

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN



*Robert A. Ficano*  
County Executive

- AND -

**THE DIETITIANS AND NUTRITIONISTS  
ASSOCIATION**

**DECEMBER 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 (hereinafter referred to as the "Employer"), and the Wayne County Dietitians and Nutritionists Association (hereinafter referred to as the "Association").

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

### **2.01**

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

### **2.02**

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

### **2.03**

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

### **2.04**

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, 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 a position in the classification of Dietitian, Public Health Nutrition Consultant, Special Duty Nutritionist, Community Nutritionist Assistant and Special Duty Community Nutritionist Assistant.

### **3.03**

Part-time and temporary 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 thirty (30) days from the date of last appointment during the term of this Agreement. Temporary employees shall not gain regular status nor be eligible for any benefits.

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

### **4.01**

The Employer agrees not to aid, promote, or finance any other group or organization which purports to engage in collective bargaining or to make any agreement with any group or organization for the purpose of undermining the Association.

### **4.02**

The Association agrees not to make agreements with any other Association for the purpose of coercing 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 charge an amount of \$5.00 per pay period contributed toward the administration of this Agreement. The provisions of this section shall also apply to part-time, temporary, seasonal and special duty employees as defined in Article 3, 3.03.

### 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.

### 5.04

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

### 5.05

Failure to comply with the provision of 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 requested that the employee be terminated.

5.07

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.

The employee shall then be terminated unless the employee can produce evidence of compliance.

5.08

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 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 Financial Secretary by the Employer.

#### 6.03

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

#### 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 make application for membership in the Association as outlined in Article 5 shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

#### 7.02

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

#### 7.03

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.



7.04

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'S RIGHTS**

8.01

The Employer possesses the exclusive right to manage the affairs of the County, including but not limited to the right to: establish starting and quitting time; establish the size of work crews; assign days off; annual leave and regulate other forms of leaves as may be provided for in this Agreement; select the manner in which employees shall be reduced in classifications in the interest of layoff; and prescribe reasonable rules for just cause disciplinary action. The employer recognizes that supervision is necessary when work is being performed. However, the level of supervision shall be determined by the Employer.

8.02

The Employer has any other common law rights an employer possesses and which have not been limited by the express terms of this Agreement.

8.03

Except as otherwise specifically provided, for purpose of this Agreement the Director of Personnel/Human Resources shall act as the designee of the Employer.

## **ARTICLE 9 - REPRESENTATION**

9.01

**Grievance Representatives**

The Association shall be represented in the grievance procedure by the Association President and one (1) Representative, hereafter referred to as Association Representatives.

## 9.02

Representatives, during their work hours, without loss of time or pay, may investigate reported grievance(s) and present said grievances to the Employer. Before entering upon such Association business, representatives shall give notice to and receive approval from the designated supervisor, or in his/her absence, the designated alternate supervisor. 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.

## 9.03

Representatives shall not be reassigned to another work area or shift during their term of office except by agreement between the Association and the Department Head.

## 9.04

### Association President

The President may attend, upon approval, the meetings of County Boards, County Commission and Committees when matters involving the Association are on the agenda. Prior notice and approval must be obtained by the President before such time off will be approved.

## 9.05

Whenever the President is required to perform administrative duties limited to internal Association business or functions, he/she may be granted time off without compensation, but without loss of such benefits to which he/she would otherwise be entitled. Requests for such time off may be granted with prior notice to the appropriate Management representative.

## 9.06

### Bargaining Committee

The Employer will recognize a collective bargaining committee of representatives, of this bargaining unit. 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).

9.07

### Probationary Employees

The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, but shall not represent probationary employees in matters of discipline or discharge.

## **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; except that this procedure shall not prejudice nor deny any employee's rights under any other legally constituted agency of government.

10.03

The grievance procedure contained in this Agreement shall be the exclusive grievance procedure for all members of the bargaining unit. If an employee elects to use the Michigan Veterans' Preference Act, the employee waives the right to proceed under this grievance procedure.

10.04

The Association shall have the right to commence a grievance at the level of management causing the alleged grievance within ten (10) working days of the date of the incident giving rise to the grievance, or when the employee should reasonably know of its occurrence. Grievances involving disciplinary actions, with the exception of oral or written reprimands, taken against an employee shall be initiated at Step 3 of the grievance procedure. However, probationary employees shall not have access to the grievance procedure in matters of discipline or discharge.

In the event that a grievance affects two (2) or more employees of the Association, the Association may file a policy grievance. Two (2) or more local unions/associations may file a joint policy grievance at Step 4. The joint policy grievance should include the grievance numbers of the unions/associations involved.

**Step 1:**

The employee, with an Association representative, or the representative acting on behalf of the employee, shall discuss the complaint with Management's designated Step 1 representative. Management's representative shall then attempt to resolve the matter, or shall orally respond to the Representative within five (5) working days.

**Step 2:**

If the grievance or dispute is not satisfactorily settled by discussion, it shall be presented in writing by the Association Representative to the appropriate division head or designated Step 2 representative within five (5) workdays after the discussion was held and the response due. The aggrieved employee and/or the Association 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 (i.e. aggrieved and protested) and the provisions of this Agreement the Association claims the employer has abridged or failed to apply.

All grievances filed by the Union will be signed by the employee if at all possible, as well as the representative. The association president shall sign a policy grievance. The division head or designated Step 2 representative shall within five (5) workdays meet and discuss the grievance with the President or Association Representative. All parties directly involved and witnesses may attend such meeting. Within five (5) workdays from the date of said meeting the Division head or designated representative shall respond in writing to the proper association representative.

**Step 3:**

If the grievance or dispute is not satisfactorily settled in accordance with Step 2 above, it shall be presented in writing by the Association to the appropriate department head or designated representative within five (5) workdays after the Step 2 response is issued. The department head or designated representative shall within five (5) workdays meet and discuss the grievance with the Association President or Association Representative or designated representative. Within five (5) workdays from the date of said meeting the department head or designated representative shall respond in writing to the grievance with a copy to the Association President.

**Step 4:**

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:

The written grievance shall be submitted in writing, with copies of all previous responses, within ten (10) workdays of the Step 3 response. The Labor Relations Division's Step 4 representative shall, within ten (10) workdays meet with the Association President and a management representative to discuss the grievance. One or two (2) Association representatives and an equal number of management representatives may also attend the hearing. Within ten (10) workdays, the Labor Relations Division representative shall then submit to the Association, in writing, the disposition of the appeal.

Step 5:

Only unresolved grievances which relate to the interpretation, application, or enforcement of any specific article and section of this Agreement, or any written supplementary agreement, which have been fully processed through the last step of the grievance procedure as herein provided may be submitted to an arbitrator in strict accordance with the following:

- a. Within thirty (30) calendar days after the execution of this agreement, the parties shall convene and mutually select a panel of seven (7) arbitrators to serve as permanent arbitrators. Grievances shall be heard in accordance with the published rules of the American Arbitration Association. The expenses of the arbitrator shall be shared equally by the parties.
- b. Arbitration shall be invoked by written notice from the Association to the Labor Relations Director of its intention to arbitrate. Such notice shall be received within thirty (30) calendar days of receipt of the Step 4 answer. The parties will select the name of an arbitrator to hear the case. If unable to agree, the parties will then in each case strike two names from the list. Of those arbitrators remaining on the list, the arbitrator with the earliest hearing date will be selected. It shall be the responsibility of the Association to initiate the selection process. If an arbitrator is not selected and the arbitration hearing scheduled within sixty (60) calendar days from the notice of intention to arbitrate, the grievance will be considered settled based on the Employer's last answer to the grievance.
- c. Either party may, within sixty calendar (60) days notice remove an arbitrator from the panel. Once an arbitrator has received written notice that said services are terminated, he shall not hear any further cases. However, the arbitrator shall render decisions on all cases that have been heard prior to receiving such notice.
- d. Failure by the Association to appeal any grievance to arbitration within the specified time limits shall terminate said grievance, and it shall be considered to be resolved in accordance with the disposition issued by the Labor Relations Division.

- e. The arbitrators shall have no authority to amend, alter or modify this agreement. Further, the arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of this Agreement and shall be without authority to make any decision contrary to, or inconsistent with, or modifying or varying, in any way, the terms of this Agreement; or granting any wage increases or decreases.
- f. There shall be no appeal from the arbitrator's decision if made in accordance with the arbitrator's jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the employee or employees, and the Association.
- g. The Arbitration Hearing, the grievant, the Association Representative, and not more than two witnesses shall not lose pay or time off the job while attending the arbitration proceedings.
- h. In the event a case is appealed to an arbitrator and it is found that the arbitrator has no power to rule on such cases, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
- i. It is understood between the parties that the time periods at any step of the grievance procedure may be extended by mutual agreement in writing. Workdays shall not include Saturday, Sunday, or holidays.
- j. No settlement at any stage of the grievance procedure shall be a precedent in any arbitration hearing.
- k. 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 cases the employee will be made whole. All claims for back wages shall be limited to the amount of wages and other benefits excluding overtime and shift premium pay 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.

#### 10.05

The Employer shall furnish the union with a list of Step 2 and 3 representatives and alternates within thirty (30) calendar days of the execution of this Agreement. This list will be updated as necessary.

### **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 other than oral and written reprimands, it shall file a grievance in accordance with Step 3 of 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 twenty-four (24) hours 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 employment, that tends to bring the Employer into public disrepute.

#### 11.05

When the 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, provided, however, oral and written reprimands shall not be subject to arbitration.

#### 11.07

Nothing in this article shall prevent the department head 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. Removal or discharge.

#### 11.09

Nothing in section 11.08 shall prevent the department from taking appropriate disciplinary action, without regard to progressive discipline, when the offense is deemed to be serious in nature.

#### 11.10

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.

#### 11.11

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.

#### 11.12

There shall be one official personnel file.



11.13

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

11.14

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

11.15

Upon written request by the employee, an employee's official personnel file in the Personnel/Human Resources Department may be reviewed every six (6) months. The department shall comply with the request within five (5) workdays.

11.16

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

11.17

Employees charged with the commission of any felony or of a misdemeanor involving criminal 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.

11.18

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.

11.19

No employee of this bargaining unit will be subject to disciplinary action for taking part

in political activity when not on duty.

## **ARTICLE 12 - SPECIAL CONFERENCES**

### **12.01**

Special conferences will be arranged between the Association president and the Employer upon the written request of either party. Requests 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 those representing the parties 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 conferences 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 representatives. Should the Association president be absent and on approved leave, the Association's vice president shall assume the responsibilities contained herein.

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

### **13.01**

Adequate procedure has been provided by this Agreement and the Public Employment Relations Act (PERA), as amended, for the settlement of any grievance(s), disputes(s) or impasse(s) which may arise between any one or more of the employees in the bargaining unit covered by this Agreement or the Association, its members, representatives, officers or committees and the Employer.

### **13.02**

Accordingly, it is agreed that neither the Association nor its members, officers, representatives or committees will cause, call, engage in, encourage or condone work stoppages. The officers of the Association will take affirmative action to prevent or terminate any slowdown or strikes, including but not limited to, any concerted refusal to

work, any concerted absenteeism from work or any interference with the Employer's efforts to conduct its business.

13.03

The Association agrees not to withhold their services due to strikes or work stoppages, provided that bargaining unit members are not required to place themselves in physical danger in order to cross a picket line.

13.04

The Employer agrees that it shall not lock out its employees.

#### **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. Any incorporation of new or modified rules during the term of this Agreement affecting wages, hours, or working conditions shall be negotiated between the parties.

#### **ARTICLE 15 - PROBATIONARY EMPLOYEES (NEW HIRES)**

15.01 Probationary Period

New employees appointed from an eligibility list shall be considered as "Probationary Employees" for the first 1,040 straight-time hours of work. Periods of absence from work shall not be counted toward completion of the probation period.

New employees provisionally appointed to positions in classifications for which examinations are not announced within six (6) months of the date of hire, shall serve an evaluation period equal to the probationary period of an employee appointed from an eligible list in the same classification. Periods of absence from work shall not be counted toward the evaluation period.

An employee who has successfully completed the probationary period shall be granted regular status in his or her classification.

## 15.02

The Association shall represent probationary and provisional 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 an employee who has not gained status in any classified position shall be subject to the grievance procedure.

## 15.03

Probationary employees shall receive a written evaluation at two month intervals.

## 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 hire into a bargaining unit position.

### 16.02

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 and next, a flip of the coin conducted by the Employer 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)

### 16.03

An employee on layoff, suspension, military leave, association leave, a leave during which an employee is receiving workers' compensation benefits, long-term disability benefits or other paid leaves and unpaid leaves of absences caused by illness or disability, shall continue to earn bargaining unit seniority credits without limitation.

### 16.04

Effective with the signing of this Agreement, any bargaining unit employee promoted or transferred to a position outside the bargaining unit shall have his/her bargaining unit seniority frozen as of the date of such transfer or promotion.

16.05

The Employer shall maintain a seniority list upon the effective date of this Agreement which will show the names, job titles and seniority dates within the jurisdiction of the Association. The Association President shall be furnished up-to-date copies of such seniority lists at least every six (6) months.

16.06

An employee shall lose his/her 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 or voluntary quits, which shall include:
  1. Failure to return to work when recalled within ten (10) working days after notice of recall from layoff.
  2. Failure to return to work on or before the expiration of an approved leave of absence or extension thereof.
  3. Absence from work for five (5) consecutive working days without a proper and valid notice of such absence to the Employer within the five (5) day work period.
  4. 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 24.01.
- d. In the case of extreme circumstances, special consideration may be given to those items enumerated above.

16.07

Loss of seniority under the above provisions is subject to the Grievance Procedure.

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

17.01

All vacancies shall be filled in accordance with this Article. No Veteran's Preference Points or Disabled Veteran's Preference Points shall be used for promotional examinations.

For all vacant positions being filled, the following priority order will apply:

- a. Transfer. (17.02)
- b. Recall from Lay-off or Displacement. (17.03)
- c. Promotion from Department of Personnel/Human Resources Departmental Promotional Eligible List. (17.04)
- d. Promotion from Department of Personnel/Human Resources County-Wide Promotional Eligible List.
- e. Re-employment, Reinstatement, New Hire.

#### **17.02 Transfer**

- a. Upon notification of a position vacancy, an employee who holds the same classification and has completed one (1) year of service may exercise bargaining unit seniority for the selection of a job.
- b. The Employer shall post a notice for a period of fourteen (14) calendar days on all bulletin boards where bargaining unit members are assigned upon being made aware that a position will be vacant or a new position has been created. This notice shall state the division unit, 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.

The most senior qualified employee who has signed the posting shall be offered the position.

Bargaining unit members transferring from one division unit to another division unit 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. The first 30 days of such transfer will be considered a trial period during which 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. 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.

Notice of such return to a vacant position shall be given to the Association. An employee whose work performance in this instance is deemed unsatisfactory shall have recourse to the grievance procedure.

- c. 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.
- d. Filling of vacancies by shift preference shall be limited to two (2) moves resulting from any one vacancy. Thereafter, the department shall fill the subsequent opening with notice to the Association.

### **17.03 Recall From Lay-Off Or Displacement**

Employees shall be recalled from lay-off or displacement in accordance with Article 19 of this Agreement.

### **17.04 Promotions From Department Of Personnel/Human Resources Departmental Promotional List and Career Demotion**

- a. The Association shall be consulted with regard to the establishment of qualifications and eligibility factors to be used for promotions; however, final decision with respect to such matters shall remain with the employer.
- b. The rank on the eligible list will be established by eliminating all decimal points and fractions from the final score. The Department of Personnel/Human Resources shall submit to the department with a vacancy the names of the three (3) persons with the highest passing scores on an eligibility list. The Department of Personnel/Human Resources may submit fewer names if there are less than three (3) on the eligibility list. The department with the vacancy shall make the final selection from the list.
- c. Regular part-time employees with more than six (6) months seniority shall have prior rights to fill a full-time vacant position in the classification they hold.
- d. A temporary vacancy, i.e., a temporary position created for a specific purpose and duration, shall be filled by the temporary promotion of the highest employee on an appropriate eligibility list, from the department where the vacancy exists, or if no eligible list exists, by the temporary provisional promotion of the most senior qualified employee in the department with the vacancy. Any resulting temporary vacancy shall be filled in the same manner. Status shall not be gained by the promoted employee unless that employee is hired from a subsequent certification

to fill the position on a permanent basis and then all continuous service in the position shall be credited toward the probationary period.

- e. Employees denied permission to compete in an examination may make written appeal within ten (10) calendar days to the Civil Service Commission. The decision of the Civil Service Commission shall be final and shall not be subject to the grievance procedure.
- f. Within ten (10) calendar days following the mailing of the examination results, an employee may request to review his or her examination.
- g. Employees may appeal their ratings in writing to the Civil Service Commission during a period of ten (10) calendar days following review of their examination, or if no review was requested, within ten (10) calendar days following the mailing of the examination results. Such appeal shall be made under the provision provided for in Rule 6, Section 13 of the Civil Service Rules. The decision of the Civil Service Commission shall be final and shall not be subject to the grievance procedure.
- h. 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 to the employee 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 Re-employment, Reinstatement, New Hire**

### **ARTICLE 18 - RECLASSIFICATION**

#### **18.01**

No positions within the Bargaining Unit shall be reclassified or re-titled during the term of this Collective Bargaining Agreement except by mutual agreement where such request is initiated by the Department Director, or designee, or the Association President.

#### **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 Union. 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 their position due to the discontinuance of an operation or lack of work and/or funds; or 2) their displacement resulting from the displacement of a more 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 of layoff or one week before the effective date of displacement and a copy of the notice shall be sent to the Association.

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

In the event of a layoff or displacement, temporary, seasonal, limited term, entrance provisional, probationary (new hires), 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. Vacant positions will be filled first.

19.06

Notwithstanding their position on the seniority list, the Association President and Vice-President shall in the event of a layoff, be continued at work as long as there is work being performed in the Bargaining Unit in the class in which the employees have status, or are qualified. Notwithstanding seniority, the Association President and Vice-President shall be the first recalled when there is work to be performed in their class or class series.

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

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

#### **19.08 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 in their former classifications or a lower classification in their class series. Laid off or displaced employees shall have their names placed on recall lists for the appropriate classes in which they hold regular status. Probationary employees shall have their names returned to the eligible list, if available.

Employees who are laid off or displaced may request to have their names placed on recall lists for classes at the same or lower level that require essentially the same or lesser qualifications or for other classes in which the employees previously held regular status.

The names of employees laid off or displaced shall be placed on and certified from the recall list, in order of their seniority.

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. Otherwise, an employee's name shall remain on the recall list for two (2) years.

## **ARTICLE 20 - WORKWEEK**

### **20.01**

The standard workweek shall begin at 12:01 a.m. Monday and end midnight 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 (6) and seventh (7) 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**

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.

### **20.03**

A workweek shall not be changed for the purpose of avoiding payment of overtime; provided, however, that a change in workweek to provide for training 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.

### **20.04**

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 20.01 above.

20.05

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.

20.06

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

20.07

At the option of the Employer, a job sharing program may be established for eligible employees in the bargaining unit. Establishment and/or dissolution of such program, as well as determinations of eligibility, selection, scheduling, division of compensation and benefits, etc., shall be the sole discretion of the Director of the Department of Personnel/Human Resources or his or her designee. In the event the program is dissolved, reasonable notice not to exceed two (2) calendar weeks will be provided to the affected employees.

## **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 10:30 a.m. and 7:00 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.

**21.02 Shift Premium**

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

### **21.04 Lunch Periods**

Past practice notwithstanding, all employees scheduled on five (5) day operations will be required to work a forty hour workweek. The lunch period shall be one (1) hour with one-half (1/2) hour paid and one-half (1/2) hour unpaid. Employees working seven (7) day, and three (3) shift operations will work eight (8) hours and receive a paid one-half (1/2) hour 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 schedule as follows:

- a. For all hours of work performed in excess of eight (8) hours in any one (1) workday.
- b. For all hours of work performed on the sixth (6th) day of the employee's workweek provided the employee is paid for the standard forty (40) hours in the workweek. If not, the sixth day will be compensated at straight time.

### **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 (7) day of the employee's workweek provided the employee is paid for the standard forty (40) hours in the workweek. If not, the seventh (7th) day will be compensated at straight time.
- b. For all work performed on an emergency basis on a day designated by this Agreement as an employee holiday. Emergency overtime shall be defined as work necessitated by any cause which could not have been foreseen by management at least twenty-four (24) hours in advance.

### 22.03

Overtime compensation shall be paid 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 bonafide emergencies. Bargaining unit employees shall be called to perform such work whenever possible.

### 22.06

Scheduled overtime, including Diabetic classes, and holiday premium hours, shall be divided as equally as possible among employees in the same classifications unless it is impractical to seek volunteers due to an emergency. An up-to-date list in seniority order showing overtime hours will be provided to the Association President and the Program Administrator.

Whenever overtime or overtime hours is required, the person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime or premium time hours. In such cases, they would be called on the basis of least hours of overtime or premium time in their classification, provided they are capable of doing the work.

When more than one employee has the least hours of overtime, the most senior employee is called first. For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work will be charged the average number of overtime or premium time hours of the employees working during that period. This provision does not apply when an employee is on an approved paid leave other than Workers' Compensation.

New employees shall be added to the list upon completion of probation and shall be given the average number of hours charged to other employees.

### 22.07

Employees who decline to work after accepting an overtime assignment shall be charged the average number of overtime hours of the employees working during that period. Upon the second occurrence of such declination by an employee, the employee's name will be removed from the overtime list for six (6) months.

#### 22.08

When there are not enough volunteers, overtime assignment shall be made according to inverse seniority.

#### 22.09 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. If called in to work on the second regularly scheduled off day or for emergency work on a holiday, rate of pay shall be as provided in section 22.02 of this Article.

#### 22.10

Call time shall not overlap other call time.

### ARTICLE 23 -TEMPORARY ASSIGNMENTS

#### 23.01

- 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.
- 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. An employee temporarily assigned to a higher classification shall receive an additional four percent (4%) per hour for each hour worked in lieu of the current pay practice.
- e. Disputes regarding assignments where the employee claims to be working in a higher classification shall be submitted for a final and binding decision to the Reclassification Appeal Board.

#### 23.02

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

#### 23.03

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.

#### 23.04

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 Labor Relations Division, or its designee, for approval and verification of compliance with this Agreement. No experience credits for temporary assignments will be given when scoring promotional examinations.

### **ARTICLE 24 - LEAVE WITHOUT PAY**

#### 24.01



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

- a. Because of physical or mental disability of the employee; or for the care of the employee's spouse, son or daughter, or parent who has a serious health condition; or following the birth or placement of a child for adoption or foster care;
- b. Because the employee has been elected or appointed to a public office;
- c. Because the employee is entering the unclassified or exempt 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 reason sufficient to warrant such leave of absence.

#### 24.02

An employee must exhaust all annual leave prior to the commencement of any leave without pay, except for leaves under 24.01 (a) and (c). 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.

#### 24.03

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 county service (one year equals 2080 hours of paid time in a twelve (12) month period) may be granted additional six month 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 not exceed twelve (12) weeks.

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.

An employee who is off work without pay for one complete pay period shall be required to apply for a leave of absence. The leave shall be considered effective beginning the first day the employee is off work for the purpose of computing the duration of the leave.

#### 24.04

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.

#### 24.05

Employees who are authorized to return to work from a leave without pay shall return to their former position if the leave without pay was for less than nine 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.

#### 24.06 Insurance Continuation

- a. Employees on leave in accord with Section 24.01 (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.

#### 24.07 Military Leave

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

24.08

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

## **ARTICLE 25 - BEREAVEMENT LEAVE**

25.01

Employees shall be granted time off from their duties with compensation to make burial arrangements and attend funeral services for members of their immediate family.

25.02

Bereavement leave shall be limited to three (3) workdays at any one time except that it may be extended to a maximum of five (5) workdays in the event that the funeral is to take place at a distance of over three hundred (300) miles from the City of Detroit. Such leave must be taken in conjunction with the funeral and shall not be cumulative.

25.03

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-grand parents, great-grandchildren, stepchildren, stepbrothers, stepsisters, half brothers and half sisters.

25.04

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.

25.05

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 funeral.

25.06

In the event that a holiday as defined in Article 26 of this contract occurs during the bereavement leave, the employee shall receive his or her regular pay for said 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.

25.07

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

## **ARTICLE 26 - HOLIDAYS**

26.01

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

Effective December 1, 2001, all employees of record on the date the County Executive signs this agreement will receive a day off for their birthday, subject to prior approval of management. All other employees must complete one year of continuous service before they are eligible. 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.

#### 26.02

On or before January 15th of each year, the Wayne County Executive 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.

#### 26.03

Any employee who has an unapproved absence on the first workday following the holiday shall forfeit said holiday, except special consideration may be given for extreme circumstances.

#### 26.04

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.

#### 26.05

Part-time employees who are not scheduled to work on a holiday shall not receive compensation for the 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. Part-time employees who work on a holiday shall be paid 200% of their regular straight time rate for all hours worked on said holiday.

#### 26.06

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

## 26.07

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.

- a. Except as provided in (b) below, and Article 22, section 22.02 (b), fulltime employees required to work on any holiday other than those enumerated in 26.07 above shall be paid in cash at the rate of one hundred twenty-five percent (125%) for all hours worked in addition to their regular pay for the holiday.
- b. Effective December 1, 1997, employees assigned to seven (7) day operations who are required to work on any holiday other than those enumerated in section 26.01 above, shall be paid in cash at the rate of one hundred twenty five percent (125%) for all hours worked in addition to their regular pay for the holiday. Employees shall be paid for unused holiday leave accumulated under previous agreements. Payment shall be made at straight time not more than sixty (60) days following execution of this Agreement by the County Executive.

## 26.08

Whenever one of the holidays enumerated in Section 26.01 above falls on a day which is a regular day off for a shift employee working in a seven-day operation, the employee shall be paid an additional eight (8) hours of straight-time at the employee's regular rate of pay. Whenever one of the holidays enumerated in Section 26.01 falls on a day which is a regular day off for a shift employee working in a seven-day operation, and the employee works that holiday, Section 26.07 shall apply.

## 26.09

Employees who work on a regularly scheduled afternoon or night shift on a holiday shall be entitled to shift differential pay for actual hours worked in accordance with 21.01 of Article 21. Employees shall not be entitled to shift differential pay for compensatory holidays taken off.

## 26.10

Upon separation of an employee from the service, the employee shall be paid at the time of separation for all unused accumulated holidays for which equivalent time off has not been allowed, however, that such unused holidays may not be accumulated for a total exceeding eighty hours (10 days).

26.11

For the purpose of this Article, except as provided in 26.01 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 27 - INSURANCE PROGRAM

Except where it is in conflict with the express terms of this agreement, the *Wayne County Health and Welfare Benefit Plan* ("the Plan") effective December 1, 2006 is hereby incorporated by reference.

### 27.01 MEDICAL INSURANCE

- A. During each open enrollment period, qualified employees will be eligible to select a medical plan among the available options listed below:
1. Preferred Provider Organization (PPO) [Table A]
  2. Health Maintenance Organization (HMO) [Table B]
  3. Traditional Indemnity 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 – Prescription Drug Plan]
- C. Active employees will be required to contribute toward the cost of healthcare as an hourly rate for the 2007-2008 plan years based on the following schedule:

HOURLY CONTRIBUTION BASED ON 2080 ANNUAL HOURS	PRE-TAX HOURLY CONTRIBUTION	ESTIMATED POST-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

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

Contributions shall be made based on a 2080-hour work year and paid out of the first two (2) pays of each month. Employees on any type of leave of absence who continue to be enrolled in an Employer-sponsored healthcare plan shall be required to make the monthly contribution in order to maintain enrollment in the plan regardless of the number of hours actually paid or type of time used (e.g., regular, annual, sick, etc.). Overtime hours shall not be used to calculate contributions.

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

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

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

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.

- E. Qualified employees may select only one healthcare plan option. Selection and enrollment of a qualified employee and his or her eligible dependents in an available health plan will remain the responsibility of the employee.
- F. Health care coverage for eligible dependents will be in accordance with the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*.



- G. Spouses who are eligible for primary medical coverage through another Employer shall not be eligible for primary coverage through Wayne County.
- H. All new employees, rehired employees, re-employed and reinstated employees are required to participate in the plan of the County's choice for at least one year. Participation will begin the first of the month following the effective date of active service and will continue without election until completion of one year in the mandatory plan. This subsection will not apply to terminated employees reinstated through arbitration who were enrolled in an available plan prior to termination.
- I. 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.

#### **27.02 HEALTH CARE 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*.

#### **27.03 COORDINATION OF BENEFITS**

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

#### **27.04 VISION BENEFITS**

The County shall provide vision insurance coverage to each full-time, active employee and their eligible dependents.

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 an available vision benefit plan once every twenty-four (24) months as follows:

Vision Care Services	In-Network Coverage	Out-of-Network Coverage
<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>

**Plan Exclusions:**

- Non-prescription lenses;
- Two (2) pairs of glasses instead of bifocals;
- Lenses and frames furnished under this plan that are lost or destroyed during the Plan Year;
- Parts or repair of frames not covered by the manufacturers' warranty;
- Medical or surgical treatment of the eyes;
- Drugs or medications;
- Corrective services, treatments and materials of an experimental nature;
- Services not visually necessary;
- Industrial (3mm) safety lenses and safety frames with side shields;
- Any services not specified by the Group.

**27.05 DENTAL PROGRAM**

The Employer shall provide at least one (1) dental plan, including a DMO dental plan option provided by Golden Dental, for each eligible active employee in the bargaining unit and his or her qualified dependents in accordance with the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*.

**27.06 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.

**27.07 LIFE INSURANCE**

The Employer shall pay the full premium for \$20,000 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 that retire from this bargaining unit.

**27.08**

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.

**27.09 WORKERS' COMPENSATION**

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

**27.10**

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.

#### 27.11

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 Energy, Labor & Economic Growth, Workers' Compensation Agency.

#### 27.12

Employees on workers' compensation shall be eligible to receive medical, optical, life, and dental insurance benefits for 18 months or less of continuous disability, subject to all applicable plan requirements.

#### 27.13

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

#### 27.14

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

#### 27.15 **LONG-TERM DISABILITY INCOME BENEFIT PLAN**

Members of the bargaining unit shall be covered by a long-term disability income protection plan which pays a member 60% of gross salary up to a maximum of \$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 30 calendar days of non-work related illness or disability, or the use of all sick time and vacation time, whichever occurs last. All other employees covered by the Long Term Disability Income Benefit Plan qualify for benefits after 60 calendar days of non-work related illness or disability or the use of all sick and vacation leave, whichever occurs last. The employee shall receive benefits under the terms and conditions of the Long term Disability Income Benefit Plan as may be amended.

#### 27.16

An employee disabled as a result of a work related injury is qualified to collect workers' compensation benefits. Payment of workers' compensation benefits precludes payment of long-term disability. If long term disability payments have been made subsequent to favorable adjudication of a workers' compensation claim, the employee will reimburse the County the dollar amount received during the disability period.

#### 27.17

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

#### 27.18

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

#### 27.19

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

#### 27.20

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, which is incorporated by reference.

#### 27.21

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 payments.

#### 27.22 **Optional Insurance**

Using payroll deduction, employees will have the option of securing additional insurance coverage through a program the County selects.

## ARTICLE 28 - VACATION LEAVE

### 28.01 Vacation Leave

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

### 28.02

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

### 28.03

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.

### 28.04

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

### 28.05

Vacation leave shall be earned as follows:

- | a. | <u>Upon Completion<br/>of Service Years</u> | <u>Annual Leave Hours Per<br/>Pay Period*</u> |
|----|---|---|
|    | Less than 5                                 | 4   |
|    | 5   | 5   |
|    | 10  | 6   |
|    | 15  | 7   |
|    | 20  | 8   |
- b. No employee shall earn a vacation leave credit in any pay period in which he/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 eligible vacation leave hours in any one (1) month.

#### 28.06

All part-time employees shall be entitled to vacation leave with pay on the same basis as provided in subsection 1 through 3 above in proportion to time actually worked.

#### 28.07

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

#### 28.08

Final decision as to whether any 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.

#### 28.09

No employee shall be permitted to accumulate vacation leave beyond that which he/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 of the year of separation plus whatever monthly earnings to which the employee is eligible between the preceding January 1 and the date of separation.
- b. The above provision is also modified in that, any employee shall be able to accumulate vacation leave above the maximum hours only if a pre-approved vacation was canceled due to operational needs of the Employer.

#### 28.10           **Scheduling of Vacations**

Employees shall inform their department head or designated departmental representative in writing by May 1 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 1 of each year shall forfeit the seniority preference. The vacation schedule shall be confirmed in writing not later than June 1 of each year.

28.11

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.

28.12

Final decision as to when any employee may take vacation leave shall rest with the Employer.

28.13

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

28.14

In accordance with the Civil Service Rules, Rule 13, Section I-N, an employee who is granted a leave of absence without pay, except for employees receiving workers' compensation or long term disability benefits, shall be required to use all accumulated annual leave prior to the commencement of the leave of absence without pay.

28.15

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

## **ARTICLE 29 - SICK LEAVE**

29.01



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 (2) 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 (2) pay periods worth of eligible sick leave hours in any one (1) month.

#### 29.02           **Primary Bank**

All employees who have a primary sick leave bank, as established in the 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 employees then current salary rate.

#### 29.03

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 January 1, 1984 dollar amount.
- b.     For retirement, the amount paid shall equal 75% of the January 1, 1984 dollar amount which may be credited toward an employee's final average compensation,
- c.     For termination, the amount paid shall equal 50% of the January 1, 1984 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 January 1, 1984 dollar amount which may be credited toward final average compensation for the calculation of survivor's benefits, if any.

#### 29.04

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 January 1, 1984 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; and,
- d. No portion of the cash payment shall be counted toward final average compensation.
- e. Payments shall be available for one (1) thirty (30) day period annually, beginning March 1, 1987 and every March 1<sup>st</sup> thereafter for the term of this Agreement.

#### 29.05

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

#### 29.06        **Secondary Bank**

All sick time earned in accordance with 29.01 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.

#### 29.07

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/her attendance on duty.

- c. Due to the illness of a member of the immediate family who requires his/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 Veteran's Administration for medical examination or other purposes relating to eligibility for disability pension or medical treatment.
- e. Because of illness or physical incapacity due to pregnancy or childbirth or following childbirth, provided that the employee submits a satisfactory statement from her physician of her inability to work.

#### 29.08

An employee absent for one of the reasons mentioned above shall inform the designated management representatives 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.

#### 29.09

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 medical reports from time to time on all sick leave in excess of 30 calendar days.

#### 29.10

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.

#### 29.11

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

29.12

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 used 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.

29.13

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.

29.14

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

29.15

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.

29.16

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

#### 29.17

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 equivalent of six (6) calendar months.

#### 29.18

Except as provided in 29.20 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 29.02 through 29.06.

#### 29.19

Continuous service shall mean employment without interruption or break. Layoffs, leaves of absence without pay, time off without pay and suspensions shall not be considered as breaks in service.

#### 29.20           **Personal Business Leave**

All full-time employees who have completed one year of service and have available sick leave in accordance with 29.01 or 29.25 of this article shall be entitled to utilize such sick leave for personal business leave not to exceed four (4) days in any one anniversary year. The anniversary year shall be defined as the date on which the employee is entitled to receive the three (3) annual leave days for non-use of sick leave. For employees in the Cash Plan Sick Leave Program, the one year period shall run from January 1 through December 31. For all others, the one year period shall run from April 1, through the following March 31.

#### 29.21

Personal business leave days shall be used at the employees' 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.

#### 29.22

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

#### 29.23

Personal business leave may be requested by an employee in increments of not less than one (1) hour.

#### 29.24

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 29.12 of this article.

#### 29.25 **CASH PLAN SICK LEAVE PROGRAM**

- A. A Cash Plan Sick Leave Program shall be adopted to begin effective January 1, 1998.
- B. Employees who were members of the bargaining unit prior to January 1, 1998, shall have the option of remaining under the sick leave plan provided in Section 29.01 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 29.01.
- 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. Employees in the

Cash Plan may use sick time only upon receiving credit of such time. 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 pro-rated 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 30 – RETIREMENT**

### **30.01 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 on or after December 1, 1990, but before December 23, 2002, shall be eligible to participate in Defined Contribution Plan No. 4 or the Hybrid Plan No. 5. Those employees who have previously selected Plan No. 4 may transfer to Plan No. 5 during the one-time transfer enrollment period (See Section 30.06). The Hybrid Plan No. 5 shall be mandatory for all new employees hired, and former employees re-employed, re-instated or rehired, on or after December 23, 2002.

Any employee hired on or after December 1, 1990 shall not be eligible for insurance and health care benefits upon retirement unless they retire with 30 or more years of credited service; however, effective December 23, 2002, eligible employees in Plan No. 4 may retire with insurance and health care benefits provided they have fifteen (15) or more years of service and are age sixty (60). Effective June 5, 2009, eligible employees in the Hybrid Retirement Plan (Plan No. 5) may also retire with insurance and health care benefits provided they have fifteen (15) or more years of service and are age sixty (60).

- D. Regardless of the Retirement Plan, all employees hired, rehired, re-employed and reinstated on or after June 5, 2009 will not receive nor be eligible for Employer-sponsored insurance and health care benefits upon retirement. However, these employees will be eligible to participate in the Employee Health Care Benefit Trust in accordance with Section 30.09(A) and the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*. Employees participating in the Employee Health Care Benefit Trust who retire from County employment may elect to purchase post-retirement health care insurance from the County at full rate cost, or purchase such insurance from a provider other than that provided by the County. This subsection (30.01(D)) will not apply to terminated employees reinstated through arbitration who were otherwise eligible for post-retirement health care prior to termination.
- E. Employees participating in a retirement plan offered by the County who were hired prior to June 5, 2009 must meet all age and service requirements to be eligible for post retirement insurance and health care benefits pursuant to the *Wayne County Health and Welfare Benefit Plan*.
- F. 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.
- G. Unless otherwise specified, 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. For employees in Plan No. 1 only, average final compensation shall be equal to 1/48 of the aggregate amount of compensation paid during the four (4) years of credited service in which the aggregate amount of compensation is greatest.
- H. 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 and health benefits upon satisfying normal age and service requirements for a deferred retirement pension.
- I. Effective the date of execution of this Agreement by the County Executive, and for no more than sixty (60) calendar days thereafter, employees in Retirement Plans 1 & 5 may purchase up to two (2) years of credited service toward retirement eligibility at total actuarial cost.



- J. Employees hired on or after the date of execution of this agreement by the County Executive are not eligible for a 13<sup>th</sup> check upon retirement.
- K. Unless otherwise specified, the terms and conditions of each Retirement Plan as indicated in the following provisions are effective beginning the date of execution of the this Agreement by the County Executive for members of the bargaining units retiring after that date.

**30.02 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 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. 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.
- E. Employees in Defined Benefit Plan No. 1 may transfer to the Hybrid Retirement Plan in accordance with Article 30.06(A)(2).
- F. Once an employee has elected to withdraw from Defined Benefit Plan No. 1, that employee may not return.

**30.03 Defined Benefit Plan No. 2**

Plan #2 is a closed Plan and is unavailable to new or transferring members.

### 30.04 Defined Benefit Plan No. 3

Plan #3 is a closed Plan and is unavailable to new or transferring members.

### 30.05 Defined Contribution Plan No. 4

- A. All employees who elect the Defined Contribution Plan 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 December 1, 2002, participants in Defined Contribution Plan No. 4 with twenty (20) or more years of credited service may contribute up to three percent (3%) of gross wages to the plan.
- 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 20 years of credited service; or at age 65 with eight years of credited service. Effective December 23, 2002, normal retirement shall also include fifteen (15) years of credited service at age 60.
- 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, except he or she may transfer to the Hybrid Plan No. 5 in accordance with Article 30.06(A)(2). Once an employee has elected to withdraw from Defined Contribution Plan No. 4, that employee may not return.
- G. Effective beginning December 1, 2002, Defined Contribution Plan No. 4 participants may contribute an additional 7.5% of gross wages to the Plan annually **with no matching County contribution**. The combined total

contribution that an employee may make to Plan No. 4 and to the Deferred Compensation Program (the 457 Plan) cannot exceed \$30,000.00 annually, and must otherwise conform to Internal Revenue Service Rules and Regulations.

- H. Effective June 5, 2009, eligible employees may receive a duty disability retirement benefit 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 #1. The employee will be required to surrender all 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.

### **30.06 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 December 23, 2002.
2. Employees hired, re-employed, re-instated or rehired prior to December 23, 2002 may elect to transfer from their current Retirement Plan to the Hybrid Retirement Plan during a one-time window period of sixty (60) calendar days following the date of execution of this Agreement by the County Executive. 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 window period or they will forfeit eligibility for transfer into the Plan.

For eligible employees electing 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 agreements using the final compensation multiplier of 2.0%, outlined in section 30.06(B)(2), below.

Transferring employees shall be responsible for the full actuarial cost of purchasing credited service. Once an employee elects to transfer to the new Hybrid Retirement Plan that employee may not return to his or her prior retirement 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 or eight (8) years of credited service at age 65 or thirty (30) years of credited service without an age requirement. Effective June 5, 2009, normal retirement shall also include fifteen (15) years of credited service at age sixty (60). An employee in Plan No. 5 hired prior to June 5, 2009 who retires with fifteen (15) years of service at age 60 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. 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.

Employees in the Hybrid Retirement Plan hired prior to the date of execution of this agreement by the County Executive shall continue to contribute one percent (1%) 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 W-2 compensation to the Retirement System. For purposes of the applicable employee contribution rate calculation, W-2 compensation shall include payouts of excess sick and annual leave.

4. Regarding deferred retirement, vesting shall occur upon completion of eight (8) years of credited service. The amount of retirement compensation shall be computed as normal retirement, but based on the actual number of years of credited service and average final compensation at the time of separation. The payment of retirement benefits shall begin at age sixty-five (65).
5. Eligible employees shall receive a duty disability retirement benefit. The amount of retirement compensation shall be computed as normal retirement with additional service credit granted from the date of retirement to age sixty (60). The total Plan 5 duty disability benefit, including that received under section 30.06(C)(4) below, shall not exceed seventy-five percent (75%) of the employee's average compensation as otherwise provided in Defined Benefit Plan #1. Payments of workers' compensation benefits will be used to reduce an employee's retirement compensation. No age or service requirements apply.
6. 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 separation. 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.

7. 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.
8. 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.

C. Defined Contribution Provisions:

1. All employees in the Hybrid Retirement Plan hired prior to 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 prior to the date of execution of this agreement by the County Executive, the Employer shall contribute two percent (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 Plan 5 contribution-side funds. The total Plan 5 duty disability benefit, including that received under section 30.06(B)(5) above, 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.

#### 30.07 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.

#### 30.08 Disability Retirement

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.

#### 30.09 Post-Retirement Health Care Benefit Trust

- A. Employee Health Care Benefit Trust

1. Except as provided below, employees hired on or June 5, 2009 shall not receive nor be eligible for Employer-sponsored insurance or health care benefits upon retirement.
2. Employees hired on or after June 5, 2009 shall 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 and conditions 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 prior to 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 Article 30.09(A) above.

## **ARTICLE 31 - UNEMPLOYMENT INSURANCE**

### **31.01**

The Employer shall be an Employing Unit under the terms of the Michigan Employment Security Act in the regular manner prescribed by the Michigan Department of Labor and Economic Growth, Unemployment Insurance Agency.

Upon separation from employment, the Employer will provide employees with information regarding unemployment benefits.

## **ARTICLE 32 - ASSOCIATION BULLETIN BOARDS**

### **32.01**

Employer agrees to furnish the Association adequate bulletin boards at such locations as shall be agreed between the Association and the department head. The boards shall be used only for the following notices: association meetings, association elections, association reports, association recreational and social affairs and rulings or policies of the International Association. Notices and announcements shall not contain anything of a political or partisan nature.

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

## **ARTICLE 33 - MILEAGE ALLOWANCE**

### **33.01**

#### **PRIVATE CAR MILEAGE REIMBURSEMENT**

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

First 300 miles - AAA published rate less .02/mile

Next 300 miles - AAA published rate less .03/mile

Over 600 miles - AAA published rate less .04/mile

### **33.02**

#### **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 the employee has no official work location) to a job, from job to job, and if directed back to the 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, shall 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.

33.03

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.

33.04

To be eligible for mileage reimbursement, 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 pay each monthly mileage allowance check no later than the second pay period of the month following the month in which it is incurred.

Employees shall also submit evidence of no-fault automobile liability insurance acceptable to the Employer.

**ARTICLE 34 – ECONOMIC IMPROVEMENTS**

34.01

It is agreed by and between the parties that all employees shall continue to be paid under the County Graded Salary Plan.

34.02           **2008 – 2009**

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

34.03           **2009 – 2010**

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

34.04           **2010 – 2011**

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

34.05

New employees in the classifications of dietitian and nutritionist will be paid a starting rate for up to three years of prior comparable experience as a dietitian or nutritionist during the five years immediately preceding induction into County service, as approved by the Department of Personnel/Human Resources.

34.06

Employees who obtain a Masters degree in Nutrition or a related field from a recognized college or university shall be eligible to receive a one time only bonus of five hundred dollars (\$500) during their tenure with the County of Wayne.

#### **ARTICLE 35 - SEVERABILITY CLAUSE**

35.01

If any article or section of this Agreement, or any Supplement thereto, should be held invalid by operation of Law or by Tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such Tribunal, the remainder of this Agreement and Supplement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article, section or supplement.

#### **ARTICLE 36 - TUITION REIMBURSEMENT**

36.01

##### **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.

### 36.02 Amount of Reimbursement

The refund will be one hundred percent (100%) of actual tuition but not more than fifteen hundred (\$1,500) per fiscal year. 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.

### 36.03 Eligibility For 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. 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, supplies, meals, travel cost, hotels, etc. This program covers seminar or conference registration fees only, except where other refunds are authorized by clear contractual language.

### 36.04 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.

### 36.05 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 their 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 stationary) 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 the 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.

### 36.06 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 any 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 37 – INDEMNIFICATION**

#### **37.01**

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

#### **37.02**

Upon receipt of notice of any civil claim or action, the employee shall immediately notify the Employer in writing. Failure to provide such notice as soon as practicable shall relieve the Employer of its obligations under this Article.

#### **37.03**

All employees must cooperate with the Corporation Counsel and any appointed attorney throughout all proceedings. Any non-cooperation by an employee, as determined by the Corporation Counsel, shall be cause for relieving the Employer of its obligations under this Article.

### **ARTICLE 38 - DEFERRED COMPENSATION**

38.01

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

### **ARTICLE 39 - RETURN OF COUNTY PROPERTY**

39.01

Employees who separate from County service shall return all County-issued items, for which they signed acknowledging receipt, within seven (7) days of such separation. Employees failing to return County property shall have appropriate payroll deductions taken to cover such loss.

### **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 - DRUG POLICY

### 41.01

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

### 41.02. 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 counseling or rehabilitation.
- B. Orders for testing will come from the Director or Deputy Director of the Department of Personnel/Human Resources or the Labor Relations Director. Orders for testing shall be documented in writing. Documentation shall include the reason for the order.
- C. An employee who refuses to submit to a drug test in accord with this policy shall be permanently removed from the County service.

### 41.03. 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.

**41.04. 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.

**41.05 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.

**41.06 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 42 - CONTRACTING AND SUB-CONTRACTING OF WORK**

**42.01**

Contracting and sub-contracting shall not be used for the purpose of demoting, laying off, or otherwise causing a reduction of the work week or a loss of wages of any bargaining unit employee.

**ARTICLE 43 - SUPPLEMENTAL AGREEMENT**

43.01

The parties agree to negotiate in good faith on mandatory subjects of bargaining not covered herein, and if mutual agreement is reached, that agreement shall be subsequently attached and made a part of this Agreement.

#### **ARTICLE 44 - ENTIRE AGREEMENT**

44.01

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

#### **ARTICLE 45 - SAVINGS CLAUSE**

45.01

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.

45.02

##### **Effective Date of Benefits 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.

45.03

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

## **ARTICLE 46 - SUCCESSOR CLAUSE**

### **46.01**

This Agreement shall be binding upon the employer's successor, assignees, or transferees, whether such succession, assignment or transfer 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 47 - TERMINATION OF AGREEMENT**

### **47.01            Ratification of this Agreement**

This Agreement will become effective as of 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 the Agreement.

### **47.02            Expiration Date**

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

### **47.03            Notice to Modify, Amend or Terminate**

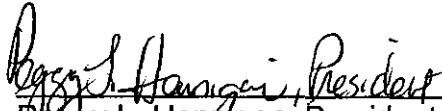
This Agreement shall continue in effect for successive yearly periods after September 30, 2011 unless notice is given in writing by either party at least sixty (60) days before September 30, 2011, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement.

### **47.04            Addressing of Notice**

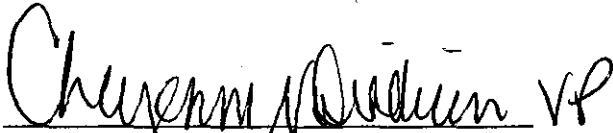
Notices will be sufficient if in writing and mailed to the parties at the following addresses. For the Association - c/o Peggy Hennigan, 850 Harcourt, Grosse Pointe Park, MI 48230. For Wayne County – Director of Labor Relations and Dispute Resolution Division, Guardian Building, 500 Griswold St., 23<sup>rd</sup> Floor, Detroit, Michigan 48226.

The parties executed this Agreement on the date the County Executive signed the Agreement.

**FOR THE ASSOCIATION:**


  
Peggy L. Hendigan, President

Date: 10-1-10

  
Cheyenne N. Diaduh, Vice President  
Dietitians and Nutritionists Assoc.

Date: 10/1/10

**FOR THE COUNTY:**

  
Mark D. Dukes, Director  
~~Dietitians and Nutritionists Assoc.~~ Labor  
Relations and Dispute Resolution  
Division

Date: 10/04/10

  
Robert A. Picano  
Wayne County Executive

Date: 11-5-10

**Approved by:**

Wayne County Commission

2010-591  
Resolution No.

Date: 11-3-10

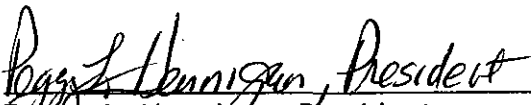
**MEMORANDUM OF AGREEMENT #1**  
**Between**  
**THE COUNTY OF WAYNE, MICHIGAN**  
**- And -**  
**DIETITIANS AND NUTRITIONISTS ASSOCIATION**  
**2008-2011 Collective Bargaining Agreement**

**RE:            AGENCY FEE PROCEDURE**

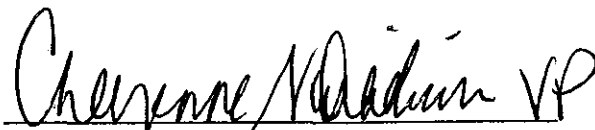
The parties recognize that a union wishing to collect agency shop service fees must adopt constitutionally adequate procedures. In accordance with the requirements of **Chicago Teachers Union v Hudson**, 475 US 292 (1986), the Association must adopt and utilize procedures which provide nonmembers with: (1) an adequate explanation of the basis for the Association'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 Association's service fee, the Association agrees to provide the County with a copy of the Association's current service fee collection procedures and to inform the County in writing that the Association 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.

**FOR THE ASSOCIATION:**


  
\_\_\_\_\_  
Peggy L. Hennigan, President  
Dietitians and Nutritionists Association

Date: 10-1-10

  
\_\_\_\_\_  
Cheyenne N. Diadiun, Vice President  
Dietitians and Nutritionists Association

Date: 10/1/10

**FOR THE COUNTY:**

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

Date: 10/1/10

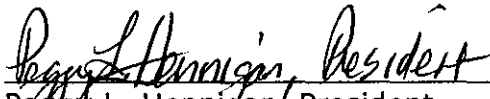
**MEMORANDUM OF AGREEMENT #2**  
**Between**  
**THE COUNTY OF WAYNE, MICHIGAN**  
**- And -**  
**DIETITIANS AND NUTRITIONISTS ASSOCIATION**  
**2008-2011 Collective Bargaining Agreement**

**RE: IMMUNIZATIONS AND MEDICAL TREATMENT**


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, provided it is necessary for their employment.

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.

**FOR THE ASSOCIATION:**


  
\_\_\_\_\_  
Peggy L. Hennigan, President  
Dietitians and Nutritionists Association

Date: 10-1-10

  
\_\_\_\_\_  
Cheyenne N. Djadjun, Vice President  
Dietitians and Nutritionists Association

Date: 10/1/10

**FOR THE COUNTY:**

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

Date: 10/04/10



**MEMORANDUM OF AGREEMENT #3**  
**Between**  
**THE COUNTY OF WAYNE, MICHIGAN**  
**- And -**  
**DIETITIANS AND NUTRITIONISTS ASSOCIATION**  
**2008-2011 Collective Bargaining Agreement**

**RE: SPECIAL DUTY NUTRITIONISTS - HEALTH DEPARTMENT**

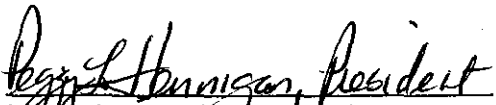
The parties recognize the need to maintain necessary nutritionist staffing levels at the Health Department and agree to establish the Special Duty Nutritionist classification subject to the following terms and conditions.

The Dietitians and Nutritionists Association, in an effort to assist the County of Wayne to provide for a solution to the shortage of nutritionists, agrees to the employment of Special Duty Nutritionists at the Health Department, subject to the following terms and conditions.


1. Special Duty Nutritionists are included in the recognition clause, Article 3.02 of this Agreement and shall pay dues in accordance with the Constitution of the Dietitians and Nutritionists Association and by-laws.
2. The following insurance benefits will cover Special Duty Nutritionists as required by law:
  - FICA (Social Security)
  - Workers' Compensation
  - Unemployment Compensation
3. No other benefits will be paid or credited to a Special Duty Nutritionist.
4. It is expressly understood that the Special Duty Nutritionists are not eligible for medical insurance, optical, dental, life, or any other insurance than noted above. The rate of compensation is predicated on the fact that Special Duty Nutritionists are not receiving insurance other than as provided by law.
5. Special Duty Nutritionists 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 nutritionists in the employ of the County of Wayne. The rate of pay is predicated on the fact that the Special Duty Nutritionists are not receiving benefit time of any type.
6. Special Duty Nutritionists will not be covered by any County retirement plan.
7. Special Duty Nutritionists will be paid at the rate of \$29.00 per hour (effective on the date the Wayne County Executive executes the 2008-2011 collective bargaining agreement) for all hours worked except as provided below. The rate of pay is predicated on the fact that the Special Duty Nutritionists are not receiving benefit time or insurance except as provided by law.
8. Special Duty Nutritionists will be paid one and one-half (1½) time for all hours worked over the forty (40) in a week or eight (8) hours in a day.

9. Special Duty Nutritionists cannot move from the Special Duty Nutritionists classification to the Nutritionist classification unless they make application through the Department of Personnel/Human Resources and subsequently resign the position of Special Duty Nutritionist.
10. Special Duty Nutritionists will not be used to displace regular senior (non-probationary) employees represented by the Dietitians and Nutritionists Association from their assigned positions.
11. Special Duty Nutritionists will not be used to erode or diminish regular employment within the Bargaining Unit and will be employed only when attempts to fill vacancies consistent with the provisions of paragraph 14 of this Memorandum of Understanding are unsuccessful.
12. Special Duty Nutritionists will be scheduled so as to allow preference scheduling of regular employees. Whenever possible, Special Duty Nutritionists will be assigned to specific work areas, assignments and hours.
13. The scheduling and use of Special Duty Nutritionists will be at the sole discretion of Management, but will not violate the provisions of paragraphs 10 and 11 of this Memorandum of Understanding.
14. Vigorous and frequent recruitment of regular status nutritionists shall be the preference for filling staffing requirements to provide a full time, experienced, orientated, trained, stable, and professional work force.
15. Orientation and training of Special Duty Nutritionists will take place during day time clinics when adequate supervision, greater staff, and more time is, available to accomplish this purpose.
16. Any Special Duty Nutritionist who fails to perform professionally and in adherence to established policies and protocols shall not be scheduled for continued employment.

**FOR THE ASSOCIATION:**


  
 Peggy L. Hennigan, President  
 Dietitians and Nutritionists Association

Date: 10-1-10

  
 Cheyenne N. Dfadiun, Vice President  
 Dietitians and Nutritionists Association

Date: 10/1/10

**FOR THE COUNTY:**

  
 Mark D. Dukes, Director  
 Labor Relations Division

Date: 10/04/10

**MEMORANDUM OF AGREEMENT #4**  
**Between**  
**THE COUNTY OF WAYNE, MICHIGAN**  
**- And -**  
**DIETITIANS AND NUTRITIONISTS ASSOCIATION**  
**2008-2011 Collective Bargaining Agreement**


**RE: SPECIAL DUTY COMMUNITY NUTRITIONIST ASSISTANT**

The parties recognize the need to maintain necessary nutritionist staffing levels at the Health Department and agree to establish the Special Duty Community Nutritionist Assistant classification subject to the following terms and conditions.

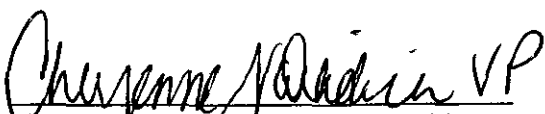
1. Special Duty Community Nutritionist Assistants are included in the recognition clause, Article 3.02 of this Agreement and will pay dues in accordance with the Constitution of the Dietitians and Nutritionists Association and by-laws.
2. The following insurance benefits will cover the Special Duty Community Nutritionist Assistants as required by law:
  - FICA (Social Security)
  - Workers' Compensation
  - Unemployment Compensation
3. No other benefits will be paid or credited to the Special Duty Community Nutritionist Assistants.
4. It is expressly understood that the Special Duty Community Nutritionist Assistants are not eligible for medial, optical, dental, life or any other insurance than noted above. The rate of compensation is predicated on the fact that Special Duty Community Nutritionist Assistants are not receiving insurance other than as provided by law.
5. Special Duty Community Nutritionist Assistants 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 nutritionists in the employ of the County of Wayne. The rate of compensation is predicated on the fact that Special Duty Community Nutritionist Assistants are not receiving benefit time of any type.
6. Special Duty Community Nutrition Assistants will not be covered by any County retirement plan.
7. Special Duty Community Nutritionist Assistants will be paid at the rate of \$21.00 per hour (effective on the date the Wayne County Executive executes the 2008-2011 collective bargaining agreement) for all hours worked except as provided below. The rate of pay is predicated on the fact that the Special Duty Community Nutritionist Assistants are not receiving benefit time or insurance except as provided by law.
8. Special Duty Community Nutritionist Assistants will be paid one and one-half (1½) time for all hours worked over the forty (40) hours in a week or eight (8) hours in a day.

9. Special Duty Community Nutritionist Assistants cannot move from the Special Duty classification to the Community Nutritionist Assistant classification unless they make application through the Department of Personnel/Human Resources and subsequently resign the position of Special Duty Community Nutritionist Assistant.
10. Special Duty Community Nutritionist Assistants will not be used to displace regular senior non-probationary) employees represented by the Dietitians and Nutritionists Association from their assigned positions.
11. Special Duty Community Nutritionist Assistants will not be used to erode or diminish regular employment within the Bargaining Unit and will be employed only when attempts to fill vacancies consistent with the provisions of paragraph 14 of this Memorandum of Understanding are unsuccessful.
12. Special Duty Community Nutritionist Assistants will be scheduled so as to allow preference scheduling of regular employees. Whenever possible, Special Duty Community Nutritionist Assistants will be assigned to specific work area, assignments and hours.
13. The scheduling and use of Special Duty Nutritionist Assistants will be at the sole discretion of Management, but will not violate the provisions of paragraphs 10 and 11 of this Memorandum of Understanding.
14. Vigorous and frequent recruitment of regular status Community Nutritionist Assistants will be the preference for filling staffing requirements to provide for a full time, experienced, orientated, trained, stable, and professional work force.
15. Orientation and training of Special Duty Community Nutritionist Assistants will take place during daytime clinics when adequate supervision, greater staff, and more time is available to accomplish this purpose.
16. Any Special Duty Community Nutritionist Assistant who fails to perform professionally and in adherence to established policies and protocols will not be scheduled for continued employment.

**FOR THE ASSOCIATION:**

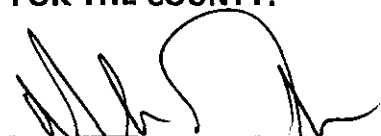
  
 \_\_\_\_\_  
 Peggy L. Hennigan, President  
 Dietitians and Nutritionists Association

Date: 10-1-10

  
 \_\_\_\_\_  
 Cheyenne N. Dadiun, Vice President  
 Dietitians and Nutritionists Association

Date: 10/1/10

**FOR THE COUNTY:**

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

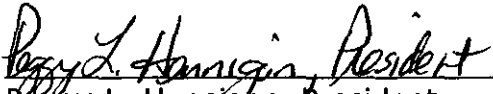
Date: 10/1/10

**MEMORANDUM OF AGREEMENT #5**  
**Between**  
**THE COUNTY OF WAYNE, MICHIGAN**  
**- And -**  
**DIETITIANS AND NUTRITIONISTS ASSOCIATION**  
**2008-2011 Collective Bargaining Agreement**


**RE: TEAM LEADER – PUBLIC HEALTH NUTRITIONIST**

Effective the date of execution of the 2008-2011 collective bargaining agreement by the Wayne County Executive, employees in the classification of Public Health Nutritionist Consultant who are required to function in the capacity of Team Leader will receive additional compensation of one dollar (\$1.00) per hour of actual work as a Team Leader.

**FOR THE ASSOCIATION:**


  
\_\_\_\_\_  
Peggy L. Hennigan, President  
Dietitians and Nutritionists Association

Date: 10-1-10

  
\_\_\_\_\_  
Cheyenne N. Diadiun, Vice President  
Dietitians and Nutritionists Association

Date: 10/1/10

**FOR THE COUNTY:**

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

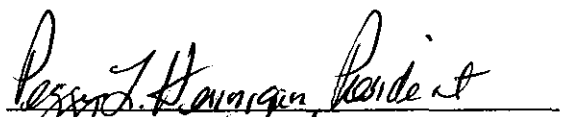
Date: 10/04/10

**MEMORANDUM OF AGREEMENT #6**  
**Between**  
**THE COUNTY OF WAYNE, MICHIGAN**  
**- And -**  
**DIETITIANS AND NUTRITIONISTS ASSOCIATION**  
**2008-2011 Collective Bargaining Agreement**

**RE: PUBLIC HEALTH NUTRITIONIST – REIMBURSEMENT FOR ANNUAL CDR, ADA and MDA REGISTRATION MAINTENANCE FEES**


Effective the date of execution of the 2008-2011 collective bargaining agreement by the Wayne County Executive, full-time employees in the classification of Public Health Nutritionist Consultant who are required to have certification or credentialing from the Commission on Dietetic Registration (CDR), the American Dietetic Association (ADA), or the Michigan Dietetic Association (MDA) will be eligible for reimbursement of the applicable annual registration maintenance fees in accordance with the Tuition Reimbursement provisions (Article 36) of the parties collective bargaining agreement.

**FOR THE ASSOCIATION:**

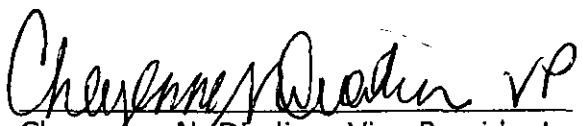
  
\_\_\_\_\_  
Peggy L. Hennigan, President  
Dietitians and Nutritionists Association

Date: 10-1-10

**FOR THE COUNTY:**

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

Date: 10/04/10

  
\_\_\_\_\_  
Cheyenne N. Diadiun, Vice President  
Dietitians and Nutritionists Association

Date: 10/1/10

**TABLE A**

**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 co-pay	\$100 co-pay
<b>Ambulance</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Physician Office (not including vision and hearing)</b>	\$20 co-pay	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 including flat copays for emergency medical services and physician office visits)</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 B**

**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 co-pay	\$100 co-pay
<b>Ambulance</b>	Covered at 100%	Covered
<b>Physician Office Services (including preventative care services; not including vision and hearing)</b>	\$20 co-pay for visit	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 co-pay 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 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

**TABLE C (cont.)**

**TRADITIONAL INDEMNITY MEDICAL PLAN OPTION (cont.)**

<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**

**Deductibles, copays and dollar maximums**

**Note:** Services without a PPO network and emergency services are covered at the in-network level. **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.** 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.

<b>Deductibles</b> <i>Note: 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.</i>	\$1,250 for a one-person contract or \$2,500 for a family contract (2 or more members) each calendar year (no 4 <sup>th</sup> quarter carry-over)	\$2,500 for a one-person contract or \$5,000 for a family contract (2 or more members) each calendar year (no 4 <sup>th</sup> quarter carry-over)
	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>		
Fixed dollar co-pays	None	None
Percent co-pays	10% of approved amount	30% of approved amount
<b>Co-pay dollar maximums</b>		
Fixed dollar co-pays	Not applicable	Not applicable
Percent co-pays	\$1,000 for a one-person contract or \$2,000 for a family contract (2 or more members) each calendar year	\$2,000 for a one-person contract or \$4,000 for a family contract (2 or more members) each calendar year
<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	

**Preventive care services -**

Health maintenance exam - includes chest X-ray, EKG, cholesterol screening and other select lab procedures	Covered - 100% (no deductible or co-pay), one per member per calendar year	Not covered
Gynecological exam	Covered - 100% (no deductible or co-pay), one per member per calendar year	Not covered
Pap smear screening - laboratory and pathology services	Covered - 100% (no deductible or co-pay), one per member per calendar year	Not covered
Well-baby and child care	Covered - 100% (no deductible or co-pay) 6 visits, birth through 12 months 6 visits, 13 months through 23 months 2 visits, 24 months through 35 months 2 visits, 36 months through 47 months 1 visit per birth year, 48 months through age 15	Not covered
Childhood immunizations as recommended by the Advisory Committee on Immunizations Practices and the American Academy of Pediatrics	Covered - 100% (no deductible or co-pay)	Not covered

**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

**Physician office services**

Office visits	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Outpatient and home medical care visits	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Office consultations	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Urgent care visits	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible

**Emergency medical care**

Hospital emergency room	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Ambulance services – must be medically necessary	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible

**Diagnostic services**

Laboratory and pathology services	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Diagnostic tests and x-rays	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
Therapeutic radiology	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible

**Maternity services provided by a physician**

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	

**Hospital care**

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies <b>Note:</b> Non-emergency services must be rendered in a <b>participating</b> hospital.	Covered – 90% after in-network deductible	Covered – 70% after out-of-network deductible
	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.)**

**Alternatives to hospital care**

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>	

**Surgical services**

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

**Human organ transplants**

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

**Mental health care and substance abuse treatment**

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.)**

**Other covered services**

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>	