

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE COUNTY OF WAYNE**

**AND**

**THE GOVERNMENT ADMINISTRATORS ASSOCIATION**

**AND ITS AFFILIATE CHAPTER**

**THE WAYNE COUNTY PROFESSIONAL NURSE COUNCIL ~ UNIT 1**



**Robert A. Ficano  
Wayne County Executive**

**OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2011**

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## **ARTICLE 1 - AGREEMENT**

### **1.01**

This Agreement is entered into between the County of Wayne, Michigan, (Employer), and the Government Administrators Association and its affiliate Chapter, the Wayne County Professional Nurse Council, Unit I (Association).

## **ARTICLE 2 - PURPOSE AND INTENT**

### **2.01**

The purpose of this Agreement is to set forth wages, hours, terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual benefit of the County, in its capacity as an employer, the employees and the Association.

### **2.02**

The parties recognize that the interest of the Community, and the job security of the employees depend on the Employer's success in establishing and the employees' success in rendering services to the public. To achieve this goal, the Employer and the Association encourage friendly and cooperative relations between their respective representatives at all levels and among all employees.

### **2.03**

The parties further recognize that the Employer and the Association are legally and morally obligated 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 because of sex, age, height, weight, race, color, creed, national origin, political or religious beliefs, disability, marital status, and as otherwise provided by law.

## **ARTICLE 3 - RECOGNITION**

### **3.01**

Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act (PERA), as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as defined by the terms of this

Agreement for those employees included in the designated bargaining unit.

### 3.02

The bargaining unit shall consist of all employees of the Employer holding positions in classifications designated as:

Registered Nurse 1	Public Health Nurse 1
Registered Nurse 2	Public Health Nurse 2
Special Duty Nurse	

New classes may be added by agreement between the parties. Bargaining unit positions shall not be retitled for the purpose of removing same from the bargaining unit without prior agreement between the Employer and the Wayne County Professional Nurse Council.

### 3.03

Part-time, temporary and seasonal employees holding positions in classifications designated in Section 3.02 shall be included in the bargaining unit covered by this Agreement, provided they have been continuously employed for a period of ninety (90) days from the date of last appointment during the term of this Agreement. Temporary and seasonal employees shall not gain regular status nor be eligible for any benefits.

### 3.04

Entrance provisional County employees, i.e., new hires, in positions listed in Section 3.02 above shall not continuously be employed more than one-hundred eighty (180) days, except through notification to the Association and by mutual agreement between the parties to this Agreement.

### 3.05

Limited term, temporary and vacation relief employees shall not gain regular status or be eligible for any fringe benefits unless otherwise specifically provided by this Agreement, by virtue of time served in such positions.

## **ARTICLE 4 - AID TO OTHER ORGANIZATIONS**

### 4.01

The Employer agrees and shall cause its designated representative not to aid, promote, or finance any other labor group or organization which purports to engage

in collective bargaining or enter into any agreement with any such group or organization for the purpose of undermining the Association.

#### 4.02

The Association shall not enter into agreements with any other organization against the interest of the Employer.

### **ARTICLE 5 - ASSOCIATION SECURITY**

#### 5.01

Employees covered by this Agreement at the time it becomes effective and who are members of the Association at the time shall be required to continue membership in the Association or pay a monthly service charge for the duration of this Agreement.

#### 5.02

Employees covered by this Agreement 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 bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Association a service charge in the amount equal to the regular monthly dues as a contribution toward the administration of this Agreement. The provisions also apply to part-time, temporary and seasonal employees as defined in Section 3.03, provided that said employees shall not be required to comply until completion of ninety (90) days of employment.

#### 5.03

Employees covered by this Agreement 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 after completion of thirty (30) days of service, shall, commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Association the service charge defined in Section 5.01 above. The provisions of this section shall also apply to all employees as defined in Article 3, Section 3.03, provided that said employees shall not be required to comply until completion of ninety (90) days.

5.04

Within ten (10) working days from the date of hire, the Employer shall furnish the Association, and the W.C.P.N.C. with the name, department, classification, and date of hire of each new employee.

5.05

Failure to comply with the provisions of Sections 5.01, 5.02, and 5.03 shall be cause for the termination of the employee.

5.06

No employee shall be terminated under this Article unless the Association has first notified the Labor Relations Director in writing that the employee has elected not to join the Association or pay the service charge, and is not in compliance with the provisions of this Article. Upon receipt of such written notice, the Labor Relations Director shall, within five (5) 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.

5.07

The Employer shall not be liable to the Association by reasons of the requirements of this Agreement for the remittance of payment of any sum other than that constituting actual regular dues or fee deductions made from wages earned by employees.

5.08

The Association will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

**ARTICLE 6 - PAYMENT OF ASSOCIATION DUES**

6.01

During the life of this Agreement, the Employer agrees to deduct Association membership dues, special purpose contributions, and/or any other fees levied in accordance with the Constitution and By-laws of the Association, from the pay of each employee who executes or has executed an "Authorization for Association Deduction" form. Such dues, and/or fees, must be tendered by payroll deduction.



## 6.02

Deductions shall be made only in accordance with the provisions of said "Authorization for Association Deduction" form. A properly executed copy of such "Authorization for Association Deduction" form for each employee from whom membership dues and/or fees are to be deducted shall be delivered to the Employer before any payroll deductions are made. Any "Authorization for Association Deduction" forms which are incomplete or in error will be returned promptly to the Association by the Employer.

## 6.03

Deductions for each calendar month shall be remitted to the Association within fifteen (15) days after the date of deduction, with a listing of employees for whom said deductions were made. The Employer will also provide a listing for the President of the W.C.P.N.C.

## 6.04

The Employer shall not be liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Association will defend, indemnify, and save harmless the Employer from any and all claims, demands, suits and other liability by the Employer for the purpose of complying with this Article.

## **ARTICLE 7 - PAYMENT OF SERVICE CHARGE**

### 7.01

Employees who do not authorize deductions for Association dues shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

### 7.02

Upon notification by the Association to the Employer that the employee has elected not to make application for membership in the Association or sign an "Authorization for Deduction of Service Charge" form, the Employer shall inform the employee of the provisions of the Agreement and the possible consequences of noncompliance.

### 7.03

Deductions for each calendar month shall be remitted within fifteen (15) days after

date of deduction to the Association with a listing of employees for whom said deductions were made. Also, a listing will be sent to the President of the W.C.P.N.C.

7.04

The Employer shall not be liable to the Association by reason of the requirements of this article for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

7.05

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 or not taken by the Employer for the purpose of complying with this article.

**ARTICLE 8 - MANAGEMENT RIGHTS**

8.01

The Association recognizes that the Employer retains the sole right and shall have a free hand to manage and operate the various departments in which the employees represented by the Association are employed, including, but not limited to, the sole right to decide the number and assignment of employees; to maintain order and efficiency; to make rules of conduct for employees; to hire, lay off, discipline, discharge, assign, transfer and promote employees; and to determine the starting and quitting time and the number of hours in each day to be worked, subject only to the terms and conditions of this Agreement. The Employer shall have the sole right to administer all matters not specifically included in this Agreement without limitations, implied or otherwise.

**ARTICLE 9 - REPRESENTATION**

9.01

The Association shall be represented in the Grievance Procedure by Professional Rights and Responsibility Representatives, hereinafter referred to as Area Representatives.

9.02

It is mutually recognized that the principle of proportionate representation is a sound and equitable basis for determining the number of Area Representatives

provided by this Agreement.

9.03

The Association shall maintain a current list of Area Representatives for each designated area, and shall furnish the Employer with a copy of same, and a copy will be sent to the appropriate management representative with the name of the representative for the designated area.

9.04

The Employer shall furnish the Association with a corresponding representative list for each designated area.

9.05

Area Representatives during their work hours, without loss of time or pay, may investigate reported grievances within their designated area and present said grievances to the Employer or the appropriate management representative. Before entering upon such Association business, Area Representatives shall give notice to and receive approval from their supervisor or designee. Approval for release from their work assignment for this purpose, for such time as may be necessary, will not be unreasonably withheld. Any alleged abuse by either party shall be a proper subject for a Special Conference as provided by this Agreement.

9.06

The Association as covered by this Agreement shall be entitled to representation by Area Representatives on the following basis:

WAYNE COUNTY HEALTH DEPARTMENT	
Area Representative	2
WAYNE COUNTY JUVENILE DETENTION FACILITY	
Area Representative	1
WAYNE COUNTY SHERIFF'S OFFICE JAIL DIVISIONS	
Area Representative	
Detroit	1
Hamtramck	1

9.07

All Area Representatives shall be full-time regular employees of the bargaining unit within the jurisdiction of the respective work areas. The Employer or appropriate

management representative shall be promptly notified of the selection of the Area Representatives as herein provided or of any subsequent replacement.

#### 9.08

The Association may call upon an Area Representative for assistance in processing grievances involving the interpretation or application of this Agreement, or for the purpose of reaching a prompt settlement of group or policy grievances. Before entering upon such Association business, the Area Representative shall give notice to and receive approval from the appropriate management representative and shall thereupon be released from normal work assignments, without loss of pay, except for a stated emergency work situation.

#### 9.09

Area Representatives shall be retained in their work areas for representation purposes during layoffs, regardless of seniority, as long as there is work to be performed within their classification.

There shall be no exchanges or handling of grievances by Area Representatives other than those of their designated area, except by mutual agreement.

#### 9.10

The President of the W.C.P.N.C. Chapter shall report daily to his or her scheduled work assignment, unless prior approval is given by the appropriate management representative. The President of the W.C.P.N.C. Chapter may request and be granted time off without loss of pay to present grievances involving the interpretation or application of this Agreement to the Division of Labor Relations or appropriate management representatives as outlined in the grievance procedure.

#### 9.11

The President of the W.C.P.N.C. Chapter may attend the meetings of County Boards, Commissions, and Committees when matters involving the Association are on the agenda. Prior notice must be given and approval must be obtained by the President before such time off will be approved.

#### 9.12

Whenever the President of the W.C.P.N.C. Chapter is required to perform administrative duties limited to internal Association business or functions, she may be granted time off without compensation, but without loss of such benefits to which she would otherwise be entitled. Requests for such time off without pay may be granted upon prior notice to the appropriate management representative.

9.13

It is understood between the parties that for the purpose of maintaining continuity in representation of Bargaining Unit members, the 1<sup>st</sup> Vice-President of the W.C.P.N.C. Chapter will serve as the alternate to the W.C.P.N.C. Chapter President. It is further understood that the 1<sup>st</sup> Vice-President will function in the absence of the President on occasions when the absences exceed continuous periods of one (1) week, or shorter periods when mutually agreed upon.

9.14

The President of the W.C.P.N.C. or designee may participate in the grievance procedure at any level of the grievance procedure. The Council or the department head may request participation of a representative of the Association. The Employer shall not be liable for expenses of the Association representative.

9.15

The W.C.P.N.C. shall have use of available habitable space for conducting Council Activities with the approval of the Employer or designee.

9.16            **Bargaining Committee**

The Employer will recognize a collective bargaining committee of representatives of Unit 1 covered by this Agreement. The actual number of bargaining committee members shall be fixed by mutual agreement based upon the make up of the bargaining unit; however, in no event shall the number of paid employees exceed two (2).

**ARTICLE 10 - GRIEVANCE PROCEDURE**

10.01

In the event differences should arise between the Employer and the Association during the term of this Agreement as to the interpretation and application of any of its provisions, the parties shall act in good faith to promptly resolve such differences in accordance with the following procedure.

10.02

Whenever an employee believes that any provision of this Agreement has not been properly interpreted or applied, the procedure hereinafter provided shall be followed.

### 10.03

The grievance procedure contained in this Agreement shall be the exclusive grievance procedure for all members of the bargaining unit.

### 10.04

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. Oral and written reprimands may only be grieved up to Step 3, which will be the final step. However, probationary employees shall not have access to the grievance procedure in matters of discipline or discharge.

In the event a grievance affects two or more employees and/or the Association, the Association may file a policy grievance. Such grievance shall be filed within ten (10) calendar days at Step 3 of the grievance procedure.

All grievances filed by the Association must be signed by the representative, and the employee if possible. Only the representative is required to sign a policy grievance.

#### **Informal Discussion:**

The employee, with a representative or a representative acting alone, but on behalf of the employee, shall discuss the complaint with Management's designated Step 1 representative. The aforementioned person shall then attempt to resolve the matter, or shall orally respond to the Representative.

#### **Step 1:**

If the grievance or dispute is not satisfactorily settled by discussion, it shall be presented in writing by the Area Representative to the appropriate division head or designated Step 1 representative within fourteen (14) calendar days after the grievance arose. The aggrieved employee and/or the Area Representative shall be given a reasonable time, during work hours, to prepare the written grievance. All 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.

The designated Step 1 representative may meet and discuss the grievance with the Association Representative. All parties directly involved and witnesses may attend such meeting. Within fourteen (14) calendar days from the receipt of the written grievance, the designated representative shall respond in writing to the Association representative.

## **Step 2:**

If the grievance or dispute is not satisfactorily settled in accordance with Step 1 above, it shall be presented in writing by the Association to the appropriate department head or designated representative within seven (7) calendar days after the Step 1 response is issued. The department head or designated representative may meet and discuss the grievance with the W.C.P.N.C. President or Association Representative or designated representative. Within fourteen (14) calendar days from the receipt of the grievance at Step 2, the department head or designated representative shall respond in writing to the W.C.P.N.C. President.

## **Step 3:**

If a grievance has not been completely resolved as provided above, the Association may submit the grievance to the Labor Relations Division for further review as follows;

A grievance may be submitted in writing, with copies of all previous responses, to the Employer's Labor Relations Division within fourteen (14) calendar days. The Labor Relations Division representative may within fourteen (14) calendar days meet and discuss the grievance with the W.C.P.N.C. President or Association Representative and the department head or designated representative. The Employer's Labor Relations Division shall submit a written disposition of the appeal to the Association Executive within fourteen (14) calendar days.

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

## **Step 4**

If a grievance has not been completely resolved at the previous steps, the Association may submit the grievance to arbitration in accordance with the following procedures:

- A. Within thirty (30) calendar days after the execution of the Agreement, the parties shall agree on a panel of four (4) arbitrators using the following procedure:
  1. Each party will provide the names of four arbitrators, for a total of eight arbitrators.
  2. Of these eight arbitrators, the parties will alternately strike names until a panel of four arbitrators remains.
  3. The Employer's representative and the Association's representative will flip a coin to determine who has the first strike. The person who wins the flip will determine who goes first.

4. The panel of four arbitrators will be used throughout the term of the collective bargaining agreement, unless a party decides to replace an arbitrator and a replacement is agreed upon.
  5. The parties may select a new panel if the initially selected panel is not available within a reasonable time to schedule hearings.
- B. Arbitration shall be invoked by written notice from the Association to the Labor Relations Division of its intention to arbitrate. Such notice shall be given within thirty (30) calendar days of receipt of the Step 3 answer.
  - C. The parties shall send letters, or by electronic transmission, contact each of the four (4) arbitrators. The arbitrator with the earliest hearing date will be selected.

The parties may agree on a new panel if the initially selected panel is not available within a reasonable time.

- D. It shall be the responsibility of the Association to initiate the selection process. If an arbitrator is not selected and the arbitration hearing is not scheduled within sixty (60) calendar days from the notice of intention to arbitrate, the grievance will be considered settled based on the last management answer to the grievance.
- E. Each grievance shall be submitted to a separately convened arbitration, except when the Association and the Employer mutually agree to have more than one grievance submitted to the same arbitrator.
- F. The arbitrator shall have no authority to amend, alter or modify this Agreement.
- G. 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 and other benefits excluding overtime 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. However, in the event that the subject of the grievance involves overtime the above language regarding overtime shall not apply.
- H. The decision of the arbitrator shall be binding upon the parties and affected employees.
- I. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Association. All other expenses shall be borne by the party incurring same.



10.05

It is understood that any of the time periods provided herein may be extended by mutual agreement in writing.

10.06

The Employer shall provide the Association with a list of Step 2 and Step 3 representatives and alternates. No changes shall be effective until forty-eight (48) hours after the Association is notified of the new representative.

## **ARTICLE 11 - DISCIPLINARY PROCEDURE**

11.01

Employees shall not be subject to any form of discipline except for just cause. If the Association determines to appeal any disciplinary action it shall file a grievance in accordance with Article 10.

11.02

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

11.03

Before any employee shall be required to make any written statement or written reply pertaining to any alleged misconduct on his/her part, the matter shall first be discussed between the employee, the Association representative, and the Supervisor. The employee shall have two (2) working days after such meeting to make the written statement, with a copy to the Association representative if the employee so desires.

11.04

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 tied to his or her employment, that tends to bring the Employer into public disrepute.

#### 11.05

When the employing Department determines that a disciplinary matter requires an investigation, a hearing shall be formally opened and then suspended for investigation. The Association will be notified at the time the case is suspended when the disciplinary hearing shall take place. This notice will allow the Association to do its investigation into the matter before discipline is issued.

#### 11.06

The Association representative shall be present at the time disciplinary action is imposed and shall represent the employee at all levels of disciplinary proceedings. All disciplinary actions shall be subject to the grievance procedure. However, oral and written reprimands may only be grieved up to Step 3, which will be the final step.

#### 11.07

Nothing in this article shall prevent the department from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper written notice thereof to the Association at the time such immediate action is taken.

#### 11.08

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

1. Oral Reprimand;
2. Written Reprimand;
3. Suspension, or demotion (not to exceed five (5) months); and
4. Termination

#### 11.09

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.

#### 11.10

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.

#### 11.11

There shall be one official personnel file. Such file should be maintained at the main Wayne County Personnel Office.

#### 11.12

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

#### 11.13

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 actual service from the date of the prior discipline.

#### 11.14

Upon written 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.

#### 11.15

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

#### 11.16

Employees charged with the commission of any felony or of a misdemeanor involving criminal or moral conduct during work hours or related to the work location or job responsibility, shall have the circumstances unilaterally reviewed by the Employer. After said review, the employee may be suspended, or reassigned to a less sensitive position, without loss of pay or benefits pending the judicial determination of said charge at the trial level.

#### 11.17

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.

## 11.18

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

## **ARTICLE 12 - SPECIAL CONFERENCES**

### 12.01

Special conferences will be arranged between the Association and the Employer upon the written request of either party. Request for special conferences shall be made at least 24 hours in advance, and the conference shall be held within ten (10) workdays after the request is made. An agenda of the matters to be taken up at the meeting, together with the names of the conferees shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Such conferences 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 will be paid to such employees for time spent in such conference beyond regular work hours. A representative of the Association or an alternate representative may attend the special conferences. Matters of a grievable nature, if not resolved in conference, shall be moved to the appropriate step of the grievance procedure, such step being agreed to in writing by the Conferees.

## **ARTICLE 13 - STRIKES AND LOCKOUTS**

### 13.01

The Association agrees that it will not call, engage in, participate in or sanction any strike, sympathy strike, stoppage of work, sit down, slow 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.

### 13.02

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 work as assigned by the Employer to continue the functions of County government, providing that bargaining unit members are not required to place themselves in physical danger in order to cross a picket line. Where such danger may exist, employees are to contact their immediate supervisor for assistance.

## **ARTICLE 14 – CIVIL SERVICE RULES**

### **14.01**

To the extent they are not in conflict with other provisions of this Agreement, the existing Wayne County Civil Service Rules, as revised to August 27, 1976, are incorporated by reference into this Agreement. No modification, deletion or change shall be effective without prior notification and bargaining with the Association and the mutual agreement of the parties.

## **ARTICLE 15 - PROBATIONARY EMPLOYEES**

### **15.01**

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 the discipline, layoff, or termination of a probationary employee shall be subject to the grievance procedure.

### **15.02**

All newly hired full-time and part-time employees shall serve a probationary period of 1,040 straight-time hours of work during which time they will be considered "probationary employees". Periods of time absent from work shall not be counted toward completion of the probationary period. A probationary period may be extended by mutual agreement of the parties.

### **15.03**

Probationary employees shall receive an evaluation at two (2) month intervals.

### **15.04**

Probationary employees' service with the Employer may be terminated at any time in the sole discretion of the Department Head and neither the employees so terminated nor the Association shall have recourse to the Grievance Procedure over such termination.

### **15.05**

After an employee has successfully completed the probationary period, an employee shall become a regular full-time or part-time employee and seniority rights shall be in accordance with this Agreement.

## ARTICLE 16 - SENIORITY

### 16.01

Except for retirement, annual leave and sick leave, the seniority of each bargaining unit member shall be determined by the employee's date of entry into the bargaining unit. Seniority for part-time employees shall be earned for each hour worked. Seniority, as stated in this section, is defined as total continuous service in both Units 1 and 2 of the Wayne County Professional Nurse Council.

### 16.02

It is understood that seniority herein defined is not intended to reduce in any way benefits granted in Articles of this Agreement.

### 16.03

In the event two (2) or more employees shall have the same seniority date, their placement on the seniority list shall be determined by comparing the last four (4) digits of each employee's Social Security number. In case of a dispute in seniority, the Employer shall make the determination with a representative of the Association present. The employee with the lower four (4) digit number shall be placed highest on the seniority list. (i.e., 0000)

### 16.04

An employee shall continue to earn bargaining unit seniority credits without limitation during layoff, suspension, unpaid or paid leave of absence due to illness, disability, military service, Association business, or when receiving workers' compensation benefits.

### 16.05

Effective with the signing of this Agreement, any bargaining unit employee promoted or transferred to a position outside the bargaining unit shall have his or her bargaining unit seniority frozen as of the date of such transfer or promotion. The Association and the Wayne County Professional Nurse Council shall be notified within ten (10) working days of such transfer or promotion.

### 16.06

The Employer shall provide a list of bargaining unit employees upon the effective date of this Agreement which will show names, job titles and seniority dates. The Association and the President of the Wayne County Professional Nurse Council shall

be furnished up-to-date copies of seniority and salary lists at least every three (3) months. Once the list is delivered to the Council, any suspected errors shall be submitted to Labor Relations within sixty (60) calendar days, Labor Relations shall answer within fourteen (14) calendar days.

#### 16.07

An employee shall lose seniority for the following reasons only:

- A. Discharge or permanent removal from the payroll and the separation is not reversed through the grievance procedure.
- B. Voluntary or regular service retirement.
- C. Resignation and voluntary quits.
- D. Failure to return to work when recalled within ten (10) working days after notice of recall from layoff.
- E. Failure to return to work by the expiration of an approved leave of absence or extension thereof.
- F. Absence from work for five (5) or more consecutive work days without notification to the Employer as to a sufficient reason for said absence.
- G. Absence from work without pay for one complete pay period when the employee is not eligible for a leave of absence without pay under Section 25.01.

#### 16.08

In the case of extreme circumstances, special consideration may be given to those items enumerated in Section 16.07.

#### 16.09

Loss of seniority under Section 16.07 is subject to the Grievance Procedure.

### **ARTICLE 17 - FILLING OF VACANCIES**

#### 17.01

All vacancies shall be filled in accordance with this Article.

For all vacant positions being filled from within the Bargaining Unit covered by this Agreement, the following priority order will apply:

- A. Transfer of the senior qualified employee within the same classification. (17.02)
- B. Displacement, Recall from Lay-off or Displacement/Restoration from Medical Demotion or Medical Demotion. (17.03)
- C. Promotion. (17.04)
- D. Voluntary demotion. (17.06)
- E. Re-employment, Reinstatement or New hire.

**17.02      Transfer of the Senior Qualified Employee Within the Same Classification**

- A. The Employer shall post a notice for a period of 14 calendar days on all bulletin boards where bargaining unit members are assigned as soon as they are aware that a position will be vacant or a new position has been created. This notice shall state the location, job/days off and shift in which the vacancy exists or will exist. Bargaining unit members interested in the position, who hold the same classification, shall sign the notice indicating their interest.

For the purposes of this Article, divisions shall be defined as the Wayne County Juvenile Detention Facility, the Wayne County Jail Divisions, or the Wayne County Health Department. Copies of such notice shall be furnished to the Association and the W.C.P.N.C.

The most senior qualified employee in the division who has signed the posting shall be offered the position. In the event that no qualified employee in the division unit signs the posting, the most senior qualified employee who has signed the posting shall be offered the position as a transfer.

Bargaining unit members transferring from one division to another division shall be subject to a probationary period not to exceed six (6) months in order to demonstrate an ability to perform the duties and responsibilities of the position. Should the member's work performance at any time during the six (6) month period be unsatisfactory in the new position, the employee may be returned to a vacant position in his or her classification in the previous division. An employee whose work performance in this instance is deemed unsatisfactory shall have recourse to the grievance procedure.

Within the first 30 days of transfer, the employee may elect to return, or may be returned by Management, to the employee's former job location, provided there is a vacant position in the employee's classification. Management's action is not grievable.



The division that the employee is leaving will give notice of the employee's return to the Association and W.C.P.N.C. An employee whose work performance in this instance is deemed unsatisfactory shall have recourse to the grievance procedure.

- B. Should management find it necessary in the course of business to institute a reorganization which brings about substantial changes either in work location or job assignment, qualified employees in the affected area in the same classification will be given an opportunity to request assignment on a seniority basis, provided W.C.P.N.C. and the Association shall first be notified.
- C. A senior employee deemed not qualified for a position assignment shall have recourse to the grievance procedure.
- D. Bargaining Unit Members who transfer must wait twelve (12) months after such transfer before being eligible for another transfer. Additionally, any employee who turns down a previously requested transfer shall be required to wait six (6) months before being eligible for another transfer for that position or location requested.

**17.03 Displacement, Recall from Lay-off or Displacement, Restoration from Medical Demotions or Medical Demotion**

- A. Employees shall be displaced and recalled from lay-off or displacement in accordance with Article 19 of this Agreement.
- B. Medical demotions shall be to a vacant position in the division for valid documented medical reasons which prohibit the employee from performing the duties and responsibilities of the class, however, if no vacancies exist in the division, the employer shall go County-wide.

**17.04 Promotion**

- A. Upon satisfactory completion of one year of county service, a Public Health Nurse 1 or Registered Nurse 1 shall be promoted to the next higher classification.
- B. Promoted employees shall be subject to a probationary period not to exceed 1040 straight-time hours worked in order to demonstrate an ability to perform the duties and responsibilities of the position. Should the employee's work performance at any time during the probationary period be unsatisfactory in the new position, the employee may be returned to a vacant position in his or her former classification. Notice and reasons therefore shall be submitted by the Employer or Designated Representative, with a copy to the Association. The matter may then become a proper subject of the Grievance Procedure in the event of disagreement by the employee.

**17.05 Voluntary Demotion**

- A. Full time regular employees may elect to voluntarily demote to a vacant position in their former classification, provided they are readily available and have the ability to do the job. Such demotion shall be in accordance with their seniority. Approval of such request shall not be withheld except for cause.
- B. Employees who voluntarily demote will not be eligible to be placed on a recall list for that classification from which they are demoted.

**17.06 Re-employment, Reinstatement or New hire.**

Vacant positions will be offered to employees who are re-employed, reinstated or newly rehired, in that order.

**ARTICLE 18 - CLASSIFICATION**

**18.01**

Classification and Specifications will be administered through the Department of Personnel/ Human Resources except that no position within the bargaining unit shall be reclassified or re-titled during the term of this Collective Bargaining Agreement without prior notification to the Association and the W.C.P.N.C. However, this shall not preclude members of the bargaining unit from exercising their rights for reclassification.

**18.02**

Appeals of reclassification matters shall be directed to the Reclassification Appeal Board. Decisions of the Reclassification Appeal Board shall be in writing and a copy sent to the Association. The Reclassification Appeal Board shall be selected to include an individual familiar with the work area reviewed, if possible. The decision of the Reclassification Appeal Board shall be final.

**ARTICLE 19 - LAYOFF, DISPLACEMENT AND RECALL**

**19.01 Layoff and Displacement Defined**

- A. Layoff shall be defined as separation from employment as the result of lack of work or lack of funds.
- B. Displacement shall be defined as the reassignment, transfer, or demotion of an employee because of: 1) the elimination of the employee's position due to

the discontinuance of an operation or lack of work and/or funds; or 2) the displacement of a more senior employee (see above) resulting in the displacement of a less senior employee.

#### **19.02 Notice of Layoff or Displacement**

Notice of layoff or displacement shall be issued at the direction of the Director of Personnel/Human Resources and notice shall be delivered to any affected employee no later than two (2) weeks before the effective date thereof and a copy of the notice shall be sent to the Association simultaneously.

In the event the Employer determines to layoff employees, said layoffs shall be in accordance with the operational and managerial needs of the Employer, subject to the Employer's obligation to meet and confer with the Association as to the effects said layoffs will have on the members of the bargaining unit.

#### **19.03 Order of Layoff or Displacement**

In the event of a layoff or displacement, temporary, seasonal, limited term, provisional, probationary (new hires), probationary promotional and part-time regular employees, in that order, in positions covered by the bargaining unit shall be laid off or displaced as necessary to avoid the layoff of full-time regular employees, provided that such full-time employees are qualified to do the work.

#### **19.04 Preservation of Employee Status**

In the event of the displacement of an employee, as defined in 19.01 above, the Employer shall apply, whenever possible, the principle of preservation of employee status by maintenance of shift, geographic location and base wages equal to or as close as possible to that received by the employee prior to displacement.

#### **19.05 Layoff Procedure**

If the Employer must eliminate positions for lack of work or lack of funds, employees will be laid off or displaced based upon their seniority order, from the lesser to greater seniority, in the following manner:

- A. Employees shall be laid off or displaced on a departmental basis as follows:
  1. Displacement to a vacant position in the same classification or a class on the same level for which the employee is qualified based on previous regular status in the class or meeting the qualifications listed on the most recent announcements for the class.
  2. Displacement to a vacant position in the same classification or a class on the same level for which the employee is qualified in which event

the least senior employee in that classification shall be displaced or laid off.

3. Displacement to a vacant position in the next lower class level for which the employee is qualified.
  4. Displacement to a position held by the least senior employee in the next lower level for which the employee is qualified in which event the least senior employee in that classification shall be displaced or laid off.
  5. Employees unable to be displaced within their department in accordance with the above provisions shall be displaced on a County-wide basis under Section 19.05 (B) below.
- B. Employees shall be displaced on a County-wide basis as follows:
1. Displacement to a vacant position for which the employee is qualified, in the same classification or a class on the same level.
  2. Displacement to the position held by the least senior employee in the same classification or an appropriate classification on the same level for which the employee is qualified in which event the least senior employee in that classification shall be displaced or laid off.
- C. As used above "department" shall mean the departments and "County-wide" shall mean all positions represented by the Association.

#### 19.06

- A. For purposes of layoff, displacement and recall, superseniority shall apply to Association officers and representatives only if they are involved in the grievance procedure.
- B. In the event that a dispute should arise as to the application of 19.06 (A) above, the dispute shall be a proper subject for a Special Conference.

#### 19.07 **Association Management Cooperation**

The Association shall assist Management in all matters pertaining to layoff and recall upon request.

#### 19.08 **Bidding for Shift and Job Location**

Within 60 days after the effective date of layoff and/or displacement as described herein, Department or Division Management will allow displaced employees within the Department to bid on their desired shift or job location insofar as their seniority

will allow regardless of the existence of vacancies. Any employees displaced by such bidding shall exercise their seniority rights in accordance with this section prior to the completion of the bidding process.

#### **19.09 Recall from Layoff or Displacement**

Recall shall be defined as the process by which employees who have been laid off or displaced are returned to employment, their former classification or a lower classification in their class series. Laid off or displaced employees shall on request have their names placed on the recall list for classes at the same or lower level requiring essentially the same or lesser qualifications or for other classes in which they previously held regular status.

The names of employees who have regular status in the classification for which they were laid off or displaced shall be placed on and certified from the recall list, in order of their seniority. An employee's name shall remain on the recall list for two (2) years or his or her length of seniority not to exceed five (5) years.

Notice of recall of employees who were laid off shall be sent to such employees at their last known address by certified mail. It shall be the responsibility of the employee to notify the Employer by certified mail of any change of address immediately after such change. Failure of an employee to report to work not later than ten (10) work days following receipt of delivery of such notice of recall shall be considered a quit. Exceptions for good cause may be made by Management for failure to report as notified.

If an employee declines an appointment from a recall list to a position under conditions which the employee had previously accepted prior to layoff or displacement, that employee's name shall be removed from the recall list.

### **ARTICLE 20 - WORKWEEK**

#### **20.01**

The standard workweek shall begin at 12:01 a.m. Monday and end 12:00 p.m. Sunday. The workweek of each employee shall consist of five (5) regularly scheduled, recurring eight (8) hour workdays during the standard workweek. The two (2) remaining days, which shall be consecutive, shall be designated as the sixth (6th) and seventh (7th) day of the employee's workweek and shall be known as "off days". The sixth (6th) and seventh (7th) days are considered to be consecutive if they are adjacent although in separate workweeks. The term "workweek" shall refer to either a five-day or seven-day operation.

#### **20.02**

A workweek shall not be changed for the purpose of avoiding payment of overtime;

provided, however, that a change in workweek to perform court duties or resulting from an employee's request to change days off, shifts, etc., shall not be construed as an attempt by management to avoid payment of overtime.

#### 20.03

Employees working designated relief positions, may have their previously scheduled days off changed to avoid the payment of overtime, in accordance with accepted standard practices within various seven-day operations; provided, however, that no designated relief employees shall have their previously scheduled hours changed more than one time in any workweek as defined in Section 20.01 above.

#### 20.04

The workweek shall include weekend work as determined by the Employer, however, the Employer agrees that every effort will be made to equally distribute said weekend work on a routine basis.

In seven-day operations, members of the bargaining unit shall be required to work no more than two (2) weekends during any four (4) week period.

#### 20.05

Except for part-time, temporary, or seasonal employees, no work week shall be less than 40 hours.

#### 20.06

Where in the opinion of the County an operation would better function on a non-standard work schedule, or at the request of the Association, the employer may establish such a schedule with reasonable notice to the Association. Compensation, days off, beginning and ending dates for the operation, and other such matters shall be agreed upon by both parties prior to the implementation of the new schedule.

### **ARTICLE 21 - WORK HOURS**

#### 21.01

The regular workday shall begin at 12:01 a.m. and extend to midnight. Premium pay for holidays, shifts, Saturday and Sunday work, shall be based upon the workday on which the greater number of hours is worked.

- A. The second shift shall be any full-time shift commencing between the hours of 11:00 a.m. and 6:59 p.m.
- B. The third shift shall be any full-time shift commencing between the hours of 7:00 p.m. and 4:00 a.m.

Employees covered by this Agreement shall be paid eight (8%) percent in addition to the basic hourly rate, for all work performed during a second shift; and eight (8%) percent, in addition to the basic hourly rate for all work performed during a third shift.

#### **21.03 Weekend Premium (Seven-Day Operations)**

Employees covered by this Agreement shall be paid five (5%) percent in addition to the basic hourly rate, for all work performed on a Saturday during their scheduled workweek; and five (5%) percent in addition to the basic hourly rate, for all work performed on a Sunday during their scheduled workweek.

#### **21.04 Lunch Periods**

All employees will work an eight and one-half (8 1/2) hour work shift inclusive of a one-half (1/2) hour paid and one-half (1/2) hour unpaid lunch period.

### **ARTICLE 22 - OVERTIME**

#### **22.01**

Time and one-half (150%) of the basic hourly rate will be paid to all employees not excluded from overtime compensation by the County Official Salary Schedule as follows:

- A. For all hours of work performed in excess of the regularly scheduled workshift provided, however, that part-time employees must perform eight hours of work in any one day in order to be compensated overtime.
- B. For all hours of work performed on the sixth (6th) day of the employee's workweek.

#### **22.02**

Double time (200%) of the basic hourly rate will be paid to all employees not excluded from overtime compensation by the County Official Salary Schedule as follows:

- A. For all hours of work performed on the seventh (7th) day of the employee's workweek.

#### 22.03

Overtime compensation shall be paid in cash at the end of the payroll period following the payroll period in which it was earned.

#### 22.04

An employee entitled to overtime pay under two (2) or more provisions of this Agreement shall receive only the greater of these benefits.

#### 22.05

Non-bargaining unit employees shall not perform bargaining unit work except in bona fide emergencies. Bargaining unit employees shall be called to perform such work whenever possible. However, bargaining unit members shall not be required to perform work not normally a part of their duties, except in bona fide emergencies.

#### 22.06

Members of the bargaining unit within a designated work area and competent to perform the work shall be the first employees in the area to be requested to work on a scheduled overtime basis if there is work in their classification to be performed.

Overtime shall be first offered to senior qualified bargaining unit members at the designated work area. Absent interested senior qualified members at the designated work area, senior qualified members outside the work area shall be offered such overtime assignment. "Qualified" shall be defined as a member having regular status in the classification who is not serving a probationary period. Probationary employees shall not be utilized for such overtime except in emergencies.

### **ARTICLE 23 - CALL TIME, STANDBY TIME AND CHARGE PAY**

#### 23.01 **Call Time**

Employees called to work on hours other than their scheduled hours of work shall be paid a minimum of four (4) hours compensated at one and one-half (1-1/2) times their regular hourly rate, providing the call time does not overlap their regular work shift. Call time shall not overlap other call time.



## 23.02

Any employee requested by the department head or designee to perform duties after hours off the job location shall be compensated at prevailing overtime rates, but not less than one hour's pay.

## 23.03

Employees required to perform standby service shall be paid at the rate of thirty-five percent (35%) of their hourly base rate for all hours of standby service

## 23.04 **Charge Pay**

Employees shall be paid a premium of seventy-five (.75) cents per hour for all hours they are assigned to be in charge.

In charge responsibilities shall first be offered to the most senior qualified Public Health Nurse 2 or Registered Nurse 2 normally assigned to the designated work site. Absent such interest, in charge responsibilities shall then be offered to the most senior qualified Public Health Nurse 2 or Registered Nurse 2.

## **ARTICLE 24 - TEMPORARY ASSIGNMENTS**

### 24.01

- A. No employee shall be assigned duties normally considered commensurate with a classification higher than that which the employee holds except in cases of a stated emergency or vacation replacements. Stated emergencies relative to temporary assignments shall mean that employees normally assigned in the classified positions to which the temporary assignment is made are temporarily unavailable, or that the position is now vacant and the department is in the process of filling the vacancy. Full-time employees in the work unit shall be given preference for such temporary assignment before part-time employees are considered.
- B. When an employee is temporarily assigned to a higher classification due to a stated emergency for a period of two (2) consecutive workdays, the employee shall be compensated upon the third (3rd) workday from the first hour on the temporary assignment.
- C. Employees temporarily assigned as vacation replacement shall be entitled to the additional compensation as of the sixth (6th) continuous workday of such assignment.
- D. When an employee is temporarily assigned to a higher classification due to a stated emergency or as a vacation replacement, the employee shall be

compensated at the rate established for the higher classification utilizing the promotional rule.

#### 24.02

Holidays recognized by this Labor Agreement will not constitute a break in (B) or (C) above.

#### 24.03

Temporary assignments shall not exceed six (6) months unless under one of the following:

- A. Positions filled are of cyclical nature.
- B. Position created by a work project (temporary assignment for the duration of the project).
- C. Position created by the leave of absence of an employee not to exceed the duration of the employee's eligibility for leave of absence or the employee's eligibility to return to his or her former position.

#### 24.04

Upon the assignment of an employee to a temporary position in a higher classification, the most senior qualified employee in the work unit shall be offered the temporary assignment. Department management will initially determine whether an employee is qualified for a temporary assignment. Requests for temporary assignments will be submitted to the Department of Personnel/Human Resources Examination Unit for approval and verification of compliance with this Agreement. No experience credits for temporary assignments will be given when scoring promotional examinations.

### **ARTICLE 25 - LEAVE WITHOUT PAY**

#### 25.01

An employee who has completed his or her probation period 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 service of the Employer;
- D. Because the employee is entering upon a course of training or study, in an approved educational institution, for the purpose of improving the quality of the employee's service to the County or for the purpose of qualifying for promotion;
- E. Because the employee is seeking political office;
- F. Because of extraordinary reasons, sufficient to warrant such leave of absence.

#### 25.02

An employee must exhaust all annual leave prior to the commencement of any leave without pay. If the leave is requested because of the physical or mental disability of the employee, all sick leave must be exhausted. If an employee requests a leave and elects to use sick leave for the care of the employee's spouse, son or daughter, or parent who has a serious health condition, all sick leave must be exhausted.

#### 25.03

A leave due to the physical or mental disability of any employee may not exceed a six-month period. An employee who has more than five (5) years of service (one year equals 2080 hours of regular paid time) may be granted additional extensions, not to exceed a total leave without pay of eighteen (18) months. All extensions are at the discretion of the Director of Personnel/Human Resources.

Leaves to care for family members shall normally not exceed 12 weeks, except that such leaves may be extended under Section 25.01 (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.

#### 25.04

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.

#### 25.05

Employees who are authorized to return to work from a leave without pay for physical or mental disability shall return to their former position if the leave without pay was for less than nine (9) months duration. If the leave without pay was for nine (9) months or more, employees shall return to their former classification and former rate of pay in any available vacancy. If no vacancy exists, they may displace employees with less seniority under the appropriate layoff provision of this Agreement.

An employee returning from any other leave under Section 25.01 (A) shall be returned to his or her former position or an equivalent position in his or her classification. An employee returning from any other leave of absence without pay shall be returned to his or her former classification in any available vacancy. If no vacancy exists, the name of the returning employee shall be placed on the re-employment list for the classification.

#### 25.06 Insurance Continuation

- A. Employees on leave in accord with Section 25.01 (A) who have less than four (4) years of service 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.

#### 25.07 **Military Leaves**

Military leaves shall be granted pursuant to the Civil Service Rules.

#### 25.08

Rule 13 of the Civil Service Rules shall continue to apply where not in conflict with this Article.

## **ARTICLE 26 - BEREAVEMENT LEAVE**

### **26.01**

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

### **26.02**

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 arrangements are to take place at a distance of over three hundred (300) miles from the City of Detroit. Such leave must be used in conjunction with the death and shall not be cumulative.

### **26.03**

The term "immediate family" as used in this section shall mean the employee's husband or wife, and the parents, grandparents, grandchildren, children, brothers, sisters, brothers-in-law, and sisters-in-law of the employee or spouse. "Immediate family" shall also include stepparents, great-grandparents, great-grandchildren, stepchildren, stepbrothers, stepsisters, half brothers and half sisters.

### **26.04**

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

### **26.05**

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 service, if any.

### **26.06**

In the event that a holiday as defined in Article 27 occurs during the bereavement leave, the employee shall receive his or her regular pay for the holiday. In the event that bereavement leave occurs during the period when the employee is on annual leave or sick leave, such leave shall be credited to the appropriate leave bank.

26.07

Employees on leave of absence without pay as defined in Article 25 shall not be eligible to receive bereavement leave.

## **ARTICLE 27 - HOLIDAYS**

27.01

All full-time employees shall be granted time off with pay for the following holidays:

- New Year's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- State and National General Election Days
- 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. Under normal circumstances, if an employee's birthday falls on the employee's sixth (6<sup>th</sup>) workday, the employee will receive the preceding day off. If the employee's birthday falls on the employee's seventh (7<sup>th</sup>) workday, the employee shall receive the following day off. 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.

27.02

On or before January 15th of each year, the C.E.O. or his designee shall publish the date that each holiday will be celebrated, including the three (3) swing holidays which will be utilized between Christmas and New Year's Eve.

27.03

Any employee who has an unapproved absence on the first workday following the holiday shall forfeit said holiday.

#### 27.04

Temporary and seasonal employees with less than six months of continuous service who are not scheduled to work on a holiday shall receive no compensation for such holiday. Such employees who work a holiday shall be compensated only at straight-time rates for time actually worked.

#### 27.05

Part-time employees who are not scheduled to work on a holiday shall not receive compensation for holiday nor be allowed any additional time off in lieu thereof. Part-time employees who are scheduled to work on a holiday shall be granted time off with pay for said holiday.

#### 27.06

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

#### 27.07

Full-time employees required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid at the rate of two hundred percent (200%) for all hours worked in addition to their regular pay for the holiday. Holiday premium pay as provided by this section shall be paid for work on the day designated by the calendar as the holiday for seven-day operations.

Full-time employees required to work on any holiday other than those enumerated in Section 27.07 above shall be paid in cash at the rate of one hundred fifty percent (150%) for all hours worked in addition to their regular pay for the holiday.

#### 27.08

Employees who work on an afternoon or night shift on a holiday shall be entitled to shift differential pay for actual hours worked in accordance with Section 21.01.

#### 27.09

For the purpose of this Article, except as provided in Section 27.01 above whenever one of the designated holidays falls on a Saturday, the preceding Friday shall be designated as the official holiday, and whenever one of the designated holidays falls on a Sunday, the following Monday shall be designated as the official holiday. Should two consecutive holidays occur on a Friday and Saturday, or on a

Sunday and Monday, Friday and Monday, respectively, shall be designated as the official holidays.

**ARTICLE 28 - INSURANCE PROGRAM**

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.

**28.01 Medical Insurance**

- A. During each open enrollment, 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*. (Table E).
  
- C. Active Employees will be required to contribute toward the cost of healthcare as an hourly rate for the 2006-07 and 2007-08 plan (fiscal years) based on the following schedule:

HOURLY CONTRIBUTION BASED ON 2080 ANNUAL HOURS	Pre-Tax HOURLY CONTRIBUTION	ESTIMATED AFTER-TAX HOURLY CONTRIBUTION
<b>PPO or HMO Rates (without Rx)</b>	\$ 0.45	\$ 0.32
<b>Traditional Rates (without Rx)</b>	\$ 1.34	\$ 0.94
<b>Prescription Drug Rates</b>	\$ 0.10	\$ 0.07

- D. Hourly contributions for each plan year, after the 2007 – 2008 plan year, will increase or decrease at the same rate at which reported monthly illustrative rates or premiums increase or decrease, not to exceed ten percent (10%) over the previous 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 healthcare 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.
1. 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.
  2. Retirees enrolling in either the PPO or the HMO plan option shall contribute ten percent (10%) of the standard 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.
  3. Retirees with gross income of \$31,000 or less for the previous year will contribute seven and one-half percent (7.5%) of the County's illustrative rate or fifty percent (50%) of the estimated pre-tax hourly contribution rate in the above table, whichever is less.
  4. Retirees' 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.
  5. 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 health care 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 who are not full-time enrolled 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.
- I. All employees who are newly hired, rehired, re-employed or reinstated must 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.
- J. In the event Federal legislation which provides health care 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.

#### **28.02 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*.

#### **28.03 Coordination Of Benefits**

The Employer will continue to coordinate medical and dental 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.

#### **28.04 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 \$175.00 maximum benefit level for each active employee and family member covered under an available healthcare plan. Benefits will be restored every two (2) years on October 1 of each odd numbered year.

Once participation in this program is elected, the enrollment shall be maintained for a minimum of two (2) years. After the two (2) year period, the employee may elect another vision/optical program.

## 28.05 **Vision Benefits Option**

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 in Table F.

Once participation in this program is elected, the enrollment shall be maintained for a minimum of two (2) years. After the two (2) year period, the employee may elect another vision/optical program.

## 28.06 **Dental Insurance**

The Employer will provide a dental plan, including a DMO dental plan option provided by Golden Dental, 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*. (Table G - Traditional Indemnity Plan Option and Table H - DMO Dental Plan Option).

## 28.07 **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.

## 28.08 **Life Insurance**

The Employer shall pay the full premium for \$25,000 of group life insurance 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 the bargaining unit on or after the effective date of this contract.

## 28.09 **Definition of Full-time Employees**

Full-time employees for purposes of this article, shall mean an employee who is

hired to perform at least thirty-two (32) hours of work per week.

#### **28.10 Workers' Compensation**

Workers' Compensation benefits shall be paid in accordance with the qualification period established by state law as set forth in the Michigan Workers' Disability Compensation Act ("WDCA"). 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.

#### **28.11**

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.

#### **28.12**

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 & Economic Growth - Workers' Compensation Agency.

#### **28.13**

Employees on workers' compensation shall receive medical, optical, life, and dental insurance benefits pursuant to this collective bargaining agreement for no more than eighteen (18) months of continuous disability.

#### **28.14**

Employees receiving workers' compensation for up to eighteen (18) months shall earn annual leave at 50% and sick leave at 75%.

#### **28.15**

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

## 28.16

If an employee receives an economic benefit from the Employer's automobile insurance carrier as a result of the employee being injured during the course of his or her employment, said payment shall offset the employee's statutory workers' compensation benefits on a dollar-for-dollar basis.

The combined statutory workers' compensation benefit and the economic benefits from the Employer's automobile insurance carrier shall equal one hundred percent (100%) of the employee's net pay and no more.

## 28.17

Where an employee is found to be ineligible for or overpaid workers' compensation benefits, the Employer may recover those benefits through payroll deduction upon the employee's return to work or by offsetting any other pay or benefits in equal amount.

## 28.18 **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 the regular base wage rate up to a maximum of \$2,200 per month. Employees covered by the Long Term Disability Income Benefit Plan who are also in the Cash Plan Sick Leave Program qualify for benefits after thirty (30) calendar days of a non-work related illness or disability, or the use of all sick time, vacation and holiday time, whichever occurs last. Once approved for long-term disability benefits, an employee may elect to utilize accumulated annual leave or personal business leave. The employee shall receive benefits under the terms and conditions of the *County of Wayne, Michigan, Long Term Disability Income Benefit Plan* as may be amended. All others qualify for benefits after 60 calendar days of illness or disability or the use of all sick leave, annual leave and holiday time, whichever occurs last.

## 28.19

If an employee is disabled and the disability / injury is non-work related, then the employee is qualified to collect long-term disability benefits, provided the employee has filed his or her claim for long-term disability benefits in accordance with the terms of the *Long-Term Disability Income Benefit Plan* and the employee can establish a medical disability as defined by the *Long-Term Disability Income Benefit Plan*.

If an employee is disabled and the disability / injury is determined to be work related, then the employee may be qualified to collect workers' compensation benefits provided the employee has filed his or her claim in accordance with the terms of the Michigan Workers' Disability Compensation Act and is eligible to receive benefits in accordance with the Michigan Workers' Compensation laws.

If an employee is disabled and the causation of the disability / injury is in dispute or is undermined, the employee may pursue both a workers' compensation claim in accordance with the terms of the Workers' Disability compensation Act and the Michigan workers' compensation laws and a claim for long term disability benefits in accordance with the terms of the County's *Long Term Disability Income Benefit Plan*. A claim made for long term disability benefits in accordance with the terms of the *Long Term Disability Income Benefit Plan* in a case where causation is undetermined or in dispute will not be denied solely on the basis that the employee has filed a claim for workers' compensation benefits for the same disability or injury. The employee may receive long-term disability benefits if he or she can establish disability in accordance with the terms of the County's *Long Term Disability Income Benefit Plan*, pending the outcome of a workers' compensation adjudication or settlement.

#### 28.20

Payment of worker's compensation benefits precludes payment of long-term disability. If long-term disability payments have been made subsequent to favorable adjudication or settlement of the employee's workers compensation claim, the County shall deduct the dollar amount received, by the employee in long-term disability benefits, on a dollar for dollar basis, against the statutory workers' compensation benefits payment to the employee. Employees receiving long-term disability must cooperate in efforts to receive treatment and / or rehabilitation for continued benefits under the plan. Failure to comply may result in termination of benefits.

#### 28.21

Medical, optical, life and dental insurance benefits will continue while on long term disability for up to eighteen (18) months or less of continuous disability.

#### 28.22

The Long-Term Disability Income Program will be totally funded by the County.

#### 28.23

An employee must apply for benefits within fourteen (14) days of the disabling event or as soon as reasonably possible thereafter. Failure to make application for benefits as prescribed above may be cause for limitation or denial of benefit payment.

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

## 28.24 Other Insurance

Employees may purchase additional long or short-term disability insurance separate from long-term disability benefits provided by the County. The employee's additional disability insurance benefits shall not be coordinated with benefits from the County's plan, provided the employee does not receive in excess of one hundred percent (100%) of his or her base wages. The additional disability insurance policy will only supplement the employee's income above the maximum benefit level provided under the County's plan, but will not exceed one hundred percent (100%) of his or her base wages.

## **ARTICLE 29 - VACATION LEAVE**

### 29.01

All full-time employees shall be entitled to Vacation Leave with pay computed at straight time rates, in accordance with the provisions of this article.

### 29.02

Employees shall not be entitled to use Vacation Leave until the completion of one year after their date of hire, except in cases of injury incurred in the line of duty or under emergency situations as shall be determined by the Employer.

### 29.03

The number of vacation leave days to be granted shall be determined by the employee's total length of continuous service with the County. 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.

### 29.04

In the event an employee is reinstated from Duty Disability Retirement, he or she 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.

### 29.05

Vacation leave shall be earned as follows:

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

No employee shall earn a vacation leave in any pay period in which he or she has less than sixty-six (66) hours of straight time paid service.

\* Earned hours will be appropriately credited in 24 of the 26 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 or earn more than the equivalent of two (2) pay periods worth of eligible vacation leave hours in any one (1) month.

#### 29.06

All part-time employees shall be entitled to vacation leave with pay on the same basis as provided in this article in proportion to time actually worked.

#### 29.07

Vacation leave shall not be taken until it has been earned.

#### 29.08

Final decision as to whether or when an employee may take vacation leave shall rest with the Employer, but no employee shall be required to work more than one (1) calendar year without a vacation leave.

#### 29.09

No employee shall be permitted to accumulate vacation leave beyond that which he or she could earn in two (2) years time. Upon reaching the maximum allowable accumulation, an employee shall thereafter earn no additional vacation leave credits until his or her bank has been reduced below the maximum.

- A. The above provision is modified to the extent that no employee separating from the service can be paid for any vacation leave banked time above a one-year accumulation as of January 1 of the year of separation plus whatever monthly earnings for which the employee is eligible between the preceding January 1 and the date of separation.



- B. The above provision is also modified in that, an employee shall be able to accumulate vacation leave above the maximum hours only if a pre-approved vacation was canceled due to the operational needs of the Employer.
- C. Association unit members will annually be given a written audit of their vacation leave banks. Further, employees will be notified one (1) month prior to reaching the maximum allowable accumulation. Written audits and notification will be discontinued upon implementation of the new County payroll system including the leave bank audit feature.

#### **29.10 Scheduling of Vacation**

Employees shall inform their department head or designated departmental representative in writing by May 1st of each year of their desire for vacation leave. In the event there is conflict in scheduling vacation leave, seniority shall prevail. Employees who fail to give the department head proper notice before May 1st of each year shall forfeit the seniority preference. The vacation schedule shall be confirmed in writing not later than June 1st of each year. Bargaining unit seniority shall prevail.

#### **29.11**

Employees who attempt to schedule less than full-week vacations on a continuing basis during prime vacation time shall not be allowed to exercise their seniority preference when there is a scheduling conflict.

#### **29.12**

Holidays falling within the period of a vacation leave shall not be counted as workdays.

#### **29.13**

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.

#### **29.14**

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 employees to receive one hundred percent (100%) of their regular take home wage.

## **ARTICLE 30 - SICK LEAVE**

### **30.01**

Every full time employee shall be entitled to utilize sick leave after six (6) months of continuous service based upon the limits spelled out below. Full time employees shall be entitled to accumulate sick leave credits equal to four (4) hours, computed at straight time, for each pay period in which the employee has at least sixty-six (66) hours of straight-time paid service.

Earned hours will be appropriately credited in 24 of the 26 pay periods occurring annually and will be reflected accordingly on the first two payroll checks of each month. In no event will an employee be credited with sick leave on the third payroll check of any month or earn more than the equivalent of two pay periods worth of eligible sick leave hours in any one month.

### **30.02        Primary Bank**

All employees who have a primary sick leave bank, as established in a previous agreement, can use the primary bank as sick leave only upon exhaustion of the secondary bank. When used as sick leave, each hour is paid at the employee's then current salary rate.

### **30.03**

All employees who elected to freeze all or part of their primary banks can upon retirement or other termination, cash out the primary bank subject to the following conditions:

- A.     The value of the time shall be frozen at its December 1, 1983 dollar amount.
- B.     For retirement, the amount paid shall equal 75% of the December 1, 1983 dollar amount which may be credited toward an employee's final average compensation.
- C.     For termination, the amount paid shall equal 50% of the December 1, 1983 dollar amount which may be credited toward an employee's final average compensation; and,
- D.     Upon death, the amount paid shall equal 100% of the December 1, 1983 dollar amount which may be credited toward final average compensation for the calculation of survivors benefits, if any.

### **30.04**

All or part of the primary bank may be cashed out subject to the following

limitations:

- A. A maximum of \$7,500 per year may be withdrawn;
- B. The value of the time withdrawn shall be frozen at its December 1, 1983 dollar amount;
- C. It shall be paid at 80% of its frozen dollar value. Payment may be in cash or in the form of deferred compensation;
- D. No portion of the cash payment shall be counted toward final average compensation; and
- E. Payments shall be available for one (1) thirty (30) day period annually, beginning March 1, 1992 and every March 1st thereafter for the term of this Agreement.

### 30.05

No additional time shall be credited to the primary bank. Once primary bank time is used, it shall not be replaced.

### 30.06        **Secondary Bank**

All sick time earned in accordance with Section 30.01 shall be deposited in a secondary bank. However, no more than 72 days may be accumulated in the secondary bank. Time in the secondary bank must be used before primary bank time may be used.

Upon retirement, death, or termination, secondary bank time shall be paid out subject to the following limits:

- A. 50% of value upon termination;
- B. 75% of value upon retirement; and
- C. 100% of value upon death,

however, none of the pay out may be included in average final compensation.

### 30.07

An employee may utilize sick leave allowance for absences:

- A. Due to personal illness or physical incapacity.

- B. Due to exposure to contagious disease in which the health of others would be endangered by his or her attendance on duty.
- C. Due to the illness of a member of the immediate family who requires his or her personal care and attention, not exceeding five (5) sick leave days in any one year. The term "immediate family" as used in this section shall mean parents, grandparents, children, brothers, or sisters of the employee or of the employee's husband or wife. It shall also include any member of the employee's household.
- D. To report to the Veterans Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
- E. For routine medical or dental appointments, upon prior approval.

### 30.08

An employee absent for one of the reasons mentioned above shall inform the designated management representative as soon as possible, and failure to do so within a reasonable time may be the cause for denial of sick leave with pay for the period of absence.

### 30.09

The employee may be required by the designated management representative, within reason, to produce evidence in the form of valid medical documentation of the reason for the absence during the time for which sick leave is requested. A department head may grant sick leave to an employee for periods of illness not exceeding 30 calendar days. All requests for sick leave for more than 30 calendar days duration shall be submitted to the Employer or designee for prior approval and shall be accompanied by a physician's certificate supporting said request. The Employer or designee may require further medical reports from time to time on all sick leave in excess of 30 calendar days.

### 30.10

All accumulated and unused sick leave shall be credited to any employee recalled from a layoff, transferred or certified to another department without break in service.

### 30.11

An employee may not utilize accumulated sick leave reserve for absences resulting from an injury arising out of and in the course of employment with an employer other than the County.

### 30.12

An employee who has been employed continuously during any one year and who has not taken more than five (5) days of sick leave in any one year shall be granted an additional three (3) days of annual leave in accordance with the following provisions:

- A. Such additional three (3) days of annual leave may be accumulated not to exceed six (6) days.
- B. Except as otherwise provided for in this Agreement, an employee who has not had more than a total of ten (10) days of leave without pay or time off without pay during any one year shall be deemed to have been employed continuously for the entire year.
- C. All employees shall have their three (3) days vacation bonus for non-use of sick leave credited on April 1st of each year. For new hires and employees converted to April 1 credit date the number of days shall be prorated on April 1st.
- D. Sick leave to supplement workers' compensation benefits shall be included in the five (5) days of sick leave usage when determining an employee's eligibility for bonus annual leave.

### 30.13

Holidays falling within a period of sick leave shall not be counted as workdays. Sick leave taken shall be charged at the same rate at which it is earned; i.e., one workday equals eight (8) hours.

### 30.14

Except as otherwise provided for in this Agreement, sick leave shall not accrue during a leave of absence without pay.

### 30.15

Employees returning to the service from a military leave shall be granted one day of sick leave for each month spent in military service, not to exceed the number of days the employee would have accumulated had the employee not been on military leave.

### 30.16

An employee who is seriously ill while on annual leave may have the duration of such illness charged against sick leave rather than annual leave, provided that

proof of such illness in the form of a physician's certificate shall be submitted by the employee to the department head or designated departmental representative.

### 30.17

Except in cases of injury or illness incurred in the line of duty, employees shall not be entitled to use sick leave until the completion of six (6) calendar months of continuous full or part time service following the date of appointment. For the purposes of this subsection, if 1040 regular work hours are completed prior to six (6) calendar months, then such hours shall be construed to be the equivalent of six (6) calendar months.

### 30.18

Except as provided in Section 30.20 of this article, and except for employees with less than two (2) years of continuous service, upon separation from the service, employees shall be paid for all unused accumulated sick leave in accordance with Sections 30.02 through 30.06.

### 30.19

Continuous service shall mean employment without interruption or break.

### 30.20 **Personal Business Leave**

All full-time employees who have completed one year of service and have accumulated sick leave in accordance with this article shall be entitled to utilize such sick leave for personal business leave not to exceed four (4) days in any one calendar year.

### 30.21

Personal business leave days shall be used at the employee's discretion to the following extent:

- A. Except for stated emergencies, only upon reasonable notice to and with the approval of the department head or the designated departmental representative.
- B. Request for personal business leave shall not be unreasonably withheld by the Department.

### 30.22

Personal business leave days shall not be used as an adjunct to vacation time.

30.23

Personal business leave may be requested by an employee in one (1) hour increments.

30.24

Personal business leave days granted by the Department shall not be counted against the three (3) day vacation bonus for non-use of sick leave as provided in Section 30.12 of this Article.

30.25           **CASH PLAN SICK LEAVE PROGRAM**

- A.     The Cash Plan Sick Leave Program went into effect on January 1, 1998.
- B.     Employees who were members of the bargaining unit prior to January 1, 1998, have the option of remaining under the sick leave plan provided in Section 30.01 or electing to participate in the Cash Plan provided in this section. Members of the bargaining unit who elect to participate in the Cash Plan must give notice on the form provided by the County during the month of November. Employees in the Cash Plan may not return to the plan provided for in Section 30.01.
- C.     Employees entering the bargaining unit on or after January 1, 1998 shall not have an option but shall be automatically covered by the Cash Plan.
- D.     On or about January 1, 1998, and each year thereafter, all permanent full-time employees covered by the Cash Plan will be credited with twelve (12) days of sick leave. Permanent part-time employees will be credited with six (6) days of sick leave. Employees shall also be credited on or about that date with any bonus annual leave earned during the preceding calendar year. The balance cannot be carried forward to subsequent years. However, new employees required to participate in the Cash Plan shall be allowed to accumulate up to thirty (30) days which may be used solely to satisfy the elimination period to receive benefits under the long-term disability income benefit plan. Sick leave accumulated for this purpose will have no cash value.
- E.     Permanent full-time employees entering the bargaining unit after January 1, 1998 will receive a pro-rated credit for sick leave equal to eight (8) hours for each full month of the calendar year remaining. New permanent part-time employees will receive four (4) hours for each full month of the calendar year remaining.
- F.     The first six (6) days [the first three (3) days for part-time employees or fifty percent (50%) of total prorated days for new employees] of unused sick leave days will be paid by April 1 of the next calendar year at a rate of seventy-five percent (75%) of the then current value of such sick leave.

Such payments shall be included in average final compensation for pension purposes.

- G. Employees separating during the calendar year shall be paid on a pro-rated basis for unused sick leave on the same basis as indicated above.
- H. All sick leave earned under prior sick leave plans shall be frozen and may be used in accord with those plans.

## **ARTICLE 31 - RETIREMENT**

### **31.01 General Provisions**

- A. The detailed provisions of the Wayne County Employee's Retirement System shall control except where changed or amended below.
- B. Each employee shall participate in a retirement savings plan offered by the County.
- C. Employees hired December 1, 1990 through September 30, 2001, shall be eligible to participate in Defined Contribution Plan No. 4 or the Hybrid Retirement Plan No. 5 (Hybrid Retirement Plan).
- D. The Hybrid Retirement Plan is mandatory for all employees hired, re-employed, reinstated or rehired on or after October 1, 2001.
- E. Employees participating in County sponsored retirement plans must meet all age and service requirements to be eligible for post-retirement insurance and healthcare benefits.
- F. Employees hired, rehired, re-employed and reinstated on or after June 5, 2009 will not receive or be eligible for Employer-sponsored insurance or healthcare benefits upon retirement. They will be eligible to participate in an Employee Health Care Benefit Trust (Health Care Benefit Trust) in accordance with Section 31.09 and the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*, effective December 1, 2006.
  - 1. This language does not apply to terminated employees reinstated through arbitration who are otherwise eligible for post-retirement healthcare before termination.
  - 2. Employees participating in the Health Care Benefit Trust who retire may elect to purchase post-retirement healthcare insurance from the County at full rate cost or purchase the insurance from an insurance provider
- 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. Average final compensation shall be equal to 1/60 of the aggregate amount of compensation paid during the five (5) years of credited service in which the aggregate amount of compensation is greatest.
- I. Employees who on or after December 1, 1990, elect to receive a deferred retirement option upon separation from County service, shall not be eligible to receive insurance or health benefits upon satisfying normal age and service requirements for a deferred retirement pension.
- J. Effective on the date the County Executive executes this agreement, and ending on the 60<sup>th</sup> day after he signs, employees of record with the County of Wayne in the bargaining unit as of December 1, 2008 who are in Retirement Plans 1, 5 or 6 may purchase up to two (2) years of credited service toward retirement eligibility at full actuarial cost not to exceed \$30,000.
- K. Unless otherwise specified, the terms and conditions of each retirement plan, as indicated in the following provisions, are effective for members of the bargaining unit beginning the date the County Executive executes this agreement.
- L. Part-time employees shall be excluded from the Retirement System.

**31.02 Defined Benefit Plan No. 1**

- A. Members of Defined Benefit Plan No. 1 shall continue to make contributions to the system in accordance with the following schedule:

<u>Years of Credited Service.</u>	<u>Percentage of Total compensation</u>
0 - 8	6.58%
9 - 12	4.58%
13 - 16	3.58%
17 - Plus	2.58%

- B. Normal retirement shall mean 25 years of credited service at age 50 or five (5) years of credited service at age 60.
- C. Employees in Defined Benefit Plan No.1 who are eligible for normal retirement may retire with a pension benefit formula of 2.65% of average final compensation (AFC) multiplied by all years of credited service.
- D. Average final compensation for Defined Benefit Plan No.1 is equal to the average of the four 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 used.
- E. The maximum retirement benefit shall not exceed 75% of average final compensation regardless of the formula used and regardless of the source of

funding. This provision shall not apply to those employees with 30 or more years of credited service on or before November 30, 1995.

**31.03 Defined Contribution Plan No. 4**

- A. All employees who elect the Defined Contribution Plan No. 4 shall contribute not less than one percent (1%) nor more than two and one-half percent (2.5%) of gross wages to the plan. Effective on the date the County Executive executes this agreement, employees with twenty (20) or more years of service may contribute up to three percent (3%) of gross wages to the plan.

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 annually, and must otherwise conform to Internal Revenue Service Rules and Regulations.

- B. The Employer shall contribute \$4.00 for each \$1.00 the employee contributes. Effective December 1, 1995, the County shall contribute \$5.00 for each \$1.00 the employee contributes after 20 years of service.
- C. Vesting in the Defined Contribution Plan shall occur as follows:
1. An employee with less than three (3) years of total County credited service who voluntarily terminates employment shall be permitted to withdraw only the employee's contribution plus earnings on those contributions, if any.
  2. After three (3) years of total County credited service or upon involuntary termination of employment other than for cause, the employee shall be permitted to withdraw both the employee and Employer contributions, plus earnings, if any.
- D. "Retirement" for employees who have elected the Defined Contribution Plan shall mean leaving County service at age 55 with 25 years of credited service; at age 60 with 15 years of credited service; or at age 65 with 8 years of credited service.
- E. Employees who "retire" under the Defined Contribution Plan must meet all age and service requirements to be eligible for insurance and health care benefits.
- F. Once an employee has opted for the Defined Contribution Plan No. 4, that employee may not opt for a Defined Benefit Plan.
- G. In accord with Section 31.06 A. 2, employees in the Defined Contribution Plan No. 4 may elect to transfer to the Hybrid Retirement Plan.

- H. Once an employee has elected to withdraw from the Defined Contribution Plan No. 4, that employee may not return.
- I. Effective June 5, 2009, eligible employees may receive a duty disability benefit.
  - 1. The duty disability benefit will be in the form of an annuity purchased from available, vested Plan 4 contributions equal to seventy five percent (75%) of the employee's average annual compensation as otherwise provided in Defined Benefit Plan No. 1.
  - 2. The employee will be required to surrender all funds in the plan, including both employee and vested Employer contributions. Loan payments, for employees with outstanding loan balances, will continue as scheduled through equivalent withholding from the employee's monthly disability retirement benefit, or alternate method the Employer proposes, until the loan is repaid in full.
  - 3. The employee dies before the loan is fully paid, the employee's estate shall be responsible for any outstanding amount.

#### 31.04 **Hybrid Retirement Plan**

##### 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 November 8, 2001.
- 2. Employees hired, re-employed, re-instated or rehired before November 8, 2001, may elect to transfer from their current retirement plan to the Hybrid Retirement Plan during a one-time sixty (60) calendar day transfer period beginning on the date the County Executive executes this agreement.
- 3. Employees electing to transfer into the Hybrid Retirement Plan must fully purchase their entire credited service into the plan within the sixty (60) calendar day transfer period or they will forfeit eligibility for transfer into the plan.
- 4. For eligible employees who elect to transfer into the Hybrid Retirement Plan, 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 prior collective bargaining agreement, using the average final compensation multiplier of 2.0% outlined in section 31.04(B)(2) below.
- 5. Transferring employees shall be responsible for the full actuarial cost of purchasing credited service.

6. Once an employee elects to transfer to the new Hybrid Retirement Plan that employee may not return to his or her prior retirement plan or transfer to any other plan.

**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 service without an age requirement. For employees hired before June 5, 2009, normal retirement shall also include fifteen (15) years of credited service at age sixty (60). An employee in the Hybrid Retirement Plan hired before June 5, 2009 who retires with thirty (30) years of service will receive medical benefits as otherwise provided under the terms of this Agreement.
2. Effective June 5, 2009, the amount of retirement compensation shall equal two percent (2.0%) per year times average final compensation for all years of credited service.
3. Employees in the Hybrid Retirement Plan hired before the date of execution of this agreement by the County Executive must continue to contribute one percent of compensation to the Retirement System. Employees hired on or after the date of execution of this agreement by the County Executive shall contribute five percent (5%) of compensation to the Retirement System.
4. 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 does not include payouts of excess sick or annual leave.
5. 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).
6. Eligible employees shall receive a duty disability retirement benefit.
  - a. 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).
  - b. The total Hybrid Retirement Plan duty disability benefit, including that received under Section 31.04 (C)(4), shall not exceed seventy-five (75%) of the employee's average compensation as otherwise provided in Defined Benefit Plan No. 1.

- c. 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 the employee earned 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, hired before the date of execution of this agreement by the County Executive shall contribute two percent (2%) of base compensation to the plan. Employees hired on or after the date of execution of this agreement by the County Executive may contribute to the plan at his or her option in accordance with all Internal Revenue Service (IRS) rules and regulations. However, there will be no Employer contribution. An employee shall be immediately vested in one hundred percent (100%) of his or her contributions.
2. For employees hired before the date of execution of this agreement by the County Executive, the Employer shall contribute (2%) of the employee's base compensation. There will be no Employer contribution for employees hired on or after the date of execution of this agreement by the County Executive.

An eligible 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 June 5, 2009, 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 31.04 (B)(6) above, shall not exceed seventy-five percent (75%) of the employee's average compensation as otherwise provided in Defined Benefit Plan No.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 or by an alternate method the Employer develops. If the employee dies before full repayment, the employee's estate shall be responsible for any outstanding amount.

### 31.05 Purchase of Military Service

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 of purchased credited service needed for one (1) year of credited service. The Retirement Commission shall establish rules for implementation of this section.

The Director of Personnel/Human Resources shall have the authority to file a written application for disability retirement on behalf of any employee permanently or indefinitely disabled.

31.06 Post-Retirement Health Care Benefit Trust

A. Employee Health Care Benefit Trust

1. Except as provided below, employees hired on or after June 5, 2009, shall not receive or be eligible for Employer-sponsored insurance or health care benefits upon retirement.
2. Employees hired on or after June 5, 2009 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 June 5, 2009 may elect to permanently relinquish their current or future eligibility to receive post-retirement insurance and health care benefits from the County.
2. Employees electing to permanently waive post-retirement health care benefits under this Article may elect to participate in the Employee Health Care Benefit Trust as described in Section 31.06(A).

**ARTICLE 32 - UNEMPLOYMENT INSURANCE**

32.01

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.

## **ARTICLE 33 - ASSOCIATION BULLETIN BOARDS**

### **33.01**

The Employer agrees to furnish the Association adequate bulletin boards at such locations as shall be agreed between the Association and the department heads. The boards shall be used only for the following notices: Association Meetings, Association Elections, Reports of the Union, Recreational and Social Affairs of the Unions. Notices and announcements shall not contain anything of a political or partisan nature.

It is understood that the above-mentioned bulletin boards are to be shared in common with such other Associations as may be granted the same availability by contract.

## **ARTICLE 34 - MILEAGE ALLOWANCE**

### **34.01 Private Car Mileage Reimbursement**

Effective on the date the County Executive executes this agreement, employees required to use their private vehicles in the performance of assigned duties shall be reimbursed for actual trip mileage incurred each month at a rate of:

First 300 miles	48 cents a mile
Next 300 miles	46 cents a mile
Over 600 miles	44 cents a mile

### **34.02 Definition of Reimbursable and Non Reimbursable Mileage**

- A. Trips from home to the employee's official work location and back home shall not constitute reimbursable mileage.
- B. Trips from the employee's official work location (or designated starting point if he or she has no official work location) to a job, from job to job, and if directed back to his or her official work location or designated starting point, shall constitute reimbursable mileage.
- C. Employees who report to a field assignment and not to their official work location, will be reimbursed for home to field.
- D. Employees who report to their official work location and then travel to a field location for the remainder of the day and then go home, shall be reimbursed.



34.03

The Employer shall direct field work in such a manner that employees shall not be unreasonably required to have their personal automobile 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.

34.04

Employees shall be required to submit a filled-in Daily Trip Sheet furnished by the Employer at the end of each month. The Employer shall try to pay each monthly mileage allowance no later than the twelfth working day of the month after it is incurred. Employees shall be required to maintain no-fault automobile liability insurance.

**ARTICLE 35 - ECONOMIC IMPROVEMENTS**

35.01

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

35.02

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

35.03

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

35.04

There will be no annual service adjustments.

35.05

Any nurse while working in a jail or in the Juvenile Detention Facility will receive a premium of \$3,000.00 per year (prorated over the year). This premium is allowed as long as the nurse is assigned to the jail or Juvenile Detention Facility and will cease immediately upon leaving such assignment.

Effective retroactive to April 1, 2008, the incentive premium full-time registered nurses receive for working in a jail or the Juvenile Detention Facility will be prorated over the year as follows:

- A. Registered nurse 1 - no change - the amount remains at \$3,000
- B. Registered nurse 2 - \$500 increase - the amount becomes \$3,500

35.06

Shift and weekend premiums shall be paid in accord with Sections 21.02 and 21.03.

### **ARTICLE 36 - SEVERABILITY CLAUSE**

36.01

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

### **ARTICLE 37 - TUITION REIMBURSEMENT**

#### **37.01 Eligibility**

Tuition reimbursement shall be limited to full-time employees whose programs meet the following requirements:

- A. Courses are determined by the Employer to be job-related and acceptable for the occupation in which the employee is presently working or for a classification in the County of Wayne for which he or she is reasonably preparing to qualify.
- B. Courses are conducted by an accredited educational institution.
- C. Correspondence courses may be eligible for reimbursement.
- D. Courses are for continuing educational units (CEU's) that are required to maintain a nursing license.

#### **37.02 Amount of Reimbursement**

The refund will be one hundred percent (100%) of actual tuition but not more than \$1500.00 per fiscal year, per employee. Refund payments will not include the cost of books, supplies, equipment or application fees. More than two (2) college courses per term will be approved in advance only under circumstances acceptable to the Employer.

### **37.03 Eligibility - Professional Seminars and Conferences**

Tuition reimbursement shall be limited to full-time employees whose programs meet the following requirements:

- A. An employee must complete an application form provided by the Employer and submit it for department head approval. The application must indicate the specifics of the seminar or conference, including cost, dates, location, who is attending, and relationship to the employee's present job. The employee must attach seminar or conference documentation to the application.

These seminars or conferences must be designed to contribute to one's professional competence in performing his or her current job, or in preparing one to advance towards a County career objective.

- B. Approval, processing, and reimbursement will be determined the same as tuition procedures for regular classroom courses.
- C. No payment will be made for books and supplies, meals, traveling cost, hotels, etc. This program covers seminar or conference registration fees only, except where other refunds are authorized by clear contractual language.

### **37.04 Application Process**

The application process shall be as follows:

- A. An employee must complete an application form provided by the Employer and submit it for Departmental 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 course, seminar or conference. Late applications will be handled on a case-by-case basis for approval.
- C. Employees must provide an approved Plan of Work from their educational institution, if enrolled in a degree program. If the institution does not utilize a Plan of Work, a substitute form provided by the Employer may be utilized.
- D. 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 course, seminar or conference.

### **37.05 Reimbursement Process**

Reimbursement will be made to an employee who:

- A. Secures written approval of course(s) from the Department of Personnel/Human Resources. Reimbursement shall only be made for that course which was initially approved by the Department of Personnel/Human Resources. If the approved course is later dropped and another course substituted, the replacement course must be approved by the Department of Personnel/Human Resources in order to be reimbursable.
- B. Successfully completes the initial probationary period.
- C. Successfully completes the course(s). If the course is in a degree, diploma or certificate program, successful completion will mean attaining a grade equal to or better than the minimum grade point average required by the institution to receive the degree, diploma or certificate.
- D. Attaches to the back of the application a true, legible copy of the tuition receipt, and a final grade report, certificate or official statement that evidences (on the school's stationery) satisfactory completion; and then submits the documents to the Department of Personnel/Human Resources no later than 60 days after the end of the school term or completion of the course, whichever is sooner.
- E. 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 the course started.
- F. Has not been nor will be fully paid for the cost of tuition 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.

#### 37.06 **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. If an employee changes or adds a course, he or she must immediately notify the Department of Personnel/Human Resources, Staff Development Division. Failure to notify may result in non-payment of reimbursement amount.
- C. Applications denied at the department level are considered disapproved and are not to be forwarded to the Department of Personnel/Human Resources.
- D. Approval and program continuation are contingent upon availability of funds.

## **ARTICLE 38 - INDEMNIFICATION**

### **38.01**

The Employer agrees to hold harmless and indemnify and/or defend all employees covered by the Collective Bargaining Agreement from all civil claims, actions, judgments and settlements brought or rendered against them by reason of any act, action or omission arising in the course of or out of their employment; provided, however, that in no event shall the Employer be liable for the payment of judgments, attorney fees or Court costs where the member is found to have committed criminal acts or an intentional tort. 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. All settlements are subject to the approval of the Employer.

### **38.02**

The Employer may elect to represent an employee in cases covered by the above provision, said representation to be through the Office of the Corporation Counsel. The Corporation Counsel may also decide to appoint an attorney to represent the employee. Upon receipt of notice of any claim or action, the employee shall immediately notify the Office of the Corporation Counsel in writing, and if desired, request legal representation.

### **38.03**

The Corporation Counsel may compromise, settle or pay any claim before or after commencement of a civil action without the employee's approval. The Corporation Counsel may also indemnify the employee, or pay, settle or compromise the judgment, without the employee's consent.

### **38.04**

Employees must cooperate with Corporation Counsel and any appointed attorney throughout the proceedings. Non-cooperation, as determined by Corporation Counsel, will relieve the Employer of its obligations under this article.

## **ARTICLE 39 - DEFERRED COMPENSATION**

### **39.01**

The Employer shall continue to provide for deductions for qualified Deferred Compensation Plans.

## **ARTICLE 40 - ERRORS IN WAGES, FRINGE BENEFITS AND LEAVE TIME**

### 40.01

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 six (6) months after the overpayment is made, provided that the employee is given a written explanation of the deduction at least one (1) pay period before the wage payment affected by the deduction is made, or at the option of the employee, money may be paid back.

### 40.02

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

### 40.03

Errors made in the computation or payment of any leave time may be recovered 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.

### 40.04

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

## **ARTICLE 41 - RETURN OF COUNTY PROPERTY**

### 41.01

Employees who separate from County service must return all County items that have been signed out to them but not signed back in, within seven (7) days of separation. Employees failing to return County property shall have appropriate payroll deductions taken to cover such loss.

## **ARTICLE 42 - HEALTH AND SAFETY**

### 42.01

The Employer agrees to provide a safe and secure work place for the protection of employees, visitors, and patients and clients.

### 42.02

The Employer shall provide employees the opportunity to obtain health tests and immunizations that may be available at any appropriate County health facility without cost to the employees.

### 42.03

If an employee suffers an accidental job-related injury, the employer will cover the cost of all laboratory tests, drugs and treatment that are not covered by the employee's insurance, provided they are ordered by a physician designated by the Employer.

### 42.04

All employees shall observe County and departmental rules prohibiting smoking in County-owned and/or operated facilities and vehicles.

## **ARTICLE 43 - CONTRACTING AND SUB-CONTRACTING OF WORK**

### 43.01

The Employer agrees it will not contract out work normally performed by bargaining unit employees in a bargaining unit classification with the intent of eroding the bargaining unit. This provision shall not apply to work contracted out because of the employees' inability to perform this work due to lack of equipment, facilities, skills, or technical ability.

## **ARTICLE 44 - SAVINGS CLAUSE**

### 44.01

It is agreed that all established fringe benefits not changed or covered in this Agreement that are now being received by all the employees in the Bargaining Unit covered by this Agreement shall remain in full force and effect. The Employer shall

not establish any benefit for the employees covered in this Agreement without first negotiating such benefit with the Association.

#### **44.02 Effective Date of Benefit Changes**

Unless this Agreement provides for an effective date for a change in benefit levels, the effective date shall be the date on which this Agreement is executed by the Wayne County Executive.

### **ARTICLE 45 - SUCCESSOR CLAUSE**

#### **45.01**

This Agreement shall be binding upon the Employer's successor, assignees, or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

### **ARTICLE 46 - PROFESSIONAL STANDARDS**

#### **46.01**

The parties agree that Registered Nurses are governed by a professional code of ethics, and the Employer agrees that it will support the Registered Nurses in compliance with the professional code. In supporting the nurses in compliance with said code, it is expressly understood that the Employer does not relinquish its right to manage the various County Departments and nothing in this Agreement is intended to replace or abrogate the Employer's right with respect to disciplinary procedures.

#### **46.02**

The Administration and Nursing Administration in each Health Facility continue to recognize the need for channels through which Registered Nurses will provide information, make recommendations, discuss and be involved in the decision making process concerning standards of nursing practice as it affects patient care. The Nursing Administration will accept responsibility for seeking methods whereby regular channels of communication will be continued and broadened.



## **ARTICLE 47 - THE ROLE OF THE REGISTERED NURSE**

### **47.01**

Both parties agree that they share responsibility for providing nursing services which are consistent with the need and goals of the recipient(s) who use the County health facilities. To this end, both parties further agree to recognize responsibilities of the Registered Nurse and the Employer within the scope of the 1978 Michigan Public Health Code, as amended.

### **47.02**

Both parties agree that the Registered Nurse, as provided in the 1978 Michigan Public Health Code, as amended, must and shall have authority commensurate with his or her responsibility for directing, teaching and supervising of less skilled personnel in carrying out delegated nursing activities. The Employer continues to recognize its obligation to assist the Registered Nurse in fulfilling these responsibilities.

### **47.03**

The Employer shall continue to assume responsibility for administration and supervision of its nursing personnel covered by this Agreement and shall provide for adequate orientation and in-service education.

## **ARTICLE 48 - DRUG POLICY**

### **48.01**

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

### **48.02        **Reasons For Testing****

- A.     The County's program includes the following:
1.     Return to work - testing an employee who has been off work 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 counselling 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 submit to a drug test in accord with this policy shall be permanently removed from the County service.

#### 48.03      **Testing Procedure**

Procedures shall provide the greatest individual privacy possible, while safeguarding the program against submissions of altered or substitute specimens.

##### A.      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.

##### B.      Collection of the Specimen

1.      Clean and previously unused collection and storage containers of the type utilized by medical facilities for bodily 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.

C. 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. If a positive result is obtained a confirmation test will then be conducted.
  - b. A 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 Level	Confirmatory Test Level
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 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 test; 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.

**48.04 CONSEQUENCES OF VIOLATING THE COUNTY DRUG POLICIES**

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.

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.

**48.05 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.

**48.06 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 indicated in this Agreement.

## ARTICLE 49 - TERMINATION

### 49.01 Ratification of this Agreement

This Agreement will become effective October 1, 2008 after the County receives written notification from the Association that the Association has ratified the Agreement and when the Wayne County Executive executes this Agreement.

### 49.02 Expiration Date

This Agreement shall continue in full force and effect until 11:59 p.m., September 30, 2011.


### 49.03 Notice to Modify, Amend or Terminate

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.

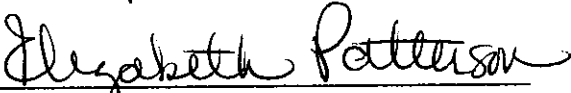
### 49.04 Addressing of Notice

Notices shall be in writing and shall be sufficient if sent by mail addressed to the Government Administrators Association, 2625 Cadillac Tower, Detroit, MI 48226; and to Wayne County at Wayne County Building, 600 Randolph, Room 221, Detroit, MI. 48226, or to such other address as the parties may furnish the other. The parties have executed this Agreement as of the date indicated.

#### FOR THE ASSOCIATION:


  
Lawrence N. Verbiest, Assn. Exec.  
Government Administrators Assn.

Dated: 10-19-09


  
Elizabeth Patterson, President  
Wayne County Professional Nurse Council

Dated: 10-19-09

#### FOR THE COUNTY:

  
Robert A. Ficano  
County Executive

Dated: 12-4-09

  
Mark D. Dukes, Director  
Labor Relations Division

Dated: 10/28/09

Approved by:

2009-854

Wayne County Commission

Dated: 12-3-09

**ADDENDUM TO ARTICLE 31 - WAYNE COUNTY RETIREMENT  
2008-2011 COLLECTIVE BARGAINING AGREEMENT**

**WAYNE COUNTY PROFESSIONAL NURSE COUNCIL, UNIT 1**

Re: Additional And / Or Modified Retirement Article Terms

**NEW RETIREMENT PLAN #6**

1. Effective on the date the Wayne County Executive executes the 2008 - 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 sixty (60) calendar days after the date of execution of the 2008 - 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 2008 – 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 PROVISION**

All employees hired on or after the date of execution of the 2008 – 2011 collective bargaining agreement by the Wayne County Executive shall not be eligible for a 13<sup>th</sup> check upon retirement.

**MEMORANDUM OF AGREEMENT #1**

**RE: AGENCY FEE PROCEDURES**

The parties recognize that a union wishing to collect agency shop service fees must adopt constitutionally adequate procedures. In accordance with the requirements of Chicago Teachers Union v Hudson, 475 US 292 (1986), the GAA must adopt and utilize procedures which provide nonmembers with: (1) an adequate explanation of the basis for the GAA's service fee including disclosure of all major categories of expenses; (2) a reasonably prompt opportunity to object to the fee before an impartial decision maker; and (3) escrow the amounts reasonably in dispute while the challenges are pending and provide for advance reduction of fees for expense categories unrelated to negotiations or contract administration and clearly expended for ideological purposes.

To that end, prior to the enforcement of the required payroll deduction of agency shop service fees for any nonmember challenging the GAA's service fee, the GAA agrees to provide the County with a copy of the GAA's current service fee collection procedures and to certify to the County in writing that the GAA has complied with all requirements of those procedures in connection with the bargaining unit members whose fees are at issue, prior to the County making the required payroll deductions.

If the procedure is altered or amended the Association agrees to serve the County with a copy and to meet and confer with the County regarding any concerns raised. The Association will certify to the County in writing that the GAA has complied with all requirements of the above referenced procedures prior to the County making the required payroll deductions.

**FOR THE ASSOCIATION:**



Lawrence N. Verbiest, Assn. Exec.  
Government Administrators Assn.

Date 10-19-09



Elizabeth Patterson, President  
Wayne County Professional Nurse Council

Date 10-19-09

**FOR THE COUNTY:**



Mark D. Dukes, Director  
Labor Relations Division

Date 10/21/09

## **MEMORANDUM OF UNDERSTANDING #2**

**RE: SPECIAL DUTY NURSE - JAILS AND JUVENILE DETENTION FACILITY**

1. Special Duty Nurses will be scheduled for the above divisions, as required by the management of said facilities.
2. The following insurance benefits will cover Special Duty Nurses as required by law:
  - A. FICA (Social Security)
  - B. Workers' Compensation
  - C. Unemployment Compensation
3. No other benefits will be paid or credited to a Special Duty Nurse.
4. It is expressly understood that Special Duty Nurses are not eligible for medical insurance, optical, dental, life, or any other insurance than noted above. The rate of pay is predicated on the fact that the Special Duty Nurses are not receiving insurance other than as provided by law.
5. Special Duty Nurses will not receive any pay for any time not worked; specifically, they will not receive credit or pay for vacation, sick leave, holidays, bereavement, personal business, or any other time now or in the future credited or paid to regular nurses in the employ of the County of Wayne. The rate of pay is predicated on the fact that the Special Duty Nurses are not receiving benefit time of any type.
6. Special Duty Nurses will not be covered by any County retirement plan.
7. Special Duty Nurses are included in the recognition clause, Article 3.03, of this Agreement and shall pay dues in accordance with the Constitution of the Government Administrators Association and the by-laws of the Wayne County Professional Nurse Council.
8. Special Duty Nurses will be paid at \$32.00/hour for all hours worked except as provided below. The rate of pay is predicated on the fact that the Special Duty Nurses are not receiving benefit time or insurance except as provided by law.
9. Special Duty Nurses shall be paid one and one half (1½) times for all hours over forty (40) in a week or ten (10) hours in a day, except that there shall be no pyramiding of overtime.
10. Special Duty Nurses cannot move from the Special Duty Nurse classification to any other Registered Nurse or Public Health Nurse classification in the County unless they make application through the Department of Personnel/Human Resources and subsequently resign the position of Special Duty Nurse.
11. Special Duty Nurses shall not be used to erode regular employment within the bargaining unit.

12. Special Duty Nurses shall not be used to displace regular senior (non-probationary) employees represented by GAAWCPNC from their assigned positions. Example: Senior Processing (RDC) Nurses shall not be reassigned to accommodate the preferences of Special Duty Nurses.
13. Special Duty Nurses shall be scheduled so as to allow preference scheduling of regular employees.
14. The scheduling and use of Special Duty Nurses shall be at the sole discretion of Management, but shall not violate the provisions of paragraphs (12) and (13) of this Memorandum of Understanding.

**FOR THE ASSOCIATION:**

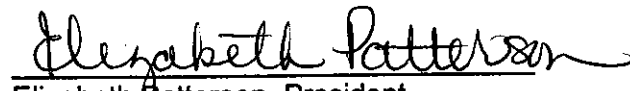
  
\_\_\_\_\_  
Lawrence N. Verbiest, Assn. Exec.  
Government Administrators Assn.

Dated: 10-19-09

**FOR THE COUNTY:**

  
\_\_\_\_\_  
Mark D. Dukes, Director  
Labor Relations Division

Dated: 10/20/09

  
\_\_\_\_\_  
Elizabeth Patterson, President  
Wayne County Professional Nurse Council

Dated: 10-19-09

### MEMORANDUM OF UNDERSTANDING #3

#### RE: SPECIAL DUTY NURSE - HEALTH DEPARTMENT

The parties recognize the need to maintain necessary nurse staffing levels at the Health Department.

The Government Administrators Association/Wayne County Professional Nurse Council, in an effort to assist with the County of Wayne to provide a solution to the chronic shortage of nursing staff, agrees to the employment of Special Duty Nurses at the Health Department, subject to the following terms and conditions:

1. The following insurance benefits will cover Special Duty Nurses as required by law:
  - A. FICA (Social Security)
  - B. Workers' Compensation
  - C. Unemployment Compensation
2. No other benefits will be paid or credited to a Special Duty Nurse.
3. It is expressly understood that Special Duty Nurses are not eligible for medical insurance, optical, dental, life, or any other insurance than noted above. The rate of pay is predicated on the fact that Special Duty Nurses are not receiving insurance other than as provided by law.
4. Special Duty Nurses will not receive any pay for any time not worked; specifically, they will not receive credit or pay for vacation, sick leave, holidays, bereavement, personal business, or any other time now or in the future credited or paid to regular nurses in the employ of the County of Wayne. The rate of pay is predicated on the fact that the Special Duty Nurses are not receiving benefit time of any type.
5. Special Duty Nurses will not be covered by any County retirement plan.
6. Special Duty Nurses are included in the recognition clause, Article 3.03, of this Agreement and shall pay dues in accordance with the Constitution of the Government Administrators Association and by-laws of the Wayne County Professional Nurse Council.
7. Special Duty Nurses will be paid at \$32.00/hour for all hours worked except as provided below. The rate of pay is predicated on the fact that Special Duty Nurses are not receiving benefit time or insurance except as provided by law.
8. Special Duty Nurses shall be paid one and one half (1 ½ ) times for all hours over forty (40) in a week or ten (10) hours in a day, except that there shall be no pyramiding of overtime.
9. Special Duty Nurses cannot move from the Special Duty Nurse classification to any other Registered Nurse or Public Health Nurse classification in the County unless they make application through the Department of Personnel/Human Resources and subsequently resign the position of Special Duty Nurse.
10. Special Duty Nurses shall not be used to displace regular senior (non-probationary) employees represented by the Government Administrators Association/Wayne County Professional Nurse Council from their assigned positions.
11. Special Duty Nurses shall be scheduled so as to allow preference scheduling of regular employees. Whenever possible, Special Duty Nurses shall be assigned to specific work areas, assignments, and hours.

12. The scheduling and use of Special Duty Nurses shall be at the sole discretion of Management, but shall not violate the provisions of paragraphs 10 and 11 of this Memorandum of Understanding.
13. Ultimate responsibility for insuring that Special Duty Nurses adhere to the professional codes as specified in Articles 47 of the Collective Bargaining agreement rests with the employer. Any Special Duty Nurse who fails to perform professionally to the high standards shall not be scheduled for continued employment.
14. Vigorous and frequent recruitment of regular status nurses shall be the preference for filling staffing requirements to provide a full time, experienced, orientated, trained, stable, and professional work force.
15. The next order of preference shall be all qualified nurses, with acknowledged areas of experience, and time of service available.
16. Orientation and training of Special Duty Nurses shall take place preferably during day time clinics when adequate supervision, greater staff, and more time is available to accomplish this purpose.
17. Special Duty Nurses shall not be used to erode regular employment within the Bargaining Unit and shall be employed only when attempts to fill vacancies consistent with the provisions of paragraphs 14 and 15 of this Memorandum of Understanding are unsuccessful.

**FOR THE ASSOCIATION:**



Lawrence N. Verbiest, Assoc. Exec.  
Government Administrators Association

Date 10-19-09

**FOR THE COUNTY:**



Mark D. Dukes, Director  
Labor Relations Division

Date 10/21/09



Elizabeth Patterson, President  
Wayne County Professional Nurse Council

Date 10-19-09

**MEMORANDUM OF AGREEMENT #4**  
**Between**  
**THE COUNTY OF WAYNE, MICHIGAN**  
**And**  
**THE WAYNE COUNTY PROFESSIONAL NURSE COUNCIL, UNIT 1**

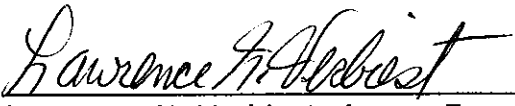
**RE: 2008-2011 CBA – 10% EMPLOYEE WAGE / BENEFIT CONCESSIONS**

Due to the extraordinary fiscal challenges currently facing the County of Wayne (County), it is necessary that the County obtain wage and/or benefit concessions from its employees in an amount equivalent to ten percent (10%) of each employee's base wage rate. This Memorandum of Agreement (Memorandum) is intended to outline the terms and conditions of such concessions in conjunction with the parties' agreement on a new collective bargaining agreement for the period of October 1, 2008 through September 30, 2011. Accordingly, the parties agree to the following:

1. Effective October 1, 2009, through September 30, 2011, all employees in the bargaining units will incur a ten percent (10%) reduction in his or her current base wage rate facilitated by the following:
  - A. Employees who are members of Unit 1 who are assigned a 24-hour/7-day operation schedule, will have a ten percent (10%) reduction in their annual base wage rate.
  - B. Employees who are members of Unit 1 who are not assigned a 24-hour/7-day operation schedule and employees who are members of Unit 2 will have two (2) furlough days per calendar month (or one (1) day per pay period for total of 24 furlough days per year).
2. Scheduling of furlough days will be determined by the Employer based on operational need. Should an employee be called-in to work on a scheduled furlough day, another furlough day will be selected by the Employer.
3. The 10% concessionary terms and conditions that are the subject of this Memorandum will continue for employees in the bargaining unit through the term of the 2008-2011 collective bargaining agreement (September 30, 2011).
4. Employees subject to the concessions contained in this agreement will be held harmless for purposes of accumulation of annual and sick leave and base rate computation of applicable average final compensation (AFC) under the parties' collective bargaining agreement.
5. If any of the terms agreed upon by the parties under this Memorandum to facilitate the 10% concessions is claimed or


determined to be inconsistent with applicable law with respect to any individual employee, or the total amount does not actually equal 10% of the employee's current wage rate, then such concessions will be realized through option 1(A) of this Memorandum.

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
Lawrence N. Verbiest, Assoc. Executive  
Wayne County Professional Nurse Council

  
\_\_\_\_\_  
Elizabeth Patterson, President  
Wayne County Professional Nurse Council

**FOR WAYNE COUNTY:**

  
\_\_\_\_\_  
Mark D. Dukes, Director  
Labor Relations Division

**Date:** 10/28/09



**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.

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

<b>MEDICAL SERVICES</b>		
<b>Hospital Care (inpatient and outpatient)</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Surgical Services</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Emergency Medical Services</b>	\$50 copay	\$100 copay
<b>Ambulance</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Physician Office; not including vision and hearing)</b>	\$20 copay	Not covered
<b>Preventative Services (including well-baby care)</b>	Covered at 100%	Not covered
<b>Diagnostic Services</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Maternity Services</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Alternatives to Hospital Care (skilled nursing, hospice care &amp; home health care)</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Human Organ Transplant</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Mental Health and Substance Abuse Treatment</b>	Covered at 50% after deductible	Covered at 50% after deductible
<b>Allergy Testing and Therapy</b>	Covered at 100% after deductible	Covered at 70% after deductible
<b>Chiropractic Spinal Manipulation</b>	Covered at 100% after deductible	Covered at 70% after deductible
<b>Outpatient Physical, Speech and Occupational Therapy</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Durable Medical Equipment</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Prosthetic and Orthotic Appliances</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Private Duty Nursing</b>	Covered at 50% after deductible	Covered at 50% after deductible
<b>DEDUCTIBLES &amp; DOLLAR MAXIMUMS</b>		
<b>Annual Deductible</b>	\$100 per member, \$200 per family per year	\$250 per member, \$500 per family per year
<b>Annual Copay Dollar Maximums (out-of-pocket maximums). Includes flat rate copays for emergency medical services and physician office services.</b>	\$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)
<b>Dollar Maximums (benefit caps)</b>	\$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:-

<b>MEDICAL SERVICES</b>		
<b>Hospital Care (inpatient and outpatient)</b>	Covered at 100% up to BCBSM approved amount	Covered at 100% up to BCBSM approved amount
<b>Surgical Services</b>	Covered at 100% up to BCBSM approved amount	Covered at 100% up to BCBSM approved amount
<b>Emergency Medical Services</b>	Covered at 100% up to BCBSM approved amount	Covered at 100% up to BCBSM approved amount
<b>Ambulance</b>	Covered at 100% up to BCBSM approved amount	Covered at 100% up to BCBSM approved amount
<b>Physician Office Services (excluding routine/preventative, vision and hearing services)</b>	Covered under Master Medical up to BCBSM approved amount	Covered under Master Medical up to BCBSM approved amount
<b>Well-Baby Care up to age 6</b>	Not Covered	Not Covered
<b>Diagnostic Services (including preventative)</b>	Covered at 100% up to BCBSM approved amount	Covered at 100% up to BCBSM approved amount
<b>Maternity Services</b>	Covered at 100% up to BCBSM approved amount	Covered at 100% up to BCBSM approved amount
<b>Alternatives to Hospital Care (skilled nursing, hospice care &amp; home health care)</b>	Covered at 100% up to plan limits	Covered at 100% up to plan limits
<b>Human Organ Transplant</b>	Covered according to plan guidelines	Covered according to plan guidelines
<b>Mental Health and Substance Abuse Treatment</b>	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
<b>Allergy Testing and Therapy</b>	Covered under Master Medical up to BCBSM approved amount	Covered under Master Medical up to BCBSM approved amount
<b>Chiropractic Spinal Manipulation</b>	Covered under Master Medical up to BCBSM approved amount	Covered under Master Medical up to BCBSM approved amount
<b>Outpatient Physical, Speech and Occupational Therapy</b>	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
<b>Durable Medical Equipment</b>	Covered under Master Medical up to BCBSM approved amount	Covered under Master Medical up to BCBSM approved amount
<b>Prosthetic and Orthotic Appliances</b>	Covered under Master Medical up to BCBSM approved amount	Covered under Master Medical up to BCBSM approved amount
<b>Private Duty Nursing</b>	Covered under Master Medical up to BCBSM approved amount	Covered under Master Medical up to BCBSM approved amount
<b>DEDUCTIBLES, COPAYMENTS &amp; DOLLAR MAXIMUMS</b>		
<b>Annual Deductible</b>	\$50 per member, \$100 per family per year for Master Medical services	\$50 per member, \$100 per family per year for Master Medical services
<b>Copayment</b>	20% for Master Medical services after deductible has been met	20% for Master Medical services after deductible has been met
<b>Annual Copay Dollar Maximums (out-of-pocket maximums)</b>	\$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)
<b>Dollar Maximums (benefit caps)</b>	\$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
<b>Deductibles, copays and dollar maximums</b> <i>Note: Services without a PPO network and emergency services are covered at the in-network level. <b><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></b> 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>		
<b>Deductibles</b>  <b>Note:</b> The full family deductible <b>must</b> be met under a two-person or family contract before benefits are paid for any person on the contract.	\$1,250 for a one-person contract or \$2,500 for a family contract (2 or more members) each calendar year ( <b>no 4<sup>th</sup> quarter carry-over</b> )	\$2,500 for a one-person contract or \$5,000 for a family contract (2 or more members) each calendar year ( <b>no 4<sup>th</sup> quarter carry-over</b> )
	Deductibles are based on amounts defined annually by the federal government for high-deductible health plans associated with a health savings account (HSA).	
<b>Co-pays</b> <ul style="list-style-type: none"> <li>Fixed dollar co-pays</li> </ul>	None	None
<ul style="list-style-type: none"> <li>Percent co-pays</li> </ul>	10% of approved amount	30% of approved amount
<b>Co-pay dollar maximums</b> <ul style="list-style-type: none"> <li>Fixed dollar co-pays</li> </ul>	Not applicable	Not applicable
<ul style="list-style-type: none"> <li>Percent co-pays</li> </ul> <b>Note:</b> The full family out-of-pocket max must be met under a two-person or family contract before benefits are paid at 100%.	\$1,000 for a one-person contract or \$2,000 for a family contract (2 or more members) each calendar year  (Combined out-of-pocket maximums for medical and prescription drug co-pays)	\$2,000 for a one-person contract or \$4,000 for a family contract (2 or more members) each calendar year  (Combined out-of-pocket maximums for medical and prescription drug co-pays)
<b>Dollar maximums</b>	\$1 million lifetime per covered specified human organ transplant type and a <b>separate</b> \$5 million lifetime per member for all other covered services and as noted above for individual services	
<b>Preventive care services</b>		
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) <ul style="list-style-type: none"> <li>6 visits, birth through 12 months</li> <li>6 visits, 13 months through 23 months</li> <li>2 visits, 24 months through 35 months</li> <li>2 visits, 36 months through 47 months</li> <li>1 visit per birth year, 48 months through age 15</li> </ul>	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

**TABLE D - HIGH DEDUCTIBLE PLAN OPTION (cont.)**

**Preventive care services – \* (cont.)**

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
<b>Physician office services</b>		
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
<b>Emergency medical care</b>		
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
<b>Diagnostic services</b>		
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
<b>Maternity services provided by a physician</b>		
Prenatal and postnatal care	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
	Includes care provided by a certified nurse midwife	
Delivery and nursery care	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
	Includes delivery provided by a certified nurse midwife	
<b>Hospital care</b>		
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
<b>Note:</b> Non-emergency services must be rendered in a <b>participating</b> hospital.	Unlimited days	
Inpatient 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

**TABLE D - HIGH DEDUCTIBLE PLAN OPTION (cont.)**

<b>Alternatives to hospital care</b>		
Skilled nursing care	Covered - 100% after in-network deductible, in <b>participating</b> skilled nursing facilities <b>only</b> Limited to 90 days per member per calendar year	
Hospice care	Covered - 100% after in-network deductible, through a <b>participating</b> hospice program <b>only</b> 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 <b>participating</b> home health care agency <b>only</b>	
Home infusion therapy - must be medically necessary	Covered - 100% after in-network deductible, by <b>participating</b> providers <b>only</b>	
<b>Surgical services</b>		
Surgery - includes presurgical consultations, related surgical services and medically necessary facility services by a <b>participating</b> 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 One per member per calendar year
Voluntary sterilization	Covered - 90% after in-network deductible	Covered - 70% after out-of-network deductible
<b>Human organ transplants</b>		
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 <b>only</b> , limited to \$1 million <b>lifetime</b> 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
<b>Mental health care and substance abuse treatment</b>		
Inpatient mental health care and inpatient substance abuse treatment	Covered - 90% after in-network deductible	Covered - 70% after out-of-network deductible
	Limited to a <b>combined</b> maximum of 60 days per calendar year with 120 days lifetime per member	
Outpatient mental health care	Covered - 90% after in-network deductible	Covered - 70% after out-of-network deductible <b>only</b>
Outpatient substance abuse treatment - in approved facilities <b>only</b>	Covered - 90% after in-network deductible	Covered - 70% after out-of-network deductible
	Limited to annual state-dollar amount (that combines outpatient and residential substance abuse)	

**TABLE D - HIGH DEDUCTIBLE PLAN OPTION (cont.)**

<b>Other covered services</b>		
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 <b>Note:</b> Outpatient physical therapy is <b>not</b> covered at nonparticipating facilities.
	Limited to a <b>combined</b> maximum of 60 visits per member per calendar year	
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
<b>Prescription Drug Coverage</b>		
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 tables describe 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:

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



**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:

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

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

<b>Diagnostic and Preventative Services</b>	Covered at 100%
<b>Restorative Services</b>	Covered at 100%
<b>Oral Surgery</b>	Covered at 100% when performed by a dentist; covered at 85% when performed by a specialist
<b>Endodontic Services</b>	Covered at 85%
<b>Prosthodontic Care</b>	Covered at 85%
<b>Periodontic Services</b>	Covered at 85%
<b>Orthodontic Services</b>	Covered at 50% to a lifetime maximum of \$1,000 with no age restrictions.
<b>DEDUCTIBLES &amp; DOLLAR MAXIMUMS</b>	
<b>Annual Deductible</b>	None
<b>Annual Benefit Maximum</b>	\$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.

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