	Covered at 100% up to plan limits
Human Organ Transplant	Covered according to plan guidelines	Covered according to plan guidelines
Mental Health and Substance Abuse Treatment	Covered according to plan guidelines under Basic with additional days under Master Medical	Covered according to plan guidelines under Basic with additional days under Master Medical
Allergy Testing and Therapy	Covered under Master Medical up to BCBSM approved amount	Covered under Master Medical up to BCBSM approved amount
Chiropractic Spinal Manipulation	Covered under Master Medical up to BCBSM approved amount	Covered under Master Medical up to BCBSM approved amount
Outpatient Physical, Speech and Occupational Therapy	Covered according to plan guidelines under Basic with additional days under Master Medical	Covered according to plan guidelines under Basic with additional days under Master Medical
Durable Medical Equipment	Covered under Master Medical up to BCBSM approved amount	Covered under Master Medical up to BCBSM approved amount
Prosthetic and Orthotic Appliances	Covered under Master Medical up to BCBSM approved amount	Covered under Master Medical up to BCBSM approved amount
Private Duty Nursing	Covered under Master Medical up to BCBSM approved amount	Covered under Master Medical up to BCBSM approved amount
DEDUCTIBLES, COPAYMENTS & DOLLAR MAXIMUMS		
Annual Deductible	\$50 per member, \$100 per family per year for Master Medical services	\$50 per member, \$100 per family per year for Master Medical services
Copayment	20% for Master Medical services after deductible has been met	20% for Master Medical services after deductible has been met
Annual Copay Dollar Maximums (out-of-pocket maximums)	\$1,000 per family per year (excluding mental health and private duty nursing services)	\$1,000 per family per year (excluding mental health and private duty nursing services)
Dollar Maximums (benefit caps)	\$1 million lifetime per covered specified human organ transplant type and a separate \$1 million lifetime per member for all Master Medical services and as noted above for individual services.	

TABLE D – HIGH DEDUCTIBLE PLAN OPTION

The following table describes the essential features of the health benefit plan in general terms. It is not intended to be a full description of coverage. The complete plans are described in the certificate of coverage issued by the plan provider.

	In-network	Out-of-network
<p>Deductibles, co-pays and dollar maximums. <i>Note: Services without a PPO network and emergency services are covered at the in-network level. <u>If a PPO provider refers you to a non-network provider, all covered services obtained from that non-network provider will be subject to applicable out-of-network cost-sharing.</u> If you receive care from a non-participating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.</i></p>		
<p>Deductibles</p> <p><i>Note: The full family deductible must be met under a two-person or family contract before benefits are paid for any person on the contract.</i></p>	<p>\$1,250 for a one-person contract or \$2,500 for a family contract (2 or more members) each calendar year (no 4th quarter carry-over)</p>	<p>\$2,500 for a one-person contract or \$5,000 for a family contract (2 or more members) each calendar year (no 4th quarter carry-over)</p>
<p><i>Deductibles are based on amounts defined annually by the federal government for high-deductible health plans associated with a health savings account (HSA).</i></p>		
Co-pays		
• Fixed dollar co-pays	None	None
• Percent co-pays	10% of approved amount	30% of approved amount
Co-pay dollar maximums		
• Fixed dollar co-pays	Not applicable	Not applicable
• Percent co-pays/Rx co-pays	<p>\$1,000 for a one-person contract or \$2,000 for a family contract (2 or more members) each calendar year</p> <p><i>(combined out-of-pocket maximums for medical and prescription drug co-pays)</i></p>	<p>\$2,000 for a one-person contract or \$4,000 for a family contract (2 or more members) each calendar year</p> <p><i>(combined out-of-pocket maximums for medical and prescription drug co-pays)</i></p>
<p><i>Note: The full family out-of-pocket max must be met under a two-person or family contract before benefits are paid at 100%.</i></p>		
Dollar maximums		
<p>\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services</p>		
Preventive care services		
	In Network	Out of Network
Health maintenance exam – includes chest X-ray, EKG, cholesterol screening and other select lab procedures	Covered – 100% (no deductible or co-pay), one per member per calendar year	Not covered
Gynecological exam	Covered – 100% (no deductible or co-pay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	Covered – 100% (no deductible or co-pay), one per member per calendar year	Not covered

Well-baby and child care	Covered – 100% (no deductible or co-pay) •6 visits, birth through 12 months •6 visits, 13 months through 23 months •2 visits, 24 months through 35 months •2 visits, 36 months through 47 months •1 visit per birth year, 48 months through age 15	Not covered
Childhood immunizations as recommended by the Advisory Committee on Immunizations Practices and the American Academy of Pediatrics	Covered – 100% (no deductible or co-pay)	Not covered
Fecal occult blood screening	Covered – 100% (no deductible or co-pay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	Covered – 100% (no deductible or co-pay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	Covered – 100% (no deductible or co-pay), one per member per calendar year	Not covered
Mammography screening	Covered – 100% (no deductible or co-pay), one per member per calendar year	Not covered
Physician office services	In Network	Out of Network
Office visits	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Outpatient and home medical care visits	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Office consultations	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Urgent care visits	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Emergency medical care	In Network	Out of Network
Hospital emergency room	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Ambulance services – must be medically necessary	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Diagnostic services	In Network	Out of Network
Laboratory and pathology services	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible

Diagnostic tests and x-rays	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Therapeutic radiology	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Maternity services provided by a physician		
	In Network	Out of Network
Prenatal and postnatal care	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Delivery and nursery care	<i>Includes care provided by a certified nurse midwife</i>	
	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible

Hospital care	In Network	Out of Network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
<i>Note: Non-emergency services must be rendered in a participating hospital.</i>	<i>Unlimited days</i>	
In patient consultations	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Chemotherapy	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Alternatives to hospital care	In Network	Out of Network
Skilled nursing care	Covered – 100% after in-network deductible, in participating skilled nursing facilities only Limited to 90 days per member per calendar year	
Hospice care	Covered – 100% after in-network deductible, through a participating hospice program only Limited to dollar maximum that is reviewed and adjusted periodically	
Home health care – must be medically necessary	Covered – 100% after in-network deductible, by a participating home health care agency only	
Home infusion therapy – must be medically necessary	Covered – 100% after in-network deductible, by participating providers only	
Surgical services	In Network	Out of Network
Surgery – includes pre-surgical consultations, related surgical services and medically necessary facility services by a participating ambulatory surgery facility	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Colonoscopy	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
	<i>One per member per calendar year</i>	
Voluntary sterilization	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible

Human organ transplants	In Network	Out of Network
Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 100% after in-network deductible, in designated facilities only, limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	
Bone marrow – when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Specified oncology clinical trials	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Kidney, cornea and skin	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Mental health care and substance abuse treatment	In Network	Out of Network
Inpatient mental health care and inpatient substance abuse treatment	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
	<i>Limited to a combined maximum of 60 days per calendar year with 120 days lifetime per member</i>	
Outpatient mental health care	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible only
Outpatient substance abuse treatment – in approved facilities only	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
	<i>Limited to annual state-dollar amount (that combines outpatient and residential substance abuse)</i>	
Other covered services	In Network	Out of Network
Outpatient Diabetes Management Program (ODMP)	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Allergy testing and therapy	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Osteopathic manipulative therapy (up to 24 visits per member per calendar year, subject to applicable cost-sharing)	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Chiropractic spinal manipulation (up to 24 visits per member per calendar year, subject to applicable cost-sharing)	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Outpatient physical, speech and occupational therapy services – provided for rehabilitation	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible Note: Outpatient physical therapy is not covered at nonparticipating facilities.
	<i>Limited to a combined maximum of 60 visits per member per calendar year</i>	
Durable medical equipment	Covered – 90% after in-network deductible	Covered – 90% after out-of-network deductible

Prosthetic and orthotic appliances	Covered – 90% after in-network deductible	Covered –90% after out-of-network deductible
Private duty nursing services	Covered – 90% after in-network deductible	Covered – 90% after in-network deductible

Prescription Drug Coverage **TABLE D – High Deductible Plan**

Preventive Drugs (based on BCBSM Standard Preventive Drug List)	Covered 100% for qualified drugs up to \$500 per member annually; not subject to deductibles or prescription drug co-pays.
Generic Drug	Covered subject to deductible; then \$5 co-pay until out-of-pocket maximum is met, thereafter 100% covered ; includes contraceptives
Brand-Name Drug	Covered subject to deductible; then \$25 co-pay until out-of-pocket maximum is met, thereafter 100% covered ; includes contraceptives
Mail-Order Drug	90-day supply covered at 2 x co-pay; subject to deductible
Other Features	Mandatory Generic Step Therapy 90-day Retail Program

TABLE E – PRESCRIPTION DRUG PLAN

The following table describes the essential features of the health benefit plan in general terms. It is not intended to be a full description of coverage. The complete plans are described in the certificate of coverage issued by the plan provider.

For active employees electing medical coverage, the following prescription drug benefit will apply:

Prescription Description	In-Network	Out-of-Network
Generic	\$5	Not covered
Brand-Name Formulary	\$25	Not covered
Brand-Name Non-Formulary	\$25	Not covered
Mail Order	90-day supply: - Two times (2x) the co-pay	Not covered
Annual Copay Dollar Maximums (out-of-pocket maximums)	\$1,500 per member, \$3,000 per family per year	Not applicable
Plan Features	<ul style="list-style-type: none"> - Mandatory generic program - Mandatory mail order for maintenance drugs - Step-Therapy 	

TABLE F – VISION BENEFITS OPTION

Vision exams shall be covered under the employee’s medical plan once every twenty-four (24) months.

Frames, lenses or contact lenses shall be covered under a vision benefit plan provided through Heritage Vision Plan once every twenty-four (24) months as follows:

Vision Care Services	Heritage In-Network Coverage	Out-of-Network Coverage
Frames:	\$75 Retail Allowance	Reimbursed up to \$30
Standard Lenses (choice of one): <ul style="list-style-type: none"> • Single Vision • Bifocal • Trifocal • Lenticular 	<ul style="list-style-type: none"> • Covered 100% • Covered 100% • Covered 100% • Covered 100% 	<ul style="list-style-type: none"> • Reimbursed up to \$35 • Reimbursed up to \$45 • Reimbursed up to \$55 • Reimbursed up to \$80
Lens Options: <ul style="list-style-type: none"> • Solid Tint • Other Lens Options 	<ul style="list-style-type: none"> • Covered 100% • 20% Preferred Pricing Discount 	<ul style="list-style-type: none"> • Not covered • Not covered
Contact Lenses: <ul style="list-style-type: none"> • Cosmetic (includes disposable) • Medically Necessary 	<ul style="list-style-type: none"> • \$100 Retail Allowance • Covered 100% 	<ul style="list-style-type: none"> • Reimbursed up to \$65 • Reimbursed up to \$200

<p>Plan Exclusions:</p> <ul style="list-style-type: none"> • Non-prescription lenses • Two pairs of glasses instead of bifocals • Lenses and frames furnished under this plan that are lost or destroyed during the Plan Year • Parts or repair of frames not covered by the manufacturers' warranty • Medical or surgical treatment of the eyes • Drugs or medications • Corrective services, treatments and materials of an experimental nature • Services not visually necessary • Industrial (3mm) safety lenses and safety frames with side shields • Any services not specified by the Group

TABLE G - TRADITIONAL INDEMNITY DENTAL PLAN OPTION

The following table describes the essential features of the health benefit plan in general terms. It is not intended to be a full description of coverage. The complete plans are described in the certificate of coverage issued by the plan provider.

Benefit Description	Benefit Details (Coverage)
Diagnostic and Preventative Services	Covered at 100%
Restorative Services	Covered at 100%
Oral Surgery	Covered at 100% when performed by a dentist; covered at 85% when performed by a specialist
Endodontic Services	Covered at 85%
Prosthodontic Care	Covered at 85%
Periodontic Services	Covered at 85%
Orthodontic Services	Covered at 50% to a lifetime maximum of \$1,000 with no age restrictions.
DEDUCTIBLES & DOLLAR MAXIMUMS	
Annual Deductible	None
Annual Benefit Maximum	\$1,000 per calendar year for all services except orthodontic.

Diagnostic Services:

Services usually employed by dentists in evaluating existing conditions and the dental care required. Such services may include: consultations, diagnosis and diagnostic aids.

Preventive Services:

Dental procedures or techniques usually employed by dentists to prevent the occurrence of dental abnormalities or disease. Such services may include: prophylaxis and topical application of fluoride solution.

Restorative Devices:

Services usually employed by dentists to rebuild, repair or reform the tissues of the teeth. Minor services usually include amalgam, synthetic porcelain, plastic restorations and relines and repairs to prosthetic appliances. Major restorations shall include crowns, jackets and gold-related services when the teeth cannot be restored with another filling material. All major and minor restorations are not limited to those listed above.

Oral Surgery Services:

Extractions and other oral surgery procedures usually employed by a dentist.

Endodontic Services:

Procedures usually employed by a dentist for the treatment of teeth with diseased or damaged nerves (i.e.; root canals).

Prosthodontic Services:

Provides for bridges and partials and complete dentures. In other words, appliances that replace missing natural teeth.

Periodontic Services:

Procedures usually employed by dentists for the treatment of diseases of the gums and supporting structures of the teeth.

TABLE H - DMO DENTAL PLAN OPTION

The following table describes the essential features of the health benefit plan in general terms. It is not intended to be a full description of coverage. The complete plans are described in the certificate of coverage issued by the plan provider.

Service Description	Percentage of Benefit Covered
Diagnostic and Preventative Services	Covered at 100%
Restorative Services	Covered at 100%
Oral Surgery	Covered at 100% when performed by a dentist; covered at 85% when performed by a specialist
Endodontic Services	Covered at 85%
Prosthodontic Care	Covered at 85%
Periodontic Services	Covered at 85%
Orthodontic Services	Covered at 100% through age 18; covered at 50% up to a maximum copay of \$1,250 for members age 19 and over.
DEDUCTIBLES & DOLLAR MAXIMUMS	
Annual Deductible	None
Annual Benefit Maximum	None

Diagnostic Services

Services usually employed by dentists in evaluating existing conditions and the dental care required. Such services may include: consultations, diagnosis and diagnostic aids.

Preventive Services:

Dental procedures or techniques usually employed by dentists to prevent the occurrence of dental abnormalities or disease. Such services may include: prophylaxis and topical application of fluoride solution.

Restorative Devices:

Services usually employed by dentists to rebuild, repair or reform the tissues of the teeth. Minor services usually include amalgam, synthetic porcelain, plastic restorations and relines and repairs to prosthetic appliances. Major restorations shall include crowns, jackets and gold-related services when the teeth cannot be restored with another filling material. All major and minor restorations are not limited to those listed above.

Oral Surgery Services:

Extractions and other oral surgery procedures usually employed by a dentist.

Endodontic Services:

Procedures usually employed by a dentist for the treatment of teeth with diseased or damaged nerves (i.e.; root canals).

Prosthodontic Services:

Provides for bridges and partials and complete dentures. In other words, appliances that replace missing natural teeth.

Periodontic Services:

Procedures usually employed by dentists for the treatment of diseases of the gums and supporting structures of the teeth.

**ADDENDUM TO ARTICLE 29 – RETIREMENT
2004–2011 COLLECTIVE BARGAINING AGREEMENT**

RE: Additional And / Or Modified Retirement Article Terms

NEW RETIREMENT PLAN #6

1. Effective on the date the Wayne County Executive executes the 2004 – 2011 collective bargaining agreement, the County of Wayne will establish a new retirement benefit plan option #6 (i.e. Retirement Plan #6) for eligible employees of record in the bargaining unit as of December 1, 2008.
2. Employees in the Hybrid Retirement Plan #5 may transfer into Retirement Plan #6 provided they elect, transfer into, and fully purchase into Plan #6 at a rate of \$500.00 per year for each year of credited service no later than thirty (30) calendar days after the date of execution of the 2004 – 2011 collective bargaining agreement by the Wayne County Executive.
3. The defined benefit side multiplier for all years of credited service shall be 2.5% of Average Final Compensation.
4. Average Final Compensation shall be equal to the average of the best five (5) out of the last seven (7) years of compensation while a member of the Retirement System and shall include the same payout computation elements included in the Hybrid Plan #5 (i.e., final payouts of excess sick and annual leave).
5. Normal retirement shall mean twenty-five (25) years of credited service at age 55, twenty (20) years of credited service at age 60, eight (8) years of credited service at age 65 or thirty (30) years of credited service without an age requirement.
6. Eligible employees of record transferring into Hybrid Plan #6 shall contribute 4% of all W-2 compensation to the Retirement System.
7. For purposes of the applicable employee contribution rate calculation, W-2 compensation shall include payouts of excess sick and annual leave.
8. Employees shall also be allowed to make contributions to the contribution side of Plan #6 with no Employer match, subject to all IRS rules and regulations.
9. Once an employee elects to transfer to the new Retirement Plan #6, that employee may not return to his or her prior Retirement Plan.

10. Eligible employees shall receive a duty disability retirement benefit. The amount of retirement compensation shall be computed as normal retirement with additional service credit granted from the date of retirement to age sixty (60). The total Plan #6 duty disability benefit, including that received under the contribution side of Plan #6, shall not exceed seventy-five percent (75%) of the employee's average compensation as otherwise provided in Defined Benefit Plan #1.

The employee will be required to surrender all accumulated funds in the Plan, including both employee and vested Employer contributions. In the event an employee has an outstanding loan from the Plan, loan payments shall continue as scheduled through equivalent withholding from the employee's monthly disability retirement benefit until such loan is repaid in full. Should the employee become deceased prior to full repayment, the employee's estate shall be responsible for any outstanding amount.

RETIREMENT PLAN #5

1. All employees hired on or after the date of execution of the 2004 – 2011 collective bargaining agreement by the Wayne County Executive will be required to go into Plan #5 and contribute five percent (5%) of all W-2 compensation to the retirement system.
2. For purposes of the applicable employee contribution rate calculation, W-2 compensation shall include payouts of excess sick and annual leave.
3. Employees shall also be allowed to make contributions to the contribution side of Plan #5 with no Employer match, subject to all IRS rules and regulations.

GENERAL PROVISIONS

1. All employees hired on or after the date of execution of the 2004 – 2011 collective bargaining agreement by the Wayne County Executive shall not be eligible for a 13th check upon retirement.
2. Effective the date of execution of this Agreement by the County Executive, and for no more than thirty (30) calendar days thereafter, employees of record with the County of Wayne in the bargaining unit as of December 1, 2008 who are in Retirement Plans 1, 2, 3, 5 or 6 may purchase up to two (2) years of credited service toward retirement eligibility at total actuarial cost not to exceed \$30,000.