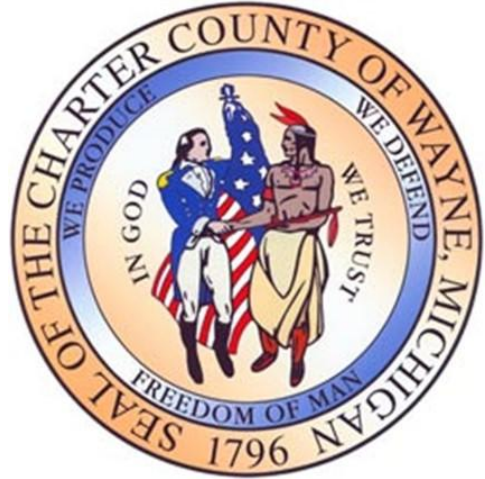


BARGAINING AGREEMENT BETWEEN



***Warren C. Evans
County Executive***

- AND -

***AFSCME MICHIGAN
LOCALS 1862, 2057 AND 2926
SUPERVISORS***

**October 1, 2023 through
September 30, 2027**

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ARTICLE 1 -- AGREEMENT

1.01

This Collective Bargaining Agreement (hereinafter referred to as this "Agreement") is entered into between the County of Wayne, Michigan, (hereinafter referred to as the "Employer"), and Local 1862, Local 2057, and Local 2926 affiliated with AFSCME Michigan of the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE 2 -- PURPOSE AND INTENT

2.01

The 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 benefit of the Employer, its Employees, and the Union.

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 Union's success in rendering services to the public.

2.03

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

2.04

The parties recognize that the Employer and the Union are legally and morally obligated to guarantee to all a fair and equal opportunity for employment and, to these ends, agree that no persons shall be denied employment, or membership in the Union, nor in any way be discriminated against because of sex, age, race, color, creed, height, weight, genetic information, national origin, political or religious beliefs, disability, marital status, and as otherwise provided by law.

2.05

The Employer and the Union support the rights of all people to work in an environment free from harassment, including bullying. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights of others.

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 Union 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 units.

3.02

The bargaining units shall consist of all Employees of the Employer holding positions in classifications designated in Appendix A. New classes may be added thereto by agreement between the parties.

3.03

Limited Term and Temporary County Employees, appointed to positions listed in Appendix A, shall not be employed more than six (6) months, except by mutual agreement between the parties to this Agreement.

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 Union.

4.02

The Union agrees not to make agreements with any other union for the purpose of coercing the Employer.

ARTICLE 5 -- UNION SECURITY

5.01

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be given the opportunity to

continue membership in the Union 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 Union at the time it becomes effective and who have been employed for a period of thirty (30) days, shall, commencing with the first biweekly payroll period thereafter, and for the duration of this Agreement, have the opportunity to pay to the Union monthly dues or a service charge in an amount determined by the Union in accordance with the provisions of the Hudson/Beck requirement and applicable law as a contribution toward the administration of this Agreement.

5.03

Employees covered by this Agreement who are not members of the Union 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 shall, commencing with the first biweekly payroll period thereafter and for the duration of this Agreement, have the opportunity to pay to the Union monthly dues or the service charge defined in 5.02 above.

5.04

Once a month, the Employer will furnish each Local Union with the name, Department, classification, and date of hire of each new Employee. This information may also be transmitted electronically to AFSCME Michigan.

5.05

The provisions in this Article shall be enforced consistent with PA 349 of 2012.

ARTICLE 6 -- PAYMENT OF UNION DUES

6.01

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

An Employee's written authorization for Union membership dues deduction will remain in full force and effect during the term of this Agreement, unless revoked by written notice, executed by the Employee, received by the Department of

Personnel/Human Resources and the Union at any time, consistent with the Authorization for Union Deduction form which the Employee had executed, irrespective of Union membership.

6.02

Deductions shall be made only in accordance with the provisions of said Authorization for Union Deduction form. A properly-executed copy of such Authorization for Union 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 Union Deduction forms which are incomplete or in error will be returned promptly to the Local Union Financial Secretary by the Employer.

6.03

An Employee who has filed an Authorization for Union Deduction form and who, by reason of transfer, promotion, demotion, displacement, recall from layoff, or otherwise, moves from one AFSCME Michigan Local Union jurisdiction to another Council 25 Local Union jurisdiction, as established by the Union, shall be required to submit a new Authorization for Union Deduction form bearing the appropriate Local Union designation.

6.04

Deductions for each calendar month shall be remitted to the designated financial officer for AFSCME Michigan, within fifteen (15) days after the date of deduction, with a listing of Employees for whom said deductions were made. This information may also be transmitted electronically to each Local Union.

6.05

The Employer shall not be liable to the Union 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 Union will defend, indemnify, and save harmless the Employer from any and all claims, demands, suits, or other liability by the Employer for the purpose of complying with this Article.

6.06

The provisions in this Article shall be enforced consistent with P.A. 349 of 2012.

ARTICLE 7 -- PAYMENT SERVICE CHARGE

7.01

The County agrees to deduct Union service charges from the wages of any Employee who executed or executes an Authorization for Deduction of Service Charge form and who, by reason of transfer, promotion, demotion, displacement, recall from layoff, or otherwise, moves from one AFSCME Michigan Local Union jurisdiction to another AFSCME Michigan Local Union jurisdiction, as established by the Union, shall be required to submit a new Authorization for Deduction of Service Charge form bearing the appropriate Local Union designation if they choose to continue paying the service charge.

An Employee's written authorization for Union service charge deduction will remain in full force and effect during the term of this Agreement unless revoked by written notice, executed by the Employee, received by the Department of Personnel/Human Resources and the Union at any time, consistent with the Authorization for Deduction of Service Charge Form which the Employee had executed, irrespective of Union membership.

7.02

Deductions for each calendar month shall be remitted within fifteen (15) days after date of deduction, to the designated financial officer for AFSCME Michigan, with a listing of Employees for whom said deductions were made with a copy of the information transmitted to the Local.

7.03

The Employer shall not be liable to the Union 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 Union 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.

7.04

Original language in the Agreement expired September 30, 2014 shall be reinserted if permitted by law upon repeal of P.A. 349 of 2012.

7.05

Payment of Service Charge provisions shall be enforced and interpreted consistent with P.A. 349 of 2012 ("the Act") and with the decision of the United States Supreme Court in *Janus v. AFSCME*, decided June 27, 2018.

ARTICLE 8 -- MANAGEMENT RIGHTS

8.01

The management of the County and its Departments is vested in the Wayne County Executive. 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 actions. 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 purposes of this Agreement, the Director of Personnel/Human Resources shall act as the designee of the Employer.

ARTICLE 9 -- REPRESENTATION

9.01

All Union officials seeking to conduct any Union business on-site or off-site during their assigned work time will adhere to the following:

- A. Complete the following information on a Union Business Leave form and submit the form to their immediate supervisors:
 - 1. Union member name.
 - 2. Union office held.
 - 3. Request leave period including dates and times (from what date and time, to what date and time).
 - 4. Location of meeting (address).
 - 5. Reason for leave (union business leave type, i.e., discipline, grievance)

investigation/preparation/meetings,
arbitration, negotiations, special conference,
administrative duties, etc.).

- B. Submit the information to supervisor at least twenty-four (24) hours prior to when leave needed or as soon as Union business is known to the Union official.
- C. Approval or disapproval will be given by the end of the next business day following the request, or sooner, when possible, but at least one (1) hour prior to the mentioned Union business.
- D. Document on time sheet any Union business time using payroll code "UNB."
- E. Approval of Union business leave requests shall not be unreasonably denied by the Employer.

9.02 **Stewards**

It is mutually agreed that for the purpose of operating under this Agreement, Employees shall be entitled to representation by designated stewards on an area basis.

9.03 **Local 1862 Stewards**

Stewards at large	2
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9.04 **Local 2057 Stewards**

Forestry	1
Central Maintenance	1
Wayne Yard	1
Goddard Yard	1
Norton Yard	1
Wyoming Yard (Hoover)	1
Expressway Yard (Hern)	1
Sibley (New Boston Yard)	1
Parks	1

9.05 Local 2926 Stewards

Four (4) stewards, two (2) for Unit I and two (2) for Unit II, each unit having one (1) steward working at and representing downtown, and one working at and representing field operations.

9.06

When a steward is temporarily assigned a position above the bargaining unit or is unavailable for a period of eight (8) or more hours during their regularly scheduled work shift, the alternate or assistant shall assume the stewards' responsibilities and shall have the authority to act on their behalf.

9.07

It is mutually recognized that the principle of proportionate representation is a sound and equitable basis for determining the number of stewards in each Local Union covered by this Agreement. Stewards shall be regular full-time Employees.

9.08

The number of stewards allowed for each Local Union shall be the subject of continuing negotiations between the Employer and the Union.

9.09

Each Local Union shall maintain a current list of stewards for each designated area and shall furnish the Employer, or appropriate Management representative, with a copy of same. In the event the work assignment of a steward shall be changed to another designated area, the steward shall be replaced by a steward selected by the Local Union from the designated area as herein provided. The Local Union shall give notice in writing to the Employer or the appropriate Management representative of such replacement not less than forty-eight (48) hours prior to the steward assuming their duties.

9.10

The Employer shall furnish the Union with a corresponding representative list for each designated area. In the event there should be changes in representatives for the Employer, the Employer will notify the Union, in writing, of such change not less than forty-eight (48) hours prior to the representative assuming their duties.

9.11

Stewards, during their work hours, without loss of time or pay, may investigate reported grievances within their designated area and present said grievances to the Employer or the appropriate Management representative. Before entering upon such union business, stewards shall give notice to and receive approval from the designated supervisor, or in their absence, the designated alternate supervisor; and a list of same will be provided to the Union within thirty (30) days upon signing of this Agreement. The Union shall be notified of any changes of said list forty-eight (48) hours prior to a new supervisor or alternate assuming the duties as provided in this Section. 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 proper subject for a special conference as provided by this Agreement.

9.12 **Committeepersons**

Each Local Union covered by this Agreement shall be entitled to representation by Union committeepersons on the following basis:

Local 1862 – One (1)

Local 2926 – One (1)

Local 2057 – One (1)

9.13

All committeepersons shall be full-time regular Employees in a bargaining unit within the jurisdiction of the respective Local Unions. The Employer or appropriate Management representative shall be promptly notified of the selection of the committeepersons by each Local Union as herein provided or of any subsequent replacement.

9.14

Committeepersons shall report daily to their regularly scheduled work assignment unless prior approval is given by the appropriate Management representative.

9.15

Committeepersons may investigate and process a reported Employee grievance at the appropriate Management level without loss of time or pay if the area steward is unable to resolve the alleged complaint with the immediate supervisor. Before entering upon such Union business, committeepersons shall give notice to and receive approval from the appropriate Management representative for release from their work assignment for such time as may be necessary to conduct Union business. Approval shall not be unreasonably

withheld, nor shall this provision be abused. Any alleged abuse by either party will be a proper subject for a special conference, as provided by this Agreement.

9.16

The President of each Union may call upon a Local Union committeeperson for assistance in processing grievances involving the interpretation or application of this Agreement or for the purpose of reaching a prompt settlement of group or policy grievances.

9.17

Stewards and committeepersons shall not be reassigned to another work area or shift during their term of office except by agreement between the Union and the Department Director.

9.18

Stewards and committeepersons shall be retained in their work areas and shifts for representation purposes during layoff, regardless of seniority, as long as there is work to be performed within their classification.

9.19 **Local Union Presidents**

The President of the Local Union may request and be granted time off without loss of pay to present grievances involving the interpretation or application of this Agreement to the Division of Labor Relations or appropriate Management representative as outlined in the grievance procedure.

9.20

The President may attend the meetings of County Boards, Commissions, and Committees when matters are related to the Local Union. Prior notice and approval must be obtained by the President before such time off will be approved. Approval shall not be unreasonably withheld, nor shall this provision be abused.

9.21

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

9.22

It is understood between the parties that for the purpose of maintaining continuity in representation of Employees at the higher level of the bargaining unit structure, the Vice-President will serve as the alternate to the Local President and committeeperson. It is further understood that the Vice-President will only function in the absence of the President or committeeperson on occasions when the absences exceed continuous periods of one (1) week, or shorter periods when mutually agreed upon.

9.23

All other requests for leaves of absence by a Local Union President shall be processed in accordance with the provisions of the personnel procedures of the Employer as may be subsequently amended or changed by the terms of this Agreement or Memorandum of Agreement between the parties.

9.24 **Bargaining Committee**

The Employer will recognize a collective bargaining committee of representatives of all affiliated Locals and Units of AFSCME Michigan covered by this Agreement. The actual number of bargaining committee members shall be fixed by mutual agreement based upon the makeup of the bargaining unit.

9.25

Employees who are elected as delegates to conventions of the AFSCME International Union, AFSCME Michigan, Michigan State AFL-CIO, or the Detroit Metropolitan AFL-CIO shall be allowed time off with pay to attend such conventions, not to exceed five (5) work days per calendar year for all conventions attended.

9.26

Employees who are selected to represent their Local Unions at Union conferences sponsored by the AFSCME International Union, AFSCME Michigan, Michigan State AFL-CIO, or the Detroit Metropolitan AFL-CIO may, upon written approval of the Labor Relations Director or their designee, be allowed time off with pay to attend such conferences. Employees can be off with pay for up to five (5) work days per calendar year for all conferences attended.

9.27

Members of the Union elected to Local Union positions or selected by the Union to perform work which takes them from their employment shall, at the written request of the Union, receive leaves of absence without pay for the term of

office or appointment and upon return shall be re-employed at work in their previous classification with accumulated seniority.

9.28

Those members elected or selected to perform work for the Union that takes them from their employment will have the option of allowing any accumulated annual leave bank to be frozen during their leaves.

9.29

An Employee shall pay to the Wayne County Employees' Retirement System the required Employee contribution in addition to the Employer's required contribution during the time said Employee is on approved Union leave.

ARTICLE 10 -- GRIEVANCE PROCEDURE

10.01

In the event differences should arise between the Employer and the Union 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 procedures:

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 Employees' 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 units.

10.04

The Union shall, within fourteen (14) calendar days of the date of the alleged violation or the Employee's knowledge of its occurrence, have the right to commence a grievance at the level of Management causing the alleged grievance. Grievances involving disciplinary actions more severe than a written reprimand shall be commenced at Step 3 of the grievance procedure. However, probationary Employees (new hires) 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 or the Union, the Union may file a policy grievance. When two (2) or more Local Unions file a joint policy grievance, it shall be commenced at Step 4. The joint policy grievance should include the grievance numbers of the unions involved.

It is understood between the parties hereto that any of the time periods at any Step of the grievance procedure provided herein may be extended by mutual agreement in writing, and further, that calendar days shall not include holidays.

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.

The Union agrees that Management has the right to implement an online grievance submission process and require that all Step 4 grievances be submitted via such process. If Management seeks to expand the requirement beyond Step 4 grievances, it will meet and confer with the Union prior to doing so.

Step 1:

The Employee, with the Union steward, or the Union representative acting alone but 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 and shall orally respond to the Union representative within seven (7) calendar days.

Step 2:

If the grievance or dispute is not satisfactorily settled by discussion, it shall be presented in writing by the Union representative to the designated Step 2 representative within seven (7) calendar days after the Step 1 response was due. The aggrieved Employee and/or the Union steward shall be given a reasonable time, during work hours, to prepare the written grievance. All written grievances shall specifically describe the nature of the complaint, the date the alleged grievance occurred, the identity of the Employee or Employees involved, and the provisions of this Agreement the Union 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 steward, unless the grievance is a policy grievance.

The Step 2 representative shall, within seven (7) calendar days of receipt of the written grievance, meet and discuss the grievance with the Union President or Union representatives. Within seven (7) calendar days from the date of said

meeting, the Step 2 representative shall respond in writing to the Union representative who submitted the grievance.

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 Union to the designated Step 3 representative within seven (7) calendar days after the Step 2 response is received. The designated Step 3 representative shall, within seven (7) calendar days, meet and discuss the grievance with the Union President or Union Representative or designated representative. The designated Step 3 representative and the Union may mutually agree to waive, in writing, the Step 3 hearing. In such case, the Union may proceed to Step 4.

Within seven (7) calendar days from the date of said meeting, the designated Step 3 representative shall respond in writing to the grievance with a copy to the Local Union President.

Step 4:

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

The written grievance shall be submitted, along with a letter of appeal from the Local Union president and copies of all previous responses, within fourteen (14) calendar days after the Step 3 response is received.

The Labor Relations Division's Step 4 representative shall, within fourteen (14) calendar days of receipt of the grievance meet with the Union President and not more than two (2) representatives of the Union to discuss the grievance. Within fourteen (14) calendar days, the Labor Relations Division representative shall then submit to the Union, 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. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. Such notice shall be given within thirty (30) calendar days of receipt of the Step 4 answer. Except as otherwise provided herein, grievances shall be heard in accordance with the published rules of the

American Arbitration Association and expenses of the arbitrator shall be shared equally by the parties.

- B. If the Labor Relations Division answers a Step 4 grievance more than thirty (30) calendar days past the initial deadline or any subsequently agreed upon extension, the Employer shall pay the expenses of the arbitrator if that grievance proceeds to arbitration.
- C. Within thirty (30) calendar days after the execution of this Agreement, the parties shall convene and mutually select a panel of six (6) arbitrators to serve as permanent arbitrators. An arbitrator will be selected by letters sent to three (3) arbitrators on the permanent panel, based upon the date they were last selected to decide an arbitration case, soliciting their available dates. The arbitrator with the earliest hearing date that mutually works for the parties will be selected. If an arbitrator is not selected within sixty (60) calendar days from the notice of intention to arbitrate, the grievance will be considered settled based on the last Management answer to the grievance.

The Union must confirm, in writing, the Local's notice of intent to arbitrate within sixty (60) calendar days of the notice being sent to the Employer. If the Union fails to confirm its intent as set forth herein, the grievance will be considered resolved based on the last Employer response.

- D. Either party may, with sixty (60) days' notice, remove an arbitrator from the panel. Once an arbitrator has received written notice that said services are terminated, they shall not hear any further cases. However, the arbitrator shall render decisions on all cases that have been heard prior to receiving such notice.
- E. Failure by the Union 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.
- F. Any grievance timely filed for arbitration in accordance with subsection A above, shall be presented for scheduling to the Labor Relations Division by the AFSCME Michigan, and scheduled for arbitration by agreement of the parties, within twelve (12) months from the date of Labor Relations' receipt

of the AFSCME Michigan's notice for arbitration or the grievance shall be considered resolved in accordance with the disposition issued by the Labor Relations Division.

- G. The arbitrator 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, inconsistent with modifying, or varying, in any way, the terms of this Agreement; or granting any wage increases or decreases.
- H. 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 Employer, on the Employee or Employees, and the Union.
- I. At the arbitration hearing, the grievant, a Local representative, and not more than two witnesses shall not lose pay for time off the job while attending the arbitration proceedings.
- 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 fourteen (14) calendar days from the written grievance except in cases of improper recall in which case the Employee will be made whole. All claims for back wages shall be limited to the amount of wages that the Employee otherwise would have earned, less any compensation received for employment or unemployment compensation obtained subsequent to removal from the payroll of the Employer.
- L. 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.
- M. Unless specifically stated in that agreement, a Last Chance Agreement will not be subject to arbitration, for matters that are within the subject of that agreement.

ARTICLE 11 -- DISCIPLINARY PROCEDURE

11. 01

Employees shall not be subject to any form of discipline except for just cause. If the Union determines to appeal any disciplinary action, it shall file a grievance in accordance with Article 10. The disciplinary process should normally take place within fifteen (15) days following the Department's knowledge of the incident that is the basis for the discipline.

In any investigatory hearing, the Employee under investigation may request a Union representative.

Whenever an investigation does not result in disciplinary action, that conclusion shall be communicated to the Employee(s) under investigation in writing.

11.02

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

11.03

Before any Employee shall be required to make any written statement or written reply pertaining to any alleged misconduct on their part, the matter shall first be discussed between the Employee, the Union representative, and the supervisor. The Employee shall have twenty-four (24) hours after such meeting to make the written statement, with a copy furnished to the Union 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 their 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 Union will be notified at the time the case is suspended when the discipline hearing shall take place. This notice will allow the Union to do its investigation into the matter before discipline is issued.

11.06

The Steward or another representative of the Union shall be present at the time an unsatisfactory annual performance evaluation is issued or disciplinary action is imposed and shall represent the Employee at the time of the final annual unsatisfactory performance evaluation or all levels of disciplinary proceedings. All annual unsatisfactory performance evaluations or disciplinary actions shall be subject to the grievance procedure; provided, however, oral or written reprimands shall not be subject to arbitration.

11.07

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

- A. Oral Reprimand;
- B. Written Reprimand;
- C. Suspension, or Demotion (not to exceed three (3) months);
and
- D. Removal or Discharge.

11.08

It is the intent of the Employer to provide an Employee with notice of unsatisfactory performance or improper conduct and set expectations for improvement. Nothing in this Section shall prevent the Employer from taking appropriate disciplinary action, without regard to progressive discipline, when the offense is deemed to be serious in nature.

11.09

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

11.10

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

11.11

There shall be one official personnel file.

11.12

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

11.13

When initiating a disciplinary action on a current charge, the Employer shall not take into consideration any prior discipline if the Employee has been free of documented disciplines for twenty-four (24) months from the date of the last prior discipline.

11.14

Upon written request, to the Department of Personnel/Human Resources, an Employee may review their official personnel file in the Department of Personnel/Human Resources once every six (6) months. Such a request shall be complied with within five (5) workdays.

11.15

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

11.16

Employees charged with the commission of any felony or of a misdemeanor involving criminal immoral conduct during work hours or related to work location or job responsibility shall have the circumstances unilaterally reviewed by the Employer. After said review, the Employee may be:

- Suspended with or without pay pending investigation
- Terminated, or
- Reassigned to a less sensitive position pending the judicial determination of said charge at the trial level.

If the Employee is reassigned to a less sensitive position, the Employee's pay will be adjusted accordingly.

11.17

An Employee placed on administrative leave shall remain available for contact by the County, either by telephone and/or e-mail, and must be able and available to report to the Employer during the County's normal business hours while on administrative leave.

11.18

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

11.19

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

ARTICLE 12 -- SPECIAL CONFERENCES

12.01

Special conferences will be arranged between the Local Presidents and the Employer upon the written request of either party. Requests for special conferences shall be made at least twenty-four (24) hours in advance, and the conference shall be held within ten (10) workdays after the request is made. An agenda of the matters to be taken up at the meeting, together with the names of the conferees representing the requesting party, shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Such conferences shall, to the extent possible, be held during regular work hours.

12.02

Members of the Union 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 AFSCME Michigan or a representative of the International Union may attend the special conferences. Matters of a grievable nature, if not resolved in conference, may be moved to the appropriate step of the grievance procedure, such step being agreed to in writing by the conferees. Should the Local President be absent on approved leave, the Local 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), dispute(s), or impasse(s) which may arise between any one or more of the Employees in the bargaining units covered by this Agreement or

the Union, its members, representatives, officers, or committees, and the Employer.

13.02

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

13.03

The Union agrees not to withhold its members' services due to strike 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 Wayne County Civil Service Rules, together with any amendments subsequently adopted and approved, are incorporated by reference into this Agreement. No modification, deletion, or changes shall be effective without twenty-eight (28) calendar days' prior notice to the Union. To the extent any conflict exists between this Agreement and the Civil Services Rules, this Agreement shall prevail.

ARTICLE 15 -- PROBATIONARY EMPLOYEES (NEW HIRES)

15.01

Newly hired Employees shall be considered as "Probationary Employees" for the first one-thousand and forty (1,040) straight-time hours of work. Periods of absence from work shall not be counted toward completion of the probationary period.

The Employer shall have the discretion to extend the probationary period for new Employees and new Employees provisionally appointed for up to an

additional three (3) months if it is determined the new Employee requires more time to be adequately assessed in their performance.

An Employee who has successfully completed the probationary period shall be granted regular status in their classification. The Union will be notified when the probationary period is complete.

15.02

The Union 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 regular status in any classified position shall be subject to the grievance procedure.

ARTICLE 16 -- SENIORITY

16.01

The seniority of each bargaining unit member shall be determined by the length of continuous employment in positions represented by any of the AFSCME Locals party to this Agreement.

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 Local Union 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, union leave, a leave during which an Employee is receiving workers' compensation or long-term disability benefits, or other paid leave and unpaid leave of absence 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 units shall continue to accumulate bargaining unit seniority except Employees transferred or

promoted to positions outside of AFSCME. Those transferred outside of AFSCME shall have their seniority frozen as of the date of their 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, work location, Department, and seniority dates within the jurisdiction of the Union. Each Union President shall be furnished up-to-date copies of such seniority lists at least every six (6) months, upon written request. This information may also be transmitted electronically to AFSCME Michigan.

16.06

An Employee shall lose their 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 [after two (2) years] or voluntary quits, which shall include:
 - 1. Failure to return to work when recalled within ten (10) work 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, provided the Employer sends notice by certified mail within sixty (60) days of the expiration of the leave of absence with a copy to the Local Union President.
 - 3. Absence without leave for five (5) or more consecutive work days without sufficient notification to the Employer as to the reason for said absence.
 - 4. Employees no longer eligible to have their name placed on a re-employment list, by reason of the lapse of more than two (2) years since resignation.

16.07

In the case of extreme circumstances, special consideration may be given to those items enumerated in 16.06.

Loss of seniority under these provisions is subject to the grievance procedure.

ARTICLE 17 -- FILLING OF VACANCIES

17.01 Definitions

Career Shift: The movement or change from an Employee's current position to a position in a classification that is in the same pay grade as their current classification.

Departments: Those Departments that are defined in Article 19.10.

Posting: Posting a vacant position may include an announcement through the County's email system, listing the position on the County's website, listing the position on an external website or job board, and/or any other form of notification that is customary in the recruiting industry. Internal and external postings may be done simultaneously, provided that the priorities contained herein are followed when selecting from the pool of candidates.

Promotion: The movement from an Employee's current position to a position in a classification that is a higher pay grade than their current classification.

Shift Bid: The movement or change from an Employee's current position to a position in the same classification within the same unit, but a different shift or weekly schedule.

Transfer: The movement or change from an Employee's current position to a position in the same classification in a different unit.

Unit: The organizational grouping below the Division level, which may also be referred to as an "office" or "section." For purposes of this Article in the Roads Division, a District shall be considered a unit.

Vacancy: A vacancy shall be defined as a budgeted unoccupied position. A vacancy can be the result of the creation of a new position, a transfer, a resignation, a termination, a retirement, or other means which leaves a budgeted position unoccupied. Removing and reinstating an existing position from the budget shall not be allowed to circumvent the above. Vacancies may be filled from the existing posting for up to one (1) year.

Voluntary Demotion: The movement or change from an Employee's current position to a position in a classification that is a lower pay grade than their current classification.

17.02 Order of Priority

The following order of priority will apply for filling all vacant positions within the bargaining unit covered by this Agreement:

- A. Shift Bid (17.04)
- B. Intra-Departmental Transfer (17.05)
- C. Displacement & Recall from Lay-off or Displacement (17.06)
- D. Intra-Departmental Promotion (17.07)
- E. Countywide Transfer (17.08)
- F. Countywide Promotions (17.09)
- G. Career shift (17.10)
- H. Voluntary Demotion (17.11)
- I. Re-employment, reinstatement, new hire (17.12)

17.03 Posting of Vacancies

A vacancy shall be posted for a minimum of fourteen (14) calendar days. When filling a vacancy, the order of priority set forth above shall be followed.

All Employees who are interested in the posted vacancy and who apply through the County's online system during the first fourteen (14) calendar days of the posting period shall be considered in priority order in accordance with Article 17.02. Any Employee who applies after the first fourteen (14) calendar days of the posting period shall be considered with all other applicants.

17.04 Shift Bid

- A. Upon notification of a position vacancy, qualified Employees in the same classification and unit as the vacancy may apply for the position. When selecting from

multiple Employees, the County shall select the most senior qualified Employee.

- B. Upon notification of a vacancy in the position of DPS Supervisor assigned to yard duties, the most senior qualified DPS Supervisor in the district, yard, or mutually agreed upon location may exercise their seniority for this assignment. If the Employee cannot demonstrate an ability to perform the duties and responsibilities of the position, notice and reasons therefore shall be submitted to the Employee by the Employer with a copy to the Union. The senior Employee deemed not qualified for this assignment shall have recourse to the grievance procedure. The Step 4 disposition shall be the final determination.
- C. Shift preference and days off shall be determined by the selection of the Employee with the greatest amount of seniority.
- D. Should the Employer find it necessary in the course of business to institute a reorganization which brings about substantial changes either in work location or job assignments, Employees in the affected areas will be given an opportunity to bid on such changed jobs on a seniority basis, if qualified.
- E. Employees who move via Shift Bid must wait six (6) months after such movement before being eligible for a subsequent Shift Bid.
- F. For Local 2926 members who are Senior Licensed Professional Engineers, the Department of Public Services (DPS) will have discretion to grant requests based upon its assessment of the needs and interest of DPS and is not required to base its decision solely on seniority. Nevertheless, DPS will recognize seniority as an important component of its assessment and the exercise of its discretion.

17.05 **Intra-Departmental Transfer of the Senior Qualified Employee**

- A. Employees may transfer to vacant positions in their classification and specialty without regard to geographical location. Employees desiring a transfer within the same

classification with the bargaining unit shall apply for the position through the County's online application system.

A transferred Employee shall have a thirty (30) calendar day trial period.

Employees who transfer must wait twelve (12) months after such transfer before being eligible for another transfer. Additionally, Employees who turn down a transfer for which they applied shall be required to wait six (6) months before being eligible to transfer.

- B. For Local 2926 members who are Senior Licensed Professional Engineers, the Department of Public Service (DPS) will have discretion to grant requests based upon its assessment of the needs and interest of DPS and is not required to base its decision solely on seniority. Nevertheless, DPS will recognize seniority as an important component of its assessment and the exercise of its discretion.

17.06 Displacement & Recall from Lay-off or Displacement

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

17.07 Intra-Departmental Promotion

- A. Promoted Employees shall be subject to a probationary period not to exceed one-thousand and forty (1,040) regular work hours 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 their former classification. Notice and reasons therefore shall be submitted to the employee by the Employer or designated representative, with a copy to the union. The matter may then become a proper subject of the grievance procedure in the event of disagreement by the Employee.

If no vacancy exists in the Employee's former classification, the Employee may be returned to a vacant position in a classification at the same level for which they previously held status on a departmental basis. If

the Employee is returned to a position in a classification in which they previously held status, no probationary period will be required.

Should no vacancy exist, the Employer will be permitted to displace the least senior Employee in their former classification for which the Employee previously held status, on a departmental-wide basis. If the Employee is the least senior Employee in their former classification, the Employee will be placed into a vacant position in a lower classification for which they are qualified, on a departmental basis, based upon meeting the qualification listed on the most recent posted vacancy. If there is no vacancy in such classification, the Employee may displace the least senior Employee in such lower classification.

- B. AFSCME Michigan shall be permitted to have one (1) representative present at oral assessments. When possible, the observer shall be from a Local of AFSCME Michigan not involved in the assessments and shall take no part in the oral assessments whatsoever. The Union shall be notified of the assessments when notices to the candidates are provided, so that a representative may be present.
- C. The Union shall be consulted with regard to the establishment of qualifications and eligibility factors to be used for promotions. Final decision with respect to such matters shall remain with the Employer.

17.08 **Countywide Transfer**

- A. Employees may transfer to vacant positions in their classification and specialty without regard to geographical location. Employees desiring a transfer within the same classification within the bargaining unit shall apply for the position through the County's online application system.

A transferred Employee shall have a thirty (30) calendar day trial period.

- B. Employees who transfer must wait twelve (12) months after such transfer before being eligible for another transfer. Additionally, Employees who turn down a

transfer for which they applied shall be required to wait six (6) months before being eligible to transfer.

17.09 Countywide Promotion

Employees who are not employed within DPS may apply for positions within this bargaining unit.

17.10 Career Shift

An Employee shall be eligible to apply for a position at the same pay grade provided the Employee meets the education, experience, and licensing requirements.

Employees who change positions as a result of a career shift shall be required to successfully complete a one-thousand and forty (1040) hours of regular worked hours probationary period unless they previously held status in the classification. Periods of absence in excess of two (2) weeks shall not be counted toward completion of the probationary period.

Should the Employee's work performance at any time during the probationary period be unsatisfactory, as a result of the career shift, the Employee may be returned to a vacant position in their former classification or to a lower classification for which they previously held status or are qualified.

17.11 Voluntary Demotion

- A. Full-time regular Employees may elect to voluntarily demote to a vacant position, provided they are readily available, are qualified for the position, and have regular status in the series. Employees will not be subject to a probationary period. Voluntary demotions shall be in accordance with their seniority rating. Approval of such application shall not be withheld except for cause.
- B. Employees who voluntarily demote will not be eligible to be placed on a recall list for that classification from which they are demoted.

17.12 Re-employment, Re-hire, New Hire

A qualified former County Employee who was represented by an AFSCME Local Union covered by this Agreement shall have preference over any applicant seeking a vacant position by way of re-employment, re-hire, or new hire.

17.13 **Training and Cross-Training**

The County may cross-train Employees, which is defined as training Employees in one classification or position to do or perform additional duties that are presently assigned to Employees of a different classification or position. Such training shall not normally last longer than three (3) months. Toward this end, the County may:

- A. Provide training and/or cross training to bargaining unit members of work presently:
 - 1. performed by members in different classifications within AFSCME, or by
 - 2. members of other bargaining units other than AFSCME.
- B. Training bargaining unit members to perform duties of a higher or lower classification. Training of duties in a higher classification shall be voluntary.
- C. The Department shall choose bargaining unit members for the training as to duties in a higher classification from amongst the volunteers as provided in subsection (B).

ARTICLE 18 -- RECLASSIFICATION

18.01

Subject to the provisions of Article 17 -- Filling of Vacancies, no positions within the bargaining units shall be reclassified or re-titled during the term of this Agreement except by mutual agreement where such request is initiated by the Department Director or designee or a Local Union 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 shall be 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

These provisions shall be interpreted consistent with those in Article 17 -- Filling of Vacancies.

19.01 **Layoff and Displacement Defined**

- A. **Layoff** shall be defined as a 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. the displacement of a more senior Employee (see B(1) above) resulting in the displacement of a less senior Employee.

19.02 **Notice of Layoff or Displacement**

Notice of layoff or displacement shall be issued at the direction of the Director of Personnel/Human Resources and notice shall be sent by certified mail to any affected Employee no later than two (2) weeks before the effective date of layoff or one (1) week before the effective date of displacement and a copy of the notice shall be sent to the Union. The notice will include information on recall rights referenced in Section 19.09.

19.03 **Order of Layoff or Displacement**

In the event of a layoff or displacement, co-op, interns, temporary, seasonal Employees performing duties of 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 Section 19.01(B) above, the Employer shall apply, whenever possible, the principal 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. A displaced Employee's anniversary date shall not be changed.

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 lesser to greater seniority, in the following manner:

- A. Employees shall be laid off or displaced on a departmental basis as follows:
 - 1. Displacement to a vacant position in the same classification or a classification on the same level for which the Employee is qualified based on previous regular status in the classification.
 - 2. Displacement to the position held by the least senior Employee in the same classification or an appropriate classification on the same level for which the Employee is qualified based on previous regular status in the classification in which event the least senior Employee in that classification shall be displaced or laid off.
 - 3. Displacement to a vacant position in the next lower classification for which the Employee is qualified based on previous regular status in the classification.
 - 4. Displacement to a position held by the least senior Employee in the next lower classification for which the Employee is qualified based on previous regular status in the classification, in which event the least senior Employee in that classification shall be displaced or laid off.
- B. Employees unable to be displaced within their Department in accordance with the above provisions shall be displaced on a County-wide basis as follows:
 - 1. Displacement to a vacant position for which the Employee is qualified, in the same classification or appropriate classification on the same level County-wide.

2. Displacement to a vacant position, in the next lower classification for which the Employee is qualified.
- C. If an Employee cannot be displaced based on the procedures outlined above, they will be laid off.
- D. As used above Department shall mean the Departments listed in 19.10 below and County-wide shall mean all positions represented by the various AFSCME Locals.

19.06

- A. Notwithstanding their position on the seniority list, those Union officers and representatives directly involved in the grievance procedure shall, in the event of a layoff or displacement, be continued at work as long as there is work being performed in the bargaining unit in their classification and/or a classification in which they have status or are qualified. They shall be the first recalled when there is work to be performed in their class or class series in the following order: Union officers, committeepersons, stewards.
- B. In the event that a dispute should arise as to the application of 19.06(A), the dispute shall be a proper subject for a special conference.

19.07 **Union Management Cooperation**

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

19.08 **Bidding for Shift and Job Location**

Within thirty (30) calendar days after the effective date of layoff and/or displacement as described herein, Department or Division Management will allow displaced Employees within the Department, to bid on their desired shift or job location insofar as their seniority will allow, regardless of the existence of vacancies.

19.09 **Recall from Layoff or Displacement**

Recall shall be defined as the process by which an Employee who has been laid off or displaced is returned to employment or to their former classification. Laid off or displaced Employees shall have their names placed on the recall list for the classification from which they were laid off or displaced, or for other classes

in which the Employees previously held regular status. Employees may request that their names be added to additional recall lists for specific classifications for which they are determined to be qualified.

The names of Employees who have regular status in the classification from which they were 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) calendar 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. An Employee's name shall remain on the recall list for two (2) years or their length of seniority, not to exceed five (5) years.

19.10 Departments Defined

For the purpose of this Article, the following shall be considered Departments:

- Corporation Counsel
- County Clerk
- Economic Development
- Facilities Management and Planning
- Health, Human, and Veteran Services
- Juvenile and Youth Services
- Homeland Security and Emergency Management
- Management and Budget
- Personnel/Human Resources
- Prosecuting Attorney
- Public Services
- Register of Deeds
- Retirement
- Sheriff
- Information Technology
- Treasurer
- Senior Services

ARTICLE 20 -- WORKWEEK

20.01

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

20.02

A workweek shall not be changed for the purpose of avoiding payment of overtime provided, however, that a change in workweek to 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. Employees shall be notified in writing ten (10) calendar days in advance when the workweek is changed for training purposes.

20.03

Employees working designated relief positions, may have their previously scheduled days off changed to avoid the payment of overtime, in accordance with accepted standard practices within various seven (7) day operations provided, however, that no designated relief Employees shall have their previously scheduled hours changed more than once in any workweek as defined in Section 20.01 above.

20.04

Except for part-time, temporary, or seasonal Employees, no workweek shall be less than forty (40) hours.

20.05

Where in the opinion of the parties an operation would better function on an alternative work schedule, or at the request of the Union, the Employer may establish such a schedule with reasonable notice to the Union. 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 or other alternative work schedules.

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.

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

The third shift shall be any full-time shift commencing between the hours of 7:00 p.m. and 3:59 a.m.

21.02 Shift Premium

Employees covered by this Agreement shall be paid ninety cents (\$0.90) per hour, in addition to the basic hourly rate, for all work performed during a regularly assigned second shift, and one dollar and five cents (\$1.05) per hour, 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 ninety cents (\$0.90) per hour in addition to the basic hourly rate, for all work performed on a Saturday during their regularly scheduled workweek, and one dollar and five cents (\$1.05) per hour in addition to the basic hourly rate, for all work performed on a Sunday during their regularly scheduled workweek.

21.04 Lunch Periods

The current practice of lunch periods will remain in full force and effect for the life of this Agreement.

ARTICLE 22 -- OVERTIME

22.01

All Employees in the bargaining unit, who are eligible for overtime, shall only be paid overtime (time and one-half) (150%) of the regular hourly rate for hours of work performed in excess of forty (40) hours in a work week. Sick and personal business leave days shall not be included as hours worked for purposes of entitlement to overtime.

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 Pay Schedule as follows:

- A. For all hours of mandated work only, performed on the seventh (7th) day of the Employee's workweek provided the Employee is paid for the standard 40 hours in the workweek as provided in Section 22.01.
- 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 in accord with the current practice and this Agreement if current practice is not inconsistent with this Agreement.

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

Subject to Article 17, non-bargaining unit Employees shall not perform bargaining unit work except in bona fide emergencies. Bargaining unit Employees shall be called to perform such work whenever possible.

22.06

Overtime hours and holiday premium shall be divided as equally as possible among Employees in the same classifications in the appropriate work area. An up-to-date list showing overtime hours will be posted bi-weekly in a prominent place in each appropriate work area. Whenever overtime is required, the person with the least number of overtime hours in that classification within the appropriate work area will be called first and so on down the list in an attempt to equalize the overtime hours.

It shall be the responsibility of the Union steward to audit the publicly-posted overtime records and indicate to the Management designee any apparent inequities. Potential inequities shall be addressed as soon as they are brought

to the attention of the Management designee. Employees who should have been called will be offered the next available opportunity to work overtime. If the Employee is not offered the next opportunity, that Employee will be paid for the appropriate overtime hours for the overtime assignment. Whenever an Employee is again missed for overtime assignments during the posting period (December 1 through November 30) and the Union is able to show that the same supervisor missed the Employee, they will be paid the appropriate overtime amount.

Employees in other classifications may be called if there is a shortage of Employees in the classification needed. In such cases, they would be called on the basis of least hours of overtime in their classification, provided they are capable of doing the work.

For the purpose of this clause, an Employee who was unavailable or chose not to work will be charged the average number of overtime hours of the Employees working during that period. Employees returning from workers' compensation or other approved leaves, will be credited with the mean average of overtime hours worked in the appropriate work area, provided that said Employees have been off for at least thirty (30) calendar days.

Employees who do not report to work after accepting a scheduled overtime assignment without sufficient reason, shall be placed at the bottom of the overtime list and noted as having the same total overtime hours of the Employee who had been last on the list.

22.07 Applicable to Local 2057 Only

A steward within a designated work area and competent to perform the work shall be the first Employee in the area to be requested to work on a scheduled overtime basis if there is work in their classification to be performed.

The above provision is suspended for this Agreement and reinstated as *status quo* at 12:01 a.m. on the last day of the contract.

22.08 Call Time

Any Employee called in 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 (1½) times their regular hourly rate, providing the call time does not overlap the Employee's regular work shift. Call time shall not overlap other call time.

22.09 Stand by Time

Employees required to perform standby service shall be paid at the rate of twenty-five percent (25%) of their hourly base rate for all hours of standby service.

22.10 Applies to Local 1862 and Local 2057

Where work involves a continuation of unbroken assignments on cross-district projects beyond the regular shift, those Employees working those assignments shall be allowed to work the overtime. The following day, Employees in the appropriate district should be utilized to complete the project if overtime is expected and reassignment would be reasonable given all the circumstances.

22.11 Applies to Local 2926

Entry Level Engineers, Journey Level I and II Engineers, and Licensed Professional Engineers are eligible for overtime. Senior Licensed Professional Engineers are not eligible for overtime. There shall be an up-to-date list showing overtime hours worked by Employees posted bi-weekly in a prominent place in each appropriate work area as outlined in Section 22.06.

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.
- B. When an Employee is temporarily assigned to a higher classification 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. When an Employee is temporarily assigned to a higher classification, the Employee shall be compensated at the rate established for the higher classification utilizing the promotional rule.

- D. Holidays recognized by this Agreement will not constitute a break in subsection (B) above. Employees are paid at their lower rate.
- E. Employees who are in a temporary assignment and take approved leave such as vacation, sick, or bereavement leave shall maintain their temporary assignment upon their return, provided that such leave is not longer than ten (10) continuous working days. Employees are paid at their lower rate.

23.02

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

- A. Positions filled are of cyclical or seasonal nature.
- B. Position created by a work project (temporary assignment for the duration of the project).
- C. Positions created by the leave of absence of an Employee.

After six (6) months, the vacancy shall be filled in accordance with Article 17 - Filling of Vacancies, unless mutually agreed otherwise. Time spent in a temporary assignment under this Article does not count toward any experience eligibility requirements.

23.03

When assigning an Employee to a temporary position in a higher classification, the most senior-qualified Employee in the next lower classification in the designated unit area or agreed upon specific location shall be offered the temporary assignment.

23.04

If an Employee serving in a temporary assignment obtains the position as a regular assignment through the procedure set forth in Article 17 -- Filling of Vacancies, and without a break between the temporary assignment and the regular assignment, the time spent in the temporary assignment shall be credited toward the probationary period.

23.05

During snow and ice control operations, the two (2) day waiting period shall be waived whenever a Foreman or Highway District Supervisor is temporarily assigned to a higher classification. It is understood that this will result in those Employees being eligible for payment at the higher classified rate from the first (1st) hour of the temporary assignment.

23.06

Temporary assignments in Local 2926 shall be in the following designated units:

A. Engineering Division

1. Design
2. Planning
3. Labs and Testing
4. Permits
5. Survey
6. Construction
7. Traffic

B. Roads Division

1. Construction Maintenance Engineering
2. Roads Maintenance Engineering
3. Structures/Bridges Maintenance Engineering
4. Traffic Maintenance Engineering

ARTICLE 24 -- VACATION LEAVE

24.01

All full-time Employees shall be entitled to vacation leave with pay computed at straight time rates, in accordance with the provision of this Article. All part-time Employees represented by Locals 1862, 2057, and 2926, shall be entitled to vacation leave with pay on the same basis as provided in this Article in proportion to time actually worked. Seasonal and temporary Employees are not entitled to vacation leave.

24.02

Employees shall not be entitled to use vacation leave until six (6) months 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.

24.03

The number of vacation leave days to be granted shall be determined by the Employee's total length of continuous service with the County. Continuous service shall mean employment without interruption or break as defined in Article 16 -- Seniority, Section 16.06.

24.04

Service prior to resignation shall not be considered in computing the length of total County service except where the resignation is followed by appointment from a re-employment list within two (2) years of the effective date of resignation.

24.05

Periods of seasonal, temporary, or limited term employment shall be deducted from the total length of service in computing vacation leave days unless such employment is followed without break in service by a permanent appointment.

24.06

In the event an Employee is reinstated from duty disability retirement, they 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.

24.07

Vacation leave shall be earned as follows:

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

No Employee shall earn vacation leave in any pay period in which they have less than sixty-six (66) hours of straight time paid service.

Earned hours will be appropriately credited in twenty-four (24) of the twenty-six (26) pay periods occurring annually and will be reflected accordingly on the first two (2) payroll checks of each month. In no event will an Employee be

credited with vacation leave on the third payroll check of any month or earn more than the equivalent of two (2) pay periods worth of eligible vacation leave hours in any one month.

24.08

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

24.09

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

24.10

No Employee shall be permitted to accumulate vacation leave beyond that which they could earn in two (2) years' time. Upon reaching the maximum allowable accumulation, an Employee shall thereafter earn no additional vacation leave credits until their bank has been reduced below the maximum.

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 (1) year accumulation as of January 1st of the year of separation plus whatever monthly earnings for which the Employee is eligible between the preceding January 1st and the date of separation.

The above provision is also modified in that an Employee shall be able to accumulate vacation leave above the maximum hours only if a pre-approved vacation was canceled due to the operational needs of the Employer.

24.11 **Scheduling of Vacation**

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

24.12

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.

24.13

Final decision as to when any Employee may take vacation leave shall rest with the Employer. Employees shall be notified as soon as administratively possible if denied.

24.14

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

24.15

Except as provided in Article 26 -- Leave of Absence, Section 26.02, of this Agreement, an Employee who is granted a leave of absence without pay shall be required to use all accumulated annual leave prior to the commencement of the leave of absence without pay.

24.16

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

ARTICLE 25 -- SICK LEAVE

25.01

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. Eligible 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 twenty-four (24) of the twenty-six (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 pay periods worth of eligible sick leave hours in any one month.

25.02 **Primary Bank**

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

25.03

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 July 30, 1984* dollar amount.
- B. For retirement, the amount paid shall equal seventy-five percent (75%) of the July 30, 1984* dollar amount which may be credited toward an Employee's average final compensation.
- C. For termination, the amount paid shall equal fifty percent (50%) of the July 30, 1984* dollar amount which may be credited toward an Employee's average final compensation; and,
- D. Upon death, the amount paid shall equal one-hundred percent (100%) of the July 30, 1984* dollar amount which may be credited toward average final compensation for the calculation of survivor benefits, if any.

25.04

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

- A. A maximum of seven-thousand, five-hundred dollars (\$7,500) per year may be withdrawn;
- B. The value of the time withdrawn shall be frozen at its July 30, 1984* dollar amount;

* Applies only to Employees who, on July 1, 1983, were members of Locals 25, 409, and 1659. (For members of Locals 101, 1862, and 2926 the date shall be July 1, 1984, and for members of Local 2057, the terms of their 1987-90 CBA shall apply, i.e.; Article XXI Section 2A).

- C. It shall be paid at eighty percent (80%) of its frozen dollar value, payment may be in cash or in the form of deferred compensation;
- D. No portion of the cash payment shall be counted toward average final compensation; and
- E. Payments shall be available for one (1) thirty (30) day period annually, beginning March 1, 1991 and every March 1st thereafter for the term of this Agreement.
- F. For Locals 1862, 2057 and 2926, Employee options regarding pre-1984 sick leave selected under the collective bargaining agreement expiring on November 30, 1990 will continue unchanged by this Agreement.

25.05

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

25.06 **Secondary Bank**

All sick time earned in accordance with Section 25.01 shall be deposited in a secondary bank. However, no more than seventy-two (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. Fifty percent (50%) of value upon termination;
- B. Seventy-five percent (75%) of value upon retirement; and
- C. One-hundred percent (100%) of value upon death;

However, none of the payout may be included in average final compensation.

25.07

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

25.08

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

25.09

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 Director may grant sick leave to an Employee for periods of illness not exceeding thirty (30) calendar days. All requests for sick leave for more than thirty (30) calendar days duration shall be submitted to the Employer or designee for prior approval and shall be accompanied by a physician's certificate supporting said request. The Employer or designee may require further medical reports from time to time on all sick leave in excess of thirty (30) calendar days.

25.10

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.

25.11

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

25.12

An Employee who has been employed continuously during any one (1) year and who has not taken more than five (5) days of sick leave in any one (1) 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. 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 1st credit date the number of days shall be prorated on April 1st.
- C. 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 vacation leave.

25.13

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 (1) workday equals eight (8) hours.

25.14

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

25.15

Employees returning to the service from a military leave shall be granted one (1) 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.

25.16

An Employee who is seriously ill while on annual leave may have the duration of such illness charged against sick leave rather than annual leave, provided that proof of such illness in the form of a physician's certificate shall be submitted by the Employee to the Department Director or designated departmental representative.

25.17

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 one-thousand and forty (1,040) regular work hours are completed prior to six (6) calendar months, then such hours shall be construed to be the equivalent of six (6) calendar months.

25.18

Except as provided in Section 25.20 of this Article, and except for Employees with less than two (2) years of continuous service, upon separation from the service, Employees shall be paid for all unused accumulated sick leave in accordance with Sections 25.02 through 25.06.

25.19

Continuous service shall mean employment without interruption or break as defined in Section 16.06.

25.20 **Personal Business Leave**

All full-time Employees who have completed one year of service and have accumulated sick leave in accordance with this Article shall be entitled to utilize such sick leave for personal business leave not to exceed four (4) days in any one year. For Employees in the Cash Plan Sick Leave Program, the one (1) year period shall run from January 1st through December 31st. For all others, the one-year period shall run from April 1st through the following March 31st.

25.21

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

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

25.22

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

25.23

Personal business leave may be requested by an Employee in one-half (1/2) hour increments.

25.24

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 25.12 of this Article.

25.25 **Cash Plan Sick Leave Program**

- A. The Cash Plan Sick Leave Program ("Cash Plan") shall be 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 25.01 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 25.01.
- 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. They 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 upon credit of such time, subject to Sections 25.07 – 25.09 and 25.11. The balance of sick leave cannot be carried forward to subsequent years. However, new Employees required to participate in the Cash Plan shall be allowed to accumulate, or replenish if used, 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 shall have no cash value.

- E. Permanent full-time Employees entering the bargaining unit after January 1, 1998 will receive a prorated credit for sick leave equal to eight (8) hours for each full month of the calendar year remaining. New permanent part-time Employees will receive four (4) hours for each full month of the calendar year remaining.
- F. The first six (6) days [the first three (3) days for part-time Employees or fifty percent (50%) of total prorated days for new Employees] of unused sick leave days will be paid by April 1st of the next calendar year at a rate of seventy-five percent (75%) of the then current value of such sick leave.
- G. Employees separating during the calendar year shall be paid on a pro-rated basis for unused sick leave and bonus time on the same basis as indicated above.
- H. All sick leave earned under prior sick leave plans shall be frozen and may be used in accord with those plans.

ARTICLE 26 -- LEAVE OF ABSENCE

26.01

A regular Employee with at least one (1) year of service may be granted a leave of absence without pay upon prior written recommendation by the Department Director 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, or other FMLA qualifying reason;

- B. Because the Employee has been elected or appointed to a public office;
- C. Because the Employee is entering the unclassified or exempt services of the Employer;
- D. Because the Employee is entering upon a course of training or study, in an approved education institution, for the purpose of improving the quality of the Employee's service to the County or the purpose of qualifying for a promotion;
- E. Because the Employee is seeking political office;
- F. Because of extraordinary reason sufficient to warrant such leave of absence.

26.02

An Employee must exhaust all annual leave prior to the commencement of the unpaid portion of the leave of absence, except leaves under Section 26.01(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 of absence for the care of the Employee's spouse, son or daughter, or parent who has a serious health condition, all sick leave must also be exhausted prior to the unpaid portion of the leave of absence.

All contractual leaves of absences that are for FMLA qualifying reasons shall run concurrently with the Employee's FMLA entitlement. The total amount of leave taken for both paid and unpaid is subject to the time limitations set forth herein.

26.03

A leave of absence due to the physical or mental disability of an Employee may not exceed a six (6) month period. An Employee who has more than five (5) years of County service [one (1) year equals two-thousand and eighty (2,080) hours of paid time in a twelve (12) month period] may be granted additional extensions, not to exceed a total leave of absence of eighteen (18) months. All extensions are at the discretion of the Director of Personnel/Human Resources. At least forty-five (45) days prior to the expiration of a leave of absence, the Employer shall notify the Employee that failure to return to work or failure to arrange for an extension, if eligible, will be cause for termination as a voluntary quit.

Leaves of absence to care for family members shall not normally exceed three (3) months, except that such leaves may be extended under Section 26.01(F).

Leaves of absence to care for a child after the birth, adoption, or placement for foster care shall not exceed three (3) months. Such leaves may be extended upon written request of the Employee and with the approval of the Department Director and the Department of Personnel/Human Resources for a period not to exceed six (6) months in total.

26.04

An Employee who is attempting to return to work from a leave of absence 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.

26.05

Employees who are authorized to return to work from a leave of absence shall return to their former position if the leave without pay was for less than six (6) months duration. If the leave without pay was for six (6) 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 provisions of this Agreement.

26.06 **Insurance Continuation**

- A. Employees on leave in accord with Section 26.01(A) who have less than five (5) years of service are eligible to continue receiving medical, optical, life, and dental insurance for a period not to exceed three (3) months consistent with the requirements of Article 29.01(C). The Employer and the Employee shall continue to pay their respective portions of the cost of the insurance.
- 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 five (5) continuous years of service.

This provision shall be applied consistent with Article 29 -- Insurance Programs and Prescription Drug Coverage, Section 29.01(C), of this Agreement.

26.07 **Military Leaves**

Military Leaves shall be granted pursuant to the Civil Service Rules and the Uniform Services Employment and Reemployment Rights Act ("USERRA").

26.08 **Paid Parental Leave**

A regular Employee with at least twelve (12) months of service preceding the leave start date shall be granted a leave of absence with pay for a maximum of up to six (6) weeks following the birth or placement of a minor child for adoption or foster care. If two members of the bargaining unit are parents for the same birth, adoption, or foster placement, both may take a parental leave of up to six (6) weeks. Leave shall be paid at one-hundred percent (100%) of the Employee's regular, straight-time salary. Paid parental leave will be paid on a bi-weekly basis. Employees need not exhaust accumulated sick, annual, holiday, or compensatory leave time before taking a paid parental leave.

At least thirty (30) days before beginning a paid parental leave, the Employee must give written notice of the expected start and end date for the leave. If the leave was not foreseeable, the Employee must give written notice as soon as possible.

A paid parental leave lasts up to six (6) contiguous weeks. Multiple births, adoptions, or placements (i.e., the birth of twins or adoption of siblings) do not increase the six (6) week maximum of paid parental leave. In no case shall an Employee receive more than six (6) weeks of paid parental leave in a twelve (12) month time period. Paid holidays observed during paid parental leave do not extend the six (6) week paid parental leave.

Approved paid parental leave may be taken at any time in the twelve (12) months immediately following the date of birth, adoption, or foster placement of a minor child. Paid parental leave may not be used or extended beyond this twelve (12) month time period. Paid parental leave must be taken on a continuing basis and cannot be used intermittently. Upon the Employee's return to work, any unused paid parental leave time will be forfeited. Upon separation from the Employer, the Employee forfeits any unused or accrued paid parental leave and shall have no claim for payment.

Paid parental leave under this section shall run concurrently with leave under the FMLA. Any paid parental leave taken for child bonding, or for placement of a child due to adoption or foster care, shall be counted toward FMLA time. An

eligible Employee who exhausts their FMLA time is still eligible to receive six (6) weeks of paid parental leave.

26.09

If an Employee is unable to return to work at the end of the approved leave, the Employee shall be separated from County employment.

ARTICLE 27 -- BEREAVEMENT LEAVE

27.01

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

27.02

Bereavement leave shall be five (5) days for parents, children, and spouse of the Employee or spouse. Other incidents of 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.

27.03

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

27.04

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

27.05

An Employee requesting bereavement leave may be required by the Department Director 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.

27.06

In the event that a holiday, as defined in Article 28 -- Holidays of this Agreement, occurs during the bereavement leave, the Employee shall have the option to extend the bereavement leave or to receive their 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.

27.07

Employees on leave of absence without pay as defined in Article 26 – Leave of Absence shall not be eligible to receive bereavement leave.

ARTICLE 28 -- HOLIDAYS

28.01

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
- Juneteenth/Freedom Day (June 19th)
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- General Election Days (In Even Numbered Years)
- Three (3) swing holidays
- Employee Birthday

All Employees of record will receive a day off for their birthday subject to prior approval of Management. Employees must complete one (1) year of service before they are eligible. Under normal circumstances, if an Employee's birthday falls on the Employee's sixth (6th) workday, the Employee will receive the preceding day off. If the Employee's birthday falls on the Employee's seventh (7th) workday, the Employee shall receive the following day off. If the Department determines that an Employee cannot take their birthday off, the Employee shall be granted equivalent time off within thirty (30) days following the Employee's birthday.

28.02

On or before January 15th of each year, the Personnel/Human Resources Department 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.

28.03

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

28.04

Temporary and seasonal Employees with less than six (6) 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.

28.05

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 two-hundred percent (200%) of their regular straight-time rate for all hours worked on said holiday.

28.06

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

28.07

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 (7) day operations.

- A. Except as provided in subsection (B) below, and Article 22 -- Overtime, Section 22.02(B), full-time Employees required to work on any holiday other than those enumerated in Section 28.07 above shall be paid in cash at

the rate of one-hundred and fifty percent (150%) for all hours worked in addition to their regular pay for the holiday.

- B. Effective December 1, 1996, Employees assigned to seven (7) day operations who are required to work on any holiday other than those enumerated in Section 28.07 above, shall be paid in cash at the rate of one-hundred fifty percent (150%) for all hours worked in addition to their regular pay for the holiday. 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 Wayne County Executive.

28.08

Whenever one of the holidays enumerated in Section 28.01 above falls on a day which is a regular day off for a shift Employee working in a seven (7) 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 28.01 falls on a day which is a regular day off for a shift Employee working in a seven (7) day operation, and the Employee works that holiday, Section 28.07 shall apply.

28.09

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 Article 21 -- Work Hours. Employees shall not be entitled to shift differential pay for compensatory holidays taken off.

28.10

For the purpose of this Article, except as provided in Section 28.01 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.

28.11

Time off on Good Friday will continue to be governed by the Civil Service Rules.

ARTICLE 29 -- INSURANCE PROGRAMS AND PRESCRIPTION DRUG COVERAGE

Except where it is in conflict with the terms of this Agreement, the **Wayne County Health and Welfare Benefit** Plan, as may be updated and/or modified as a result of collective bargaining or statutory/legal requirements is incorporated by reference. Modifications to the Health and Welfare Benefit Plan shall be provided to the Union.

29.01 Medical and Prescription Drug Coverage

Active Employees are required to contribute toward the cost of medical and prescription drug coverage at the rates as set in Sections B and C below. Contributions shall be deducted from the first two (2) scheduled pay remittances of each month.

- A. Effective October 1, 2020, or an alternative date determined by the Employer, during each open enrollment qualified Employees will be eligible to enroll in the High-Deductible PPO Health Plan, the High-Deductible HMO Plan, the High-Deductible HMO Managed Care Plan, or the Non-HSA Qualified HMO Managed Care Plan, as offered by the Employer. Appendix D.
- B. Prescription drug coverage will also be provided as described in the Plan.
- C. Employees will be required to contribute twenty percent (20%) of their monthly illustrative rate or premiums. The contribution rate will be posted on an annual basis.

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 contribution in order to maintain enrollment in the Plan regardless of the number of hours actually paid or type of time used (i.e., regular, annual, sick).

If the Employee is on approved sick leave and is not receiving any form of compensation from the Employer the payment of the monthly contributions shall be deferred until their return to work. At that time, payment of all deferred monthly contributions shall be made, but no payment shall be for more than fifteen percent (15%) of the Employee's bi-weekly wages. Employees failing to return to work shall be required to make full payment of the amount owed

through a direct payment or charge against any accumulated sick and annual leave payouts.

- D. The Employer shall implement a premium recovery Section 125 Plan for providing a pre-tax benefit for active Employees contributing towards the monthly cost of health care benefits to the extent possible under Internal Revenue Service ("IRS") regulations.
- E. On or after the effective date of this Agreement, bargaining unit members who retire will no longer receive any healthcare coverage from the County. Nor will bargaining unit members, including, but not limited to, those enrolled in the Employee Healthcare Benefit Trust, be offered the right or opportunity to purchase coverage under the County's group plans.

Those with twenty (20) years or more years of seniority as of October 1, 2015, when eligible to retire, will receive the retiree healthcare stipends pursuant to the *McDonald* healthcare eligibility provisions. Appendix E.

- F. Qualified Employees may select only one healthcare plan option. Enrollment of a qualified Employee and their eligible dependents in an available health plan will remain the responsibility of the Employee.
- G. Healthcare coverage for eligible dependents will be in accordance with the terms and conditions outlined in the Wayne County Health and Welfare Benefit Plan.
- H. Spouses who are eligible for primary medical coverage through another employer shall not be eligible for primary coverage through Wayne County.
- I. All Employees who are newly hired, re-hired, re-employed, or re-instated must participate in the plan of the Employer's choice for at least one (1) year.
- J. In the event Federal legislation which provides healthcare coverage for Employees covered by this Agreement is enacted into law during the term of this Agreement, the parties agree to renegotiate the provisions of this Section as needed upon request.

29.02 Coordination of Benefits

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

29.03 Optical Program

The Employer shall continue to provide active Employees with a self-insured optical reimbursement program with a one-hundred seventy-five dollar (\$175) maximum total benefit for each active Employee and family members eligible for medical coverage ("Optical Program") at the Employer's expense. Benefits will be restored on October 1, of each odd numbered year.

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

29.04 Vision Benefits Option

- A. During open enrollment, instead of participating in the Optical Program, full-time active Employees have the option of selecting vision insurance coverage for themselves and their eligible dependents.
- B. Exams, frames, lenses, or contact lenses will be covered once every twenty-four (24) months under a vision benefit plan at levels provided in Appendix F.

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

29.05 Dental Insurance

Employees may select coverage to be offered by several providers. However, the Employer will only fund up to the cost of a specified dental coverage for present coverage. Additional coverage cost will be paid by the Employee. The Employer is not required to offer the dental insurance coverage offered under this Agreement through any specific carrier. Appendix G.

29.06 **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 a sixty (60) day notice to Employees.

29.07 **Life Insurance**

The Employer shall pay the full premium for twenty-five thousand dollars (\$25,000) of group life insurance for each full-time, permanent Employee within the bargaining unit.

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

29.08

Full-time Employees, for the purpose of this Article, shall mean an Employee who is hired to perform at least thirty-two (32) hours of work per week.

29.09 **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 will not be paid for the waiting period unless the time off exceeds thirteen (13) consecutive calendar days.

29.10

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.

29.11

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 Workers' Compensation Agency.

29.12

Employees on workers' compensation shall receive medical, optical/vision, life, and dental insurance benefits for eighteen (18) months or less of continuous disability.

29.13

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

29.14

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

29.15 **Long-Term Disability Income Benefit Plan**

Employees in the bargaining unit shall be covered by a long-term disability income protection plan which pays a member sixty percent (60%) of gross salary up to a maximum of two-thousand and six-hundred dollars (\$2,600) per month. An Employee covered by the Long-Term Disability Income Benefit Plan qualifies for benefits after thirty (30) consecutive calendar days of illness or disability, or the use of all sick time, whichever occurs last. The Employee shall receive benefits under the terms and conditions of the *County of Wayne, Michigan, Long-Term Disability Income Benefit Plan* ("the Plan"). The time period for an Employee to apply for long-term disability benefits under the Plan is within thirty (30) consecutive calendar days from the date of disability.

29.16

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.

29.17

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.

29.18

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

29.19

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

29.20

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

29.21 **Optional Insurance**

Employees shall have the option to secure additional insurance coverage offered by a program selected by the County through payroll deduction.

29.22 **Legislative Compliance**

The terms and conditions of this Article are intended to comply with all applicable laws and regulations. If any of the terms or conditions herein result in or become incompatible with applicable law, appropriate adjustments will be made to result in compliance.

The parties recognize that the Employee cost-sharing terms contained in this Agreement cannot be inconsistent with the Employee cost-sharing mandate specified in the Public Funded Health Insurance Contribution Act (Public Act 152 of 2011, or "the Act"). Accordingly, if during the term of this Agreement the County determines that the aggregate Employee cost-sharing for any plan year is to fall short of the mandate specified in the Act, it shall have the right, upon providing thirty (30) calendar day notice to Employees, to adjust Employee cost-sharing and/or contribution amounts to bring the County into compliance with the Act. Moreover, the County shall retain the unilateral right to elect, on an annual basis, between the hard cap or 80/20 provision, as so provided under Sections 3 and 4 of the Act. The County shall also retain the exclusive right to pursue a prescription drug cost-containment program under Section 340(B) of the Public Health Service Act.

29.23 **Other Insurance**

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

ARTICLE 30 -- RETIREMENT

30.01 **General Provisions**

- A. The detailed provisions of the Wayne County Employees' Retirement System Ordinance ("the Ordinance") shall control except where changed or amended below.
- B. Each Employee shall participate in a retirement savings plan as offered by Wayne County.
- C. On or after the effective date of this Agreement, bargaining unit members who retire will no longer receive any healthcare coverage from the County. Nor will bargaining unit members, including, but not limited to, those enrolled in the Healthcare Retirement Trust, be offered the right or opportunity to purchase coverage under the County's group plans.

Those with twenty (20) years or more years of seniority as of October 1, 2015, when eligible to retire, will receive the retiree healthcare stipends attached pursuant to the *McDonald* healthcare eligibility provisions.

- D. The Hybrid Retirement Plan 5 is mandatory for all Employees hired, re-employed, re-instated, or rehired on or after November 16, 2001.
- E. Change in Pension Multiplier. Any multiplier exceeding one and one-quarter percent (1.25%), for purposes of determining retirement compensation in the County's defined benefit plans shall be reduced to one and one-quarter percent (1.25%) of average final compensation ("AFC") for all years of credited service accrued on or after October 1, 2015.

- F. AFC for all accrued benefits prior to October 1, 2015 shall be equal to the monthly average of aggregate compensation paid during the best five (5) years of the last seven (7) years of credited service. For Plan 1, AFC for all accrued benefits prior to October 1, 2015 shall be equal to the monthly average of aggregate compensation paid during the best four (4) years.

For all retirements effective on or after October 1, 2015 regardless of plan, AFC for benefits accrued on or after October 1, 2015 shall be equal to the average of the last ten (10) consecutive years of compensation while a member of the Wayne County Employees' Retirement System and shall only include base wages. Overtime, holiday premium pay, sick leave, and vacation leave banks shall not be used to calculate AFC.

- G. For all participants in the defined benefit plans, regardless of retirement plan, ten (10) years of service are required before retirement benefits become vested.

H. **Normal Retirement Benefits**

Eligibility for Benefits Accrued Prior to October 1, 2015:

Total years of credited service required for normal retirement for benefits accrued prior to October 1, 2015 in the respective plans is defined in the chart below.

Plan	Normal Retirement Age				Eligible for 30 at Any Age
	50	55	60	65	
Plan 1	25 years	N/A	5 years	N/A	Yes
Plan 2	N/A	25 years	15 years	8 years	No
Plan 3	N/A	25 years	15 years	5 years	No
Plan 4	N/A	25 years	15 years	8 years	Yes
Plan 5	N/A	25 years	15 years	8 years	Yes
Plan 6	N/A	25 years	20 years	8 years	Yes

- I. Normal retirement, regardless of retirement plan, shall mean sixty-two (62) years of age, with a transition period for active Employees as of October 1, 2015, as follows:

Age as of October 1, 2015	Normal Retirement Age
61 years	60 years
60 years	60 years
59 years	60 years and 3 months
58 years	60 years and 6 months
57 years	60 years and 9 months
56 years	61 years
55 years	61 years and 3 months
54 years	61 years and 6 months
53 years	61 years and 9 months
52 years	62 years

Deferred vested retirement shall be available to participants who have accrued ten (10) years of service and payable at age sixty-five (65).

In addition, early retirement shall also be offered as to benefits accrued after October 1, 2015 to participants age fifty-five (55) who have accrued thirty (30) or more years of service, with true actuarial reduction of benefits accrued after October 1, 2015 only, the methodology of which and assumptions used to determine shall be approved by the County. No pension payments accrued after October 1, 2015 are allowed to participants below age fifty-five (55). Terminated Employees may not avail themselves of these early retirement provisions and must wait until age sixty-two (62) for retirement.

The maximum duty-disability benefit that may be received by any Employee shall not exceed sixty percent (60%) of the Employee's AFC.

- J. Benefit accruals for bargaining unit members with respect to service rendered prior to October 1, 2015, will be frozen based upon a member's years of service, AFC (which shall not include unused sick leave or vacation leave banks), eligibility, and pension multiplier formula ("frozen accrued benefit") as described herein. Service earned after October 1, 2015 shall be credited to a member solely for the purposes of determining the member's vesting in and eligibility for payment of their calculated accrued benefit.

For example, an Employee retires out of Plan 6 with twenty-five (25) years of service on October 2, 2017. The first twenty-three (23) years of service shall be computed pursuant to the present provisions, i.e., the best five (5) out of the last seven (7) years of compensation. (Average of the best five (5) of the last seven (7) years of compensation x 2.5% x 23.) The last two (2) years would be computed by multiplying one and one-quarter percent (1.25%) x the two (2) years of service times the average base wage rate for the last ten (10) years. Wages shall mean wages actually paid.

- K. The Employer reserves the right to place any Employee hired after October 1, 2015 into Defined Contribution Plan 4. Active Employees hired prior to October 1, 2015 may not be moved into Plan 4. If any Employee is placed into Defined Contribution Plan 4, that Employee will only accrue benefits pursuant to the applicable provisions of that Plan. Benefit accruals for such bargaining unit members with respect to the date of implementation of this change would be frozen based on years of service accrued under their old benefit plan(s). Future service in Plan 4 will count towards both vesting of and eligibility for benefits accrued under their previous defined benefit plan(s).

Example: A bargaining unit member is forty-nine (49) years old, in Plan 5, and is hired on October 1, 2015. After five (5) years, he is placed into Defined Contribution Plan 4. As of October 1, 2020, the bargaining unit member will have five (5) years in Plan 5. The next five (5) years in Plan 4 will apply to satisfy the eligibility requirement of ten (10) years for a deferred vested pension payable at age sixty-five (65).

Employees who render ten (10) or more days of service in a calendar month shall be credited with service for that month. The Wayne County Employees' Retirement System may credit a full year of service to a member who renders at least 10/12 of a year of credited service during a calendar year. No more than one (1) year of service credit may be credited in any one calendar year.

- L. Unless otherwise specified, Employee contributions to the Wayne County Employees' Retirement System shall be six percent (6%) on the first fifty-two thousand, one-hundred and fifty-five dollars (\$52,155) of base wages annually, and seven percent (7%) of base wages exceeding fifty-two thousand, one-hundred and fifty-five dollars (\$52,155) annually. Employee contributions shall apply to fund benefits accrued after the date of October 1, 2015.

- M. Other than as provided in Section 30.01(C) herein, effective as of October 1, 2015, bargaining unit members shall not be eligible to receive any County-funded healthcare benefits upon retirement, nor will bargaining union members, including, but not limited to, those enrolled in the Health Care Retirement Trust, be offered the right or opportunity to purchase coverage under the County's group plans. However, retirees will be offered the opportunity to elect coverage under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA").
- N. Unless otherwise specified, the terms and conditions of each retirement plan as indicated in these provisions are effective October 1, 2015 ("effective date").
- O. No provision in this Agreement is intended to reduce accrued pension benefits that were earned prior to the effective date of this Agreement.
- P. Regarding deferred retirement, vesting for all defined benefit plans shall occur upon completion of ten (10) years of credited service. The amount of retirement compensation shall be computed as normal retirement but based on the actual number of years of credited service and average final compensation at the time of termination. The payment of deferred retirement benefits shall begin at age sixty-five (65). Deferred vested retirees remain ineligible for any healthcare benefits as provided in the Wayne County Health and Welfare Benefit Plan.
- Q. All Employees hired on or after December 1, 2010 shall not be eligible for a 13th check upon retirement.

30.02 **Defined Benefit Plan 1**

For Employees who are members of Defined Benefit Plan 1 on the effective date ("members"), the detailed provisions of the Ordinance shall control except as specified above or where changed or amended below.

- A. Plan Description -- Plan 1 is a defined benefit plan wherein the maximum retirement benefit shall not exceed seventy-five percent (75%) of AFC regardless of the formula or formulas used and regardless of the source of funding.

Plan Multiplier – Prior to October 1, 2015:

In calculating accrued benefit of members for all years of credited service in this plan prior to October 1, 2015, a plan multiplier of two-point sixty-five percent (2.65%) will be

used.

Plan Multiplier – Effective October 1, 2015:

For years beginning October 1, 2015 and thereafter, a plan multiplier of one and one-quarter percent (1.25%) will be used to calculate accrued benefits.

Employee contributions to the Wayne County Employees' Retirement System under this Plan shall be six percent (6%) on the first fifty-two thousand, one-hundred and fifty-five dollars (\$52,155) of base wages annually, and seven percent (7%) of base wages exceeding fifty-two thousand, one-hundred and fifty-five dollars (\$52,155) annually. Employee contributions shall apply to fund benefits accrued after the date of October 1, 2015.

- B. Non-Duty Disability -- ten (10) or more years of credited service.
- C. Duty Disability
 - 1. Receipt of worker's compensation for injury related to disability.
 - 2. May be reduced by amount of Long-Term Disability Plan payments.
 - 3. The maximum duty-disability that may be received by any employee under Defined Benefit Plan 1 shall not exceed sixty percent (60%) of the Employee's AFS as defined here.
- D. Employees have elected to withdraw from Defined Benefit Plan 1 may not return to Plan 1.

30.03 Defined Benefit Plan 2

For Employees who are members of Defined Benefit Plan 2 on the effective date ("members"), the detailed provisions of the Ordinance shall control except as specified above or where changed or amended below.

- A. Plan Description -- Plan 2 is a defined benefit plan wherein the maximum retirement benefit shall not exceed seventy-five percent (75%) of AFC regardless of the formula or formulas used and regardless of the source of funding.
- B. The amount of retirement compensation shall equal one

percent (1%) per year times average final compensation for the first twenty (20) years and one and one-quarter percent (1.25%) per year times AFC for all years of service over twenty (20) years.

- C. Compensation does not include payouts of sick annual leave or holiday banks unless expressly provided for in this Agreement.
- D. Vesting shall occur after ten (10) years of credited service.
- E. There is no Employee contribution for members.
- F. Non-Duty Disability --
 - 1. Requires ten (10) or more years of credited service.
 - 2. Benefits may be reduced by the amount of Long-Term Disability Plan payments.
- G. Duty Disability --
 - 1. Eligible Employees in Defined Benefit Plan 2 shall receive a duty-disability retirement benefit which will equal sixty percent (60%) of the Employee's AFC.
 - 2. Worker's compensation benefits for injury related to disability may be reduced by the amount of Long-Term Disability Plan payments.
- H. An Employee having elected to withdraw from Defined Benefit Plan 2 may not return to Plan 2.

30.04 **Defined Benefit Plan 3**

For Employees who are presently members of Defined Benefit Plan 3 on the effective date ("members"), the detailed provisions of the Ordinance shall control except as specified above or where changed or amended below.

- A. Plan Description -- Plan 3 is a defined benefit plan wherein the maximum retirement benefit shall not exceed seventy-five percent (75%) of AFC regardless of the formula or formulas used and regardless of the source of funding.

Plan Multiplier – Prior to October 1, 2015:

In calculating accrued benefit of members for all years of credited service in this plan prior to October 1, 2015 a plan multiplier of two percent (2%) of AFC multiplied by credited service for the first twenty (20) years; two-and-one-half percent (2.5%) of average final compensation multiplied by credited service for the next five (5) years; and three percent (3%) of AFC multiplied by credited service for years over twenty-five (25) will be used.

Plan Multiplier -- Effective October 1, 2015:

For years beginning October 1, 2015 and thereafter, a plan multiplier of one and one-quarter percent (1.25%) will be used to calculate accrued benefits.

Employee contributions to the Wayne County Employees' Retirement System under this Plan shall be six percent (6%) on the first fifty-two thousand, one-hundred and fifty-five dollars (\$52,155) of base wages annually, and seven percent (7%) of base wages exceeding fifty-two thousand, one-hundred and fifty-five dollars (\$52,155) annually. Employee contributions shall apply to fund benefits accrued after the date of October 1, 2015.

- B. Member Contribution -- The Employee contribution shall be six percent (6%) on the first fifty-two thousand, one-hundred and fifty-five dollars (\$52,155) of base wages annually, and seven percent (7%) of base wages exceeding fifty-two thousand, one-hundred and fifty-five dollars (\$52,155) annually. Employee contributions shall apply to fund benefits accrued after the date of October 1, 2015.
- C. Non-Duty Disability --
 - 1. Requires ten (10) or more years of credited service.
 - 2. Benefits may be reduced by the amount of Long-Term Disability Plan payments.
- D. Duty Disability --
 - 1. Eligible Employees in Defined Benefit Plan 3 shall receive a duty-disability retirement benefit which will equal sixty percent (60%) of the Employee's AFC.

2. Worker's compensation benefits for injury related to disability may be reduced by the amount of Long-Term Disability Plan payments.

E. Purchasing Credited Service

Employees in Plan 3 may purchase, at total actuarial cost, years of credited service earned by the Employee while employed with a previous governmental employer, not to exceed the total number of years earned with that employer.

30.05 **Defined Contribution Plan 4**

For Employees who are members of Defined Contribution Plan 4 on the effective date ("members"), the detailed provisions of the Ordinance shall control except as specified above or where changed or amended below.

- A. Effective October 1, 2015, all Employees in the Defined Contribution Plan 4 shall contribute four percent (4%) of gross wages annually to the plan.
- B. Effective October 1, 2015, the Employer shall contribute ten percent (10%) of an Employee's annual gross wages to the plan.
- C. **Contributions for members prior to October 1, 2015.**

The Employer contributed four dollars (\$4) for each one dollar (\$1) the Employee contributed.

Effective December 1, 1995, the Employer contributed five dollars (\$5) for each one dollar (\$1) the Employee contributed after twenty (20) years of service.

- D. Vesting in the Defined Contribution Plan occurs 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 Employees' 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.

3. Employees are immediately vested in one-hundred percent (100%) of their own contributions.
- E. Effective beginning December 1, 1997, Employees may contribute up to an additional seven and one-half percent (7.5%) of compensation to the Plan annually with no matching County contribution. The combined total contribution that an Employee may make to Plan 4 and to the Deferred Compensation Program (the 457 Plan) cannot exceed thirty-thousand dollars (\$30,000) annually and must otherwise conform to Internal Revenue Service Rules ("IRS") and Regulations.
- F. Non-Duty Disability -- No non-duty disability retirement healthcare benefits available.
- G. Duty Disability -- Effective October 1, 2015, eligible Employees may receive a duty-disability retirement benefit in the form of an annuity purchased from available, vested Plan 4 contributions equal to sixty percent (60%) 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.

- H. Employees having elected to withdraw from Defined Contribution Plan 4 may not return to Plan 4.

30.06 **Hybrid Retirement Plan 5**

For Employees in Hybrid Retirement Plan 5 on the effective date ("members"),

the detailed provisions of the Ordinance shall control except as specified above or where changed or amended below.

- A. Plan Description -- Hybrid Retirement Plan 5 is a defined benefit plan wherein the maximum retirement benefit shall not exceed seventy-five percent (75%) of AFC regardless of the formula or formulas used and regardless of the source of funding.

Plan Multiplier -- Prior to October 1, 2015:

In calculating accrued benefit of members for all years of credited service in this plan prior to October 1, 2015, a plan multiplier of two-percent (2%) of AFC will be used to calculate benefits.

Plan Multiplier -- Effective October 1, 2015:

In calculating accrued benefit of members for all years of credited service in this plan on or after October 1, 2015, a plan multiplier of one and one-quarter percent (1.25%) of AFC will be used to calculate benefits.

Employee contributions to the Wayne County Employees' Retirement System under this Plan shall be six percent (6%) on the first fifty-two thousand, one-hundred and fifty-five dollars (\$52,155) of base wages annually, and seven percent (7%) of base wages exceeding fifty-two thousand, one-hundred and fifty-five dollars (\$52,155) annually. Employee contributions shall apply to fund benefits accrued after the date of October 1, 2015.

B. 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 October 1, 2001.
2. Employees shall also be allowed to make contributions to the contribution side of Plan 5 with no Employer match, subject to all IRS rules and regulations.
3. An Employee having elected to transfer to the Hybrid Retirement Plan 5 may not return to their prior retirement plan.

C. Defined Benefit Provisions

1. Average final compensation shall be equal to one and one-quarter percent (1.25%) of AFC for all years of credited service accrued after October 1, 2015.

Employees of record in Hybrid Plan 5 shall contribute six percent (6%) on the first fifty-two thousand, one-hundred and fifty-five dollars (\$52,155) of base wages annually, and seven percent (7%) of annual base wages exceeding fifty-two thousand, one-hundred and fifty-five dollars (\$52,155). Employee contributions shall apply to fund benefits accrued after the date of October 1, 2015.

2. For deferred retirement, vesting shall occur upon completion of ten (10) years of credited service payable at age sixty-five (65).
3. Eligible Employees shall receive a duty-disability retirement benefit. The amount of retirement compensation shall be computed as normal retirement but based upon the actual number of years of credited service and AFC at the time of separation. The total Hybrid Retirement Plan duty-disability benefit, including that received under Section 37.06 (C)(4) below, shall not exceed sixty percent (60%) of the Employee's average compensation as otherwise provided in Defined Benefit Plan 1.
4. Payments of workers' compensation benefits will be used to reduce an Employee's retirement compensation. No age or service requirements apply.
5. Employees shall be eligible for a non-duty disability retirement upon completion of ten (10) years of credited service. The amount of retirement compensation shall be computed as normal retirement but based on the actual number of years of credited service and

average final compensation at the time of termination. The Employer reserves the right to limit payments from the Wayne County Employee's Retirement System through the use of proceeds from the Employer's long-term disability policy.

6. In the event of an Employee's death prior to retirement, normal retirement shall mean ten (10) or more years of credited service or credited service at age sixty-five (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.
7. 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.
8. Employees in the Hybrid Retirement Plan may purchase, at total actuarial cost, years of credited service earned by the Employee while employed with a previous governmental employer, not to exceed the total number of years earned with that employer.

D. Defined Contribution Provisions

1. All Employees in the Plan 5 Hybrid Retirement Plan may contribute two (2%) percent gross compensation to the plan at their option in accordance with all IRS rules and regulations; however, on or after October 1, 2015 there will be no Employer contribution to any Employee Defined Contribution Accounts. An Employee shall be immediately vested in one-hundred percent (100%) of their contributions.

2. 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.
3. Effective October 17, 2008, 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 37.06(B)(6) above, shall not exceed sixty percent (60%) 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 **Retirement Plan 6**

For Employees who are members of Defined Benefit Plan 6 on the effective date ("members"), the detailed provisions of the Ordinance shall control except as specified above or where changed or amended below.

- A. Plan Description -- Plan 6 is a defined benefit plan wherein the maximum retirement benefit shall not exceed seventy-five percent (75%) of AFC regardless of the formula or formulas used and regardless of the source of funding.

Plan Multiplier -- Prior to October 1, 2015:

In calculating accrued benefit of members for all years of credited service in this plan prior to October 1, 2015 a plan multiplier of two and one-half percent (2.5%) of AFC will be used to calculate benefits.

Plan Multiplier -- Effective October 1, 2015:

In calculating accrued benefit of members for all years of credited service in this plan on or after October 1, 2015 a plan multiplier of one and one-quarter percent (1.25%) of AFC will be used to calculate benefits.

Employee contributions to the Wayne County Employees' Retirement System under this plan shall be six percent (6%) on the first fifty-two thousand, one-hundred and fifty-five dollars (\$52,155) of base wages annually, and seven percent (7%) of base wages exceeding fifty-two thousand, one-hundred and fifty-five dollars (\$52,155) annually. Employee contributions shall apply to fund benefits accrued after the date of October 1, 2015.

1. Employees shall also be allowed to make contributions to the defined contribution side of Plan 6 with no Employer match, subject to all IRS rules and regulations.
2. An Employee having elected to transfer to Retirement Plan 6 may not return to their prior retirement plan.
3. Upon termination, an Employee may select one (1) of the following distribution options as to the funds in their defined contribution account:

- 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. Eligible Employees shall receive a duty-disability retirement benefit. The amount of retirement compensation shall be computed as normal retirement with additional service credit granted from the date of retirement to age sixty (60). The total Plan 6 duty-disability benefit, including that received under the contribution side of Plan 6, shall not exceed sixty percent (60%) 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.

30.08

No improvement or increase in retirement benefits shall retroactively increase any participant's accrued financial benefit earned through the date of such modification.

30.09 **Funding Requirements for Bonuses**

If the funding level of the plan exceeds eighty percent (80%) of liabilities on a market value basis for twelve (12) months, bargaining unit members shall

receive a seven-hundred dollar (\$700) bonus payable *pro rata* over a twelve (12) month period to members in all plans.

30.10 Purchase of Military Service

- A. All Employees may purchase up to a total of six (6) years of 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.
- B. The Retirement Board shall establish rules for implementation of this Section.

30.11 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. The provisions of Wayne County Retirement Ordinance shall continue to apply.

30.12 Retiree Life Insurance Benefits

Effective October 1, 2015, Employees who retire from the bargaining unit shall no longer receive life insurance.

30.13 Post-Retirement Health Care Benefit Trust

- A. Employee Health Care Benefit Trust
 - 1. Commencing October 1, 2015, the Employer will contribute on an annual basis two percent (2%) of the Employee's base wage rate to the Employee Healthcare Benefit Trust ("the Trust") in accordance with the terms of both the Trust and the Wayne County Health and Welfare Benefit Plan only on behalf of bargaining members presently participating and bargaining unit members with twenty (20) years or less seniority as of October 1, 2015 and otherwise not entitled to the MacDonald healthcare stipend amounts. Employees shall continue to make two percent (2%) contributions consistent with IRS rules. Other than on behalf of these Employees, the Employer shall not make any further contributions to the Trust. Equal Employer and

Employee contributions shall be made each pay period.

2. Fund distributions from the Trust will be subject to all applicable IRS Rules and Regulations.
3. For purposes of determining a participant's satisfaction of the vesting requirements established by the Trust, Employees not eligible for *Macdonald* stipends shall be credited with all County service time for vesting purposes only.
4. The Union shall be advised and consulted upon request and shall be provided with reports issues by the Trust.

30.14 Changes in Composition of the Wayne County Retirement System Retirement Commission

The Wayne County Retirement System Retirement Commission shall consist of the following ten (10) individual trustees:

- A. The chairperson of the County Commission or their designee.
- B. A trustee chosen by the Wayne County Executive, subject to approval by a majority of the County Commission, who is neither a participant in the plan or an Employee of the County.
- C. The Wayne County Executive or their designee.
- D. Two (2) trustees appointed by the Wayne County Executive, neither of whom is a participant in the plan or an Employee of the County, and each of whom must be either a licensed or certified professional in investment or finance or otherwise have an educational background and proven experience in municipal finance.
- E. Three (3) members of the Wayne County Retirement System Retirement Commission who are residents of the County to be elected by the members of the Wayne County Retirement System Retirement Commission. Each member trustee shall be from a different County Department, as provided in the County Charter of January 1, 1987. The elections shall be conducted in accordance with procedures adopted by the Wayne County Retirement System

Retirement Commission.

- F. One retired member who is a resident of the County to be elected by the retired members and beneficiaries. The election shall be conducted in accordance with procedures adopted by the Wayne County Retirement System Retirement Commission.
- G. 10th Trustee. An additional 10th trustee who shall not be a participant in the plan or employed by the County in any capacity shall be selected by the Wayne County Executive's Office, subject to approval by a majority vote of the Wayne County Retirement System Retirement Commission Board of Trustees and is a licensed or certified professional in investment or finance. Such trustee shall serve as a full member of the Wayne County Retirement System Retirement Commission Board of Trustees and vote on any and all matters considered by the Commission. The term for this trustee shall be three (3) years.

30.15 **Option to Transfer Full Administration of the Wayne County Employees' Retirement System to the Municipal Employees' Retirement System of Michigan ("MERS")**

The County has, in its discretion, the right to transfer entire administration of the Wayne County Employee's Retirement System, including, but not limited to, all defined benefit plans, investment, defined contribution plans, eligibility issues, non-duty and duty disability, to the MERS.

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 State of Michigan, Talent Investment Agency, Unemployment Insurance Agency.

The Employer shall furnish Employees with copies of any State of Michigan, Talent Investment Agency, Unemployment Insurance Agency forms as required by law.

ARTICLE 32 -- UNION BULLETIN BOARDS

32.01

The Employer agrees to furnish each Local Union adequate bulletin boards at such locations as shall be agreed between the Local Union and the Department Director. The boards shall be used only for the following notices: Union

Meetings, Union Elections, Reports of the Union, Rulings or Policies of the International Union, Recreational and Social Affairs of the Union. Notices and announcements shall not contain anything of a political or partisan nature.

32.02

It is understood that the above-mentioned bulletin boards are to be shared in common with such other Local Unions 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 federal standard mileage rate established by the Internal Revenue Service ("IRS") for each calendar year.

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, then travel to a field assignment 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 or at the end of each pay period.

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 -- WAGE ADJUSTMENTS

34.01

It is agreed between the parties that all County Employees represented by AFSCME, Local 1862, Local 2057, and Local 2926, shall continue to be paid under the County Graded Salary Plan. Appendix C.

34.02

Bargaining unit members shall either receive a five (5%) increase to their base annual salary or have their salary adjusted to the agreed upon new minimum salary for the respective classification, whichever is greater effective as of October 1, 2023. The new minimum and corresponding maximums are hereby incorporated in the County Graded Salary Plan. These increases will be processed within two (2) pay periods of Commission approval.

34.03

- A. Effective October 1, 2024, each Employee in the bargaining unit shall receive a two and one-half percent (2.5%) increase to their base annual salary. The minimum salary of each classification will be increased by two and one-half percent (2.5%).
- B. Effective October 1, 2025, each Employee in the bargaining unit shall receive a one and one-half percent (1.5%) increase to their base annual salary. The minimum salary of each classification will be increased by one and one-half percent (1.5%).
- C. Effective October 1, 2026, each Employee in the bargaining unit shall receive a one percent (1.0%) increase to their base annual salary. The minimum salary of each classification will be increased by one percent (1.0%).

34.03 **Annual Wage Bonuses**

Section A -- Annual Wage Bonuses

In January of each year of this Agreement, annual wage bonuses shall be paid to all County Employees represented by AFSCME, Local 1862, Local 2057 and Local 2926 as follows:

- A. Seven-Hundred and Fifty Dollars (\$750) for those Employees with single-person healthcare contracts or no healthcare contract;
- B. One-Thousand One-Hundred and Fifty Dollars (\$1,150) for those Employees with two-person contracts; and
- C. One-Thousand Five-Hundred Dollars (\$1,500) for those Employees with family contracts.

Employees must make one of two elections: 1) receipt of the annual bonus as taxable income; or 2) receipt of the annual bonus remitted as pre-tax funds deposited into a qualifying Health Savings Account ("HSA") by the Employer.

This wage bonus will be paid as a lump-sum payment not later than February of each calendar year during the term of this Agreement. New hires will receive this bonus in monthly installments, prorated from the date the Employee starts employment with the County. Effective January of the calendar year, after the new Employee has maintained employment with the County for a six (6) month probationary period, the Employee will receive the wage bonus as a lump sum payment. Employees who resign their employment with the County may be subject to recoupment. Employees who retire will not be subject to recoupment.

Section B -- Annual Performance Wage Bonuses

- A. Each Employee in the bargaining unit shall be eligible to receive a yearly wage bonus based upon performance. The first rating period will be October 1, 2024 through September 30, 2025.

The parties will work collaboratively to develop the performance evaluation process by March 31, 2024, in accordance with the following parameters:

1. The final evaluation will include a four (4) point rating scale that distinguishes performance levels.
 2. The evaluation process will include a minimum of four (4) formal review meetings during the annual rating period.
 3. The evaluation process will also include a performance improvement plan for any evaluation that is less than satisfactory or its equivalent.
 4. The evaluation process will allow an Employee to write a formal response to the evaluation and include a department internal appeal process. An Employee may request the union to write the response on their behalf.
 5. The final evaluation of less than satisfactory or its equivalent is a basis for discipline. The progressive discipline steps will be started at the written reprimand and any subsequent reviews of less than satisfactory or its equivalent would be a basis to move to the next disciplinary step.
 6. A pilot review period will be April 1, 2024 through September 30, 2024. The final version of a performance review form will be at the discretion of the Employer.
- B. Effective October 1, 2025, the possible yearly wage bonus will range from five-hundred dollars (\$500) if the evaluation needs improvement or its equivalent, two-thousand dollars (\$2,000) if the evaluation is satisfactory or its equivalent, and two-thousand and five-hundred dollars (\$2,500) for above satisfactory or its equivalent. Any Employee with unsatisfactory or its equivalent performance will not receive a wage bonus.
- C. Effective October 1, 2026, the possible yearly wage bonus will range from five-hundred dollars (\$500) if the evaluation needs improvement or its equivalent, two-thousand and five-hundred dollars (\$2,500) if the evaluation is satisfactory or its equivalent, and three-

thousand dollars (\$3,000) for above satisfactory or its equivalent. Any Employee with unsatisfactory or its equivalent will not receive a wage bonus.

34.04 **Annual Service Adjustments**

There will be no annual service adjustments during the term of this Agreement.

34.05 **Promotion Rule**

Employees who are promoted shall have their wage rate adjusted by seven percent (7%), provided the new wage rate is not less than the minimum rate nor greater than the maximum rate of the higher classification.

34.06 **Demotion Rule**

- A. Employees who have a classification change to a lower level or pay grade due to a lack of work, lack of funds, or for medical reasons, shall have their wage rate adjusted to provide a three and one-half percent (3.5%) decrease, provided the new wage rate is not less than the minimum rate nor greater than the maximum rate of the lower classification, level, and pay grade.
- B. Employees who have a classification change to a lower level or pay grade for any other reason (e.g., voluntary demotion), shall have their pay rate adjusted to provide a seven percent (7%) decrease, provided the new pay rate is not less than the minimum rate nor greater than the maximum rate of the lower classification, level, and pay grade.

34.07 **New Hires**

Should a newly-hired Employee be placed in the classification, level, and pay grade at a higher rate than other bargaining unit members in the same classification, the pay rate of those bargaining unit member(s) will be increased to that of the newly-hired Employee, if they possess satisfactory performance and the equivalent qualifications of the newly-hired Employee.

34.08 **Pay Grades**

Wage rates for Employees hired, re-hired, or re-employed shall not exceed the maximum of their pay grades.

34.09 **Snow and Ice Premium**

Employees in Locals 1862, 2057, and 2926 who are required to work on snow and ice assignments will receive a premium of one dollar and fifty cents (\$1.50) per hour for each actual hour worked on such assignments. An additional seventy-five cents (\$.75) per hour of actual work on snow and ice assignments will be paid for all hours actually worked on such assignments on weekends, and between midnight (12:00 a.m.) and the beginning of the Employee's regular shift during the regular workweek. This premium shall not be included in the computation of overtime rates or other premiums.

34.10 **Direct Deposit**

All Employees in the bargaining unit will be subject to enrollment in direct deposit of payroll. Employees must complete the appropriate forms for the facilitation by the County of direct deposit.

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 -- PROFESSIONAL DEVELOPMENT &
TUITION REIMBURSEMENT**

36.01 **Employee Eligibility**

Regular full-time Employees who have completed at least one (1) year of full-time service shall be eligible for professional development money and tuition reimbursement as set forth in this Article.

36.02 **Eligible Expenses**

- A. Training necessary to maintain a license or permit required by law to perform mandated County functions.
- B. The cost for any professional licenses or certifications that are required to perform the duties of an Employee's job.

- C. Job related courses which are acceptable for the occupation in which the Employee is presently working or for a classification in the County of Wayne for which the Employee is reasonably preparing to qualify, as determined in the Employer's sole discretion.
- D. Course must be conducted by an accredited educational institution and can include on-line courses.
- E. Books required for the approved courses.
- F. Professional seminars and/or conferences that are designed to contribute to the Employee's professional competence in performing the Employee's current job, or in preparing the Employee to advance towards a County career objective.
- G. Travel, lodging, meal, and other expenses are not normally covered by this Article 36 and will not be reimbursed unless prior authorization is provided by the department and in accordance with the County travel policies.

36.03

The County will reimburse bargaining unit members the cost of the Professional Engineer, Professional Land Surveyor, or Registered Architect License fee after they present the fee notice and proof of payment to the appropriate division representative. The County will only pay for the type of license it requires. Late fees will not be paid. Said payments will be deducted from the Employee's tuition reimbursement allotment.

36.04

The County will reimburse bargaining unit members up to two-hundred and fifty dollars (\$250) per individual for the cost of membership dues in Engineering, Land Surveying, Architectural, or Management Professional Organizations. The division representative will determine the organization membership(s) that would be most beneficial to County operations and shall provide a list of approved organizations for membership. The Union may make recommendations to the division representative to include additional organization within this list. Said reimbursement will be deducted from the Employee's tuition reimbursement allotment.

36.05 **Local 2926 Only**

The County will, on a biennial basis (calendar years ending in an odd number), during the term of this Agreement, reimburse the cost of electronic Personal

Data Processing Device (PDA) up to five-hundred dollars (\$500) as an aid to perform various functions related to the Engineer classification in AFSCME Local 2926 only. A smart phone will be accepted as such device since it will provide that service. However, the County will not be held responsible for any monthly charges, fees, or other miscellaneous cost associated with the use of these devices. Said reimbursement will be deducted from the Employee's tuition reimbursement allotment.

36.06 Tuition Reimbursement

The reimbursement will be one-hundred percent (100%) of actual tuition but not more than one-thousand, seven-hundred and fifty dollars (\$1,750) per fiscal year. There is no limitation on the number of courses that may be approved by the Employer within the dollar restrictions within this Section.

36.07 Procedural Requirements

In order for an Employee to be reimbursed under this Article, the following conditions must be met:

- A. The Employee must obtain approval for the expense from the designated authority with the Department and the Personne/Human Resources Department prior to attending by completing a designated application form.
- B. The Employee must present evidence at the court or event and completion of the course or event.
- C. The Employee must receive a passing grade, if grades are assigned, and present proof of the passing grade.
- D. The Employee must present an invoice for the course or event.
- E. The Employee must present proof of payment.

36.08

The Department of Personnel/Human Resources reserves the right to deny tuition reimbursement to any Employee who falsifies documentation or commits fraud for purposes of receiving tuition reimbursement.

ARTICLE 37 -- INDEMNIFICATION

37.01

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

37.02

The Employer may elect to represent an Employee in cases covered by the above provision, said representation to be through the Office of the Corporation Counsel. Upon receipt of notice of any claim or action, the Employee shall immediately notify the Office of the Corporation Counsel in writing.

37.03

In the event the Corporation Counsel has made the decision to defend, hold harmless, and indemnify an Employee but cannot represent that Employee due to a conflict of interest, the Corporation Counsel shall appoint the attorney who will represent the Employee. The costs of defense shall be limited to the usual and customary fees and costs charged for similar work by most attorneys practicing in the County of Wayne, Michigan. All Employees must cooperate with the Corporation Counsel and any appointed attorney throughout all proceedings.

37.04

Indemnification by the Employer shall be conditioned upon the Employee's cooperation with assigned counsel and the Employer in the course of the preparation and presentation of their defense, inclusive, but not limited to, investigation of the claim, responses to discovery, and other motions made in litigation, presence, and participation at pre-trial hearing, conferences, trial and, if applicable, appeals, with regard to any claim subject to this Article.

ARTICLE 38 -- DEFERRED COMPENSATION

38.01

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

ARTICLE 39 -- EMPLOYER PROVIDED UNIFORMS, CLOTHING VOUCHERS, AND WORK BOOT VOUCHERS

39.01 Uniforms

- A. Department of Public Services (DPS) Supervisors in the Equipment Division shall be furnished work uniforms which are to be maintained at the expense of the Employer.
- B. Chief Weighmasters in the Roads Division shall be furnished with work uniforms which are to be maintained at the expense of the Employee. The uniforms will be replaced by the Employer in two (2) year intervals.
- C. Employees who receive Employer furnished uniforms shall not be eligible nor will they receive a clothing voucher. Employees who receive Employer furnished uniforms are eligible for work boot vouchers. In the event an Employee is separated from County service, the Employee shall return all uniforms to the Employer. The County may withhold the value of the uniform from the Employees' last pay.

39.02 Clothing Voucher

- A. Employees who regularly perform work in the field which involves manual labor and exposure to the elements shall receive a clothing voucher in the amount of \$200 each year set forth in Appendix B.
- B. Employees who work in an eligible classification and have less than one (1) year of service, two-thousand and eighty (2,080) hours, shall receive a pro-rated amount for the clothing voucher. Thereafter, these Employees will receive a clothing voucher in the manner set forth in Article 39.02(A).
- C. The voucher must be used at the uniform store designated by the Employer.

- D. In general, Employees in divisions and classifications set forth in Appendix B are eligible for a clothing voucher. However, the County retains the discretion to determine which specific positions qualify for a clothing voucher based upon the amount of field work involving manual labor and exposure to the elements that is involved.

39.03 Work Boot Voucher

- A. Employees who regularly perform work in the field which involves manual labor and exposure to the elements shall receive a voucher in the amount of \$200 each year to be used for the purchase of work boots.
- B. Newly-hired Employees who work in an eligible classification shall receive a work boot voucher in the amount of \$100.00 upon beginning employment with the County. At the first distribution of work boot vouchers after beginning employment, the newly-hired Employees who work in an eligible classification and have less than one (1) year of service, two-thousand and eighty (2,080) hours shall receive a pro-rated amount for the work boot voucher, up to a maximum of \$100. Thereafter, these newly-hired Employees will receive a work boot voucher in the manner set forth in Article 39.03(A).
- C. The voucher must be used at the uniform store designated by the Employer.
- D. In general, Employees working in the divisions and classifications set forth in Appendix B are eligible for a work boot voucher. However, the County retains the discretion to determine which specific positions qualify for a work boot voucher bases upon the amount of field work involving manual labor and exposure to the elements that is involved.

39.04 Change in Division, Classifications, and/or Job Titles

If the divisions, classifications, and/or job titles change during the course of this collective bargaining agreement, Employees in such new categories shall continue to be eligible for the vouchers set forth in this Article based upon the criteria set forth above.

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

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 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 adjustment of current leave balances, offsetting future leave earnings, or at the option of the Employee, money may be paid back.

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. In the event it has been determined that an underpayment has occurred, the Employer shall have one (1) full pay period, except during the pay periods occurring between December 1st through January 31st, after final determination to pay the affected Employee.

ARTICLE 41 -- SPECIAL COMMITTEES

41.01 Safety Committee

The Employer and the Union agree to continue existing Safety Committee(s). The committee shall consist of one (1) representative from each Local Union, representatives of the Risk Management Division, and at least one (1) representative of Management. The committee shall attempt to meet on a monthly basis.

When agreement is reached by the Safety Committee on a matter of safety, recommendations shall be put in writing and directed to the appropriate Division

Director and/or the Director of Risk Management. A reply to such recommendations will be presented to the Safety Committee within thirty (30) days. If a reply is not received, or if the committee's recommendations are not implemented, the committee may refer the matter to the appropriate Department Director and/or the Director of Risk Management.

Union representatives on the Safety Committee shall, upon prior request and approval, be granted reasonable time to prepare, investigate, and submit reports and recommendations. Approval of such requests for time off shall not be unreasonably withheld. Any violation of the above shall be a proper subject of the grievance procedure.

41.02 Employee Assistance Advisory Committee

A committee consisting of one (1) representative from each Local Union and an equal number of representatives from the Employer shall be established to monitor and review the Employee Assistance Program. The parties recognize that substance abuse problems, including alcoholism and emotional illness, can be successfully treated, and treatment of these and other personal problems is in the best interest of the Employee, Union, and Employer.

This committee is not to be interpreted as constituting a waiver of any Employer rights.

41.03 Joint Health Care Benefits Committee

A joint study committee will be established to review changes in medical insurance coverage.

41.04 Labor Management Committee

The Employer and the Union commit to establishing a Labor-Management Committee. By mutual agreement, the Labor Management Committee may provide for other Labor Management Subcommittees as may be appropriate and may add to or delete the functions of the other committees referenced in this Article.

ARTICLE 42 -- CONTRACTING & SUBCONTRACTING OF WORK

42.01

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

ARTICLE 43 -- SUPPLEMENTAL AGREEMENTS

43.01

The parties hereto agree to negotiate in good faith on all matters not covered herein and particular to the Employer, and, if mutual agreement is reached, that agreement shall be subsequently attached hereto and made a part of this Agreement.

ARTICLE 44 -- SAVINGS CLAUSE

44.01

It is agreed that provisions for fringe benefits not changed or that are otherwise included in this Agreement remain in effect. Regardless, provisions in the prior agreement that expired September 30, 2023 that are in any way inconsistent with provisions in this Agreement are modified or eliminated in order that this Agreement controls or is otherwise fully effective. The Employer shall not establish any benefit for the Employees covered in this Agreement without first negotiating such benefit with the Union.

44.02

Except for workers' compensation claims, Employees separating from County service by resignation, retirement, or discharge shall have one-hundred and eighty (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 their employment with the County of Wayne.

ARTICLE 45 -- SUCCESSOR CLAUSE

45.01

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

ARTICLE 46 -- RESIDENCY

46.01

No Employee will be subject to any residency requirements unless mandated

by state law.

**ARTICLE 47 -- SNOW AND ICE CONTROL
DEPARTMENT OF PUBLIC SERVICES**

47.01

Snow and ice control overtime shall be considered as a separate entity from either scheduled or emergency overtime.

47.02

Employees who are pre-assigned vehicles and/or tasks to perform during snow and ice control shall be the first persons called in to work, irrespective of their accumulated overtime.

47.03

Employees who are on sick leave shall not be considered for snow and ice control overtime until all other qualified Employees have been called in and there is still work to be performed.

47.04

An Employee who is on a one (1) day annual leave shall not be considered for snow and ice control overtime during the paid leave period. Thereafter, they may become available if they indicate in writing to their supervisor that they would be available. Forms will be available for the Employee to indicate in writing that they would be available for snow and ice control.

47.05

An Employee who is on any other type of leave shall not be considered for snow and ice overtime unless the Employee indicates to the supervisor in writing their availability. Forms will be available for the Employee to indicate in writing that they will be available for snow and ice control.

47.06

Employees who are called out and respond to Snow and Ice Control overtime shall have the opportunity to remain on the equipment and/or tasks until the storm ceases. A break of sixteen (16) or more hours shall be considered as the end of the storm.

47.07

Snow and Ice Season shall run from approximately the end of October through the end of April. It shall start on the first day of a pay period and shall end on the last day of a pay period. The exact start of Snow and Ice Season shall be determined by DPS.

47.08

The declaration and length of a Snow and Ice removal project shall be at the sole discretion of DPS.

47.09

During the Snow and Ice Season only, sick leave and personal business leave utilized by Local 1862, Local 2057, and Local 2926 members in DPS shall be considered as hours worked for purposes of determining eligibility for overtime pay.

47.10

During the Snow and Ice Season, Employees in the Parks Division of the DPS may be utilized or assigned to like duties for Snow and Ice removal projects.

ARTICLE 48 -- STATUTORY EMERGENCY MANAGER

In accordance with MCL 423.215 (7), an emergency manager may be appointed under the Local Financial Stability and Choice Act, 2012 PA 436, who will have the authority to reject, modify, or terminate this Agreement as provided in the Act. The parties further recognize that inclusion of the provision in this Agreement is required by the Act and is otherwise a prohibited subject of bargaining.

ARTICLE 49 -- DURATION

49.01 Ratification of Agreement

This Agreement shall become effective as of October 1, 2023 after receipt by the County from the Union of written notice that this Agreement has been ratified by the Union, and upon approval by the Wayne County Commission, and execution by the Wayne County Executive.

49.02 Expiration Date

This Agreement shall continue in full force and effect through 11:59 p.m., September 30, 2027.

49.03 Notice to Modify, Amend or Terminate

This Agreement shall continue in effect for successive yearly periods after September 30, 2027 unless notice is given by either party at least ninety (90) days prior to that date, or any anniversary date thereafter, of its desire to modify, amend terminate this Agreement.

49.04 Addressing of Notice

Notices to the Union shall be in writing and shall be sufficient if sent by mail addressed to Locals 1862, 2057 and 2926 and AFSCME Michigan, 7700 Second Avenue, Suite 314, Detroit, Michigan, 48202, or to such other address as the Unions or AFSCME Michigan shall furnish to the County. Notices to Wayne County shall be in writing and shall be sufficient if sent by mail addressed to Wayne County, Personnel/Human Resources, Labor Relations Division, Guardian Building, 500 Griswold, 9th Floor, Detroit, Michigan 48226, or to such other address as the County shall furnish to the Union.

In Witness Whereof, the parties hereto have executed this Agreement as of the date indicated:

FOR THE UNION:

Richard Johnson
Richard E. Johnson
Staff Representative
AFSCME Michigan, AFL-CIO

Date: 3-26-2024

Yolanda M. Shepard
Yolanda Shepard, President
AFSCME Local 1862

Date: 03-25-2024

Dawn Montgomery-Hall
Dawn Montgomery-Hall, President
AFSCME Local 2057

Date: 03-25-2024

Bernabe Salinas
Bernabe Salinas, President
AFSCME Local 2926

Date: 3-26-2024

FOR THE COUNTY:

Donna Wilson
Donna Wilson
Director of Personnel/Human
Resources

Date: 03-26-2024

DocuSigned by:
Brian Manning Gov
1E49F8E5D1A840B
Warren C. Evans
Wayne County Executive
4/12/2024 | 3:03:15 PM EDT
Date: _____

Approved by:

Wayne County Commission

Resolution Number: ~~2024-249~~ 2024-251

04-09-2024
Date: _____

APPENDIX A

LOCAL 1862 -- PROFESSIONAL TECHNICAL

TITLE	GRADE
Assistant Supervisor-Field Timekeeping	19
Department Manager 1-M&B	22
Department Manager 2-M&B	23
Building Maintenance Supervisor	21
Chief Weighmaster	22
Department Manager 1-IPPM	22
Department Manager 4-IPPM	25
DPS Department Manager 1	22
DPS Department Manager 2	23
DPS Department Manager 3	24
DPS Department Manager 4	25
DPS Department Manager 5	26
DPS Department Manager 6	27
DPS Department Manager 7	28
DPS Department Supervisor 1	16
DPS Department Supervisor 2	17
DPS Department Supervisor 3	18
DPS Department Supervisor 4	19
Inventory Control Supervisor	19
DPS Department Supervisor 5	20
DPS Department Supervisor 6	21
DPS Department Supervisor 7	22
Equipment Repair Supervisor 2	23
Forestry Supervisor	22
Safety Engineer	21
Senior Project Supervisor	22
Senior Accountant	22

LOCAL 2057 -- TECHNICAL

TITLE	GRADE
Equipment Repair Supervisor 1	21
DPS Supervisor 1 (Roads & Parks)	21
DPS Supervisor 2 (Roads & Parks)	22
DPS Bridge Mechanic Supervisor 1	19
DPS Plumber Supervisor 2	Flat Rate
DPS Carpenter Supervisor 2	Flat Rate
DPS Electrician Supervisor 1	Flat Rate
DPS Electrician Supervisor 2	Flat Rate
DPS Bridge Mechanic Supervisor 2	Flat Rate

LOCAL 2926 -- PROFESSIONAL

TITLE	GRADE
Engineer - Entry	23
Engineer - Journey 1	25
Engineer -Journey 2	26
Engineer -Licensed Professional	27
Engineer-Senior Licensed Professional	31
Engineering Cooperative Student	Flat Rate

APPENDIX B

CLASSIFICATIONS – Clothing & Boot**LOCAL 1862 -- PROFESSIONAL TECHNICAL****EQUIPMENT DIVISION**

TITLE	GRADE	CLOTHING & BOOT	BOOT ONLY
Department Manager 1-IPPM	22		X
Department Manager 4--IPPM	25		X
Inventory Control Supervisor	19	X	
Equipment Repair Supervisor 2	23	X	
Fleet Acquisition Specialist	24	X	

LOCAL 2057—TECHNICAL

TITLE	GRADE	CLOTHING & BOOT	BOOT ONLY
Equipment Repair Supervisor 1	21		X

LOCAL 1862 -- PROFESSIONAL TECHNICAL**PARKS DIVISION**

TITLE	GRADE	CLOTHING & BOOT	BOOT ONLY
DPS Department Manager 1	22	X	
DPS Department Manager 2	23	X	
DPS Department Manager 4	25	X	
DPS Department Manager 5	26	X	
DPS Department Manager 7	28	x	
DPS Department Supervisor 1	16	X	
DPS Department Supervisor 2	17	X	
DPS Department Supervisor 4	19	X	

LOCAL 2057 -- TECHNICAL

TITLE	GRADE	CLOTHING & BOOT	BOOT ONLY
DPS Supervisor 1	21	X	
DPS Supervisor 2	22	X	

LOCAL 1862 -- PROFESSIONAL TECHNICAL**ENGINEERING DIVISION**

TITLE	GRADE	CLOTHING & BOOT	BOOT ONLY
DPS Department Manager 2	23	X	
DPS Department Manager 3	24	X	
DPS Department Supervisor 1	16	X	
Senior Project Supervisor	22	x	

LOCAL 2926 -- PROFESSIONAL

TITLE	GRADE	CLOTHING & BOOT	BOOT ONLY
Engineer-Entry	23	X	
Engineer-Journey 1	25	x	
Engineer-Journey 2	26	X	
Engineer -Licensed Professional	27	X	
Engineer-Senior Licensed Professional	31	X	
Engineering Cooperative Student	Flat Rate		

LOCAL 1862 -- PROFESSIONAL TECHNICALROADS DIVISION

TITLE	GRADE	CLOTHING & BOOT	BOOT ONLY
Building Maintenance Supervisor	21	X	
Chief Weighmaster	22		X
DPS Department Manager 1	22	X	
DPS Department Manager 2	23	X	
DPS Department Manager 3	24	X	
DPS Department Manager 4	25	X	
DPS Department Manager 5	26	X	
DPS Department Supervisor 3	18	X	
DPS Department Supervisor 4	19	X	
Forestry Supervisor	22	X	

LOCAL 2057 -- TECHNICAL

TITLE	GRADE	CLOTHING & BOOT	BOOT ONLY
DPS Supervisor 1	21	X	
DPS Supervisor 2	22	X	
DPS Bridge Mechanic Supervisor 1	19	X	
DPS Plumber Supervisor 2	Flat Rate	X	
DPS Carpenter Supervisor 2	Flat Rate	X	
DPS Electrician Supervisor 1	Flat Rate	X	
DPS Electrician Supervisor 2	Flat Rate	X	

LOCAL 2926 -- ROADS

TITLE	GRADE	CLOTHING & BOOT	BOOT ONLY
Engineer Entry	23	X	
Engineer-Journey 1	25	x	
Engineer-Journey 2	26	X	
Engineer -Licensed Professional	27	X	
Engineer-Senior Licensed Professional	31	X	

APPENDIX C

COUNTY GRADED SALARY PLAN WAGE ADJUSTMENTS

The County and Union have mutual goals of attracting and retaining employees. Wages, career paths, and other terms and conditions of employment support these stated goals. The Parties agree as follows:

- A. Wages and other characteristics of the following job classifications in **Local 1862** shall be adjusted as set forth below:
 - 1. Local 1862 members in the Parks Division shall initially receive a three percent (3%) increase to their base annual salary before applying the increase identified in Paragraph A-2.
 - 2. All employees in Local 1862 shall receive a five percent (5%) increase to their base annual salary or the minimum as set forth in the County Graded Salary Plan whichever is higher.
- B. Wages and other characteristics of the following job classifications in **Local 2057** shall be adjusted as set forth below:
 - 1. Local 2057 members in the Parks Division shall initially receive a three percent (3%) increase to their base annual salary before applying the increase identified in Paragraph B-2.
 - 2. Employees in Local 2057 shall receive a five percent (5%) increase to their base annual salary or the minimum as set forth in the County Graded Salary Plan, whichever is higher.
- C. Wages and other characteristics of the following job classifications in **Local 2926** shall be adjusted as set forth below:
 - 1. Employees in the job classification of Engineer-Entry level will retain the same Salary Grade 23 and shall receive a five percent (5%) increase to their base annual salary or the minimum as set forth in the County Graded Salary Plan, whichever is higher unless they qualify for reclassification to the Engineer-Journey 1 or Engineer-Journey 2. Employees in this classification are eligible for overtime payments.
 - 2. Two (2) new classifications, Engineer-Journey 1 and Engineer-Journey 2 will be established. Employees in these classifications are eligible for overtime payments.
 - a. Current employees who are classified as Engineer-Journey and who only meet the qualifications for the Engineer-Journey 1 classification receive a five percent (5%) increase to their base annual salary or the minimum as set forth in the County Graded Salary Plan, whichever is higher.

- b. Current employees who qualify will be placed at the Engineer-Journey 1 with a Salary Grade 25 and shall receive a five percent (5%) increase to their base annual salary or the minimum as set forth in the County Graded Salary Plan, whichever is higher.
 - c. Current employees who qualify will be placed at the Engineer-Journey 2 with a Salary Grade 26 and shall receive a five percent (5%) increase to their base annual salary or the minimum as set forth in the County Graded Salary Plan, whichever is higher.
- 3. Employees in the job classification of Engineer -Licensed Professional will retain the same Salary Grade 27 and shall receive a five percent (5%) increase to their base annual salary or the minimum as set forth in the County Graded Salary Plan, whichever is higher. Employees in this classification are eligible for overtime payments.
- 4. Employees in the job classification of Engineer – Senior Licensed Professional will retain the same Salary Grade 31 and shall receive a five percent (5%) increase to their base annual salary or the minimum as set forth in the County Graded Salary Plan, whichever is higher. Employees in this classification are not eligible for overtime payments.
- D. The County and the Union discussed the importance of career paths to attract and retain a qualified workforce: as such, the County acknowledges such career progression will occur at certain levels. Employees that have 1.) exhibited satisfactory performance of their job duties, and 2.) met the minimum education, experience and/or licensure requirements as identified in the prospective job description shall be reclassified into the next progressive level. Such reclassifications shall occur without a vacancy being needed. Reclassifications shall occur for the following classifications within this agreement:
 - Engineer – Entry to Engineer Journey (Level 1 or 2) through Engineer -Licensed Professional
- E. The new minimum salary for all bargaining unit employees shall be reflected in the County Graded Salary Plan and shall be updated annually to the agreed upon annual salary increases set forth in Article 34.03-Wage Adjustments. The County has committed to updating the County Graded Salary Plan to ensure the new minimums and any needed changes to the maximums will occur.
- F. To the extent that the contents of this County Graded Salary Plan require changes to the County Pay Plan or County policies, such changes shall be made without the need for any further agreement or negotiations among the Parties.
- G. This County Graded Salary Plan is not intended to change or alter any portion of the CBA among the Parties that is not specifically mentioned or specifically addressed herein.

APPENDIX D

MEDICAL / PRESCRIPTION DRUG MONTHLY CONTRIBUTIONS AND BENEFIT COMPARISON

The following chart describes the essential features of the health insurance plan in general terms. Unless otherwise specified, the summary describes in-network services. It is not intended to be a full description of coverage. The complete plan is described in the applicable collective bargaining agreement, executive benefit plan and/or Wayne County Health and Welfare Benefit Plan of 2006. A copy of the benefit plan is available from the plan administrator upon request to all interested parties. A certificate is available from the insurer upon request to all interested parties.

Medical and Prescription Drug Plan Benefits

Benefit Description	Simply Blue HDHP	Blue Care Network HDHP HMO	Blue Care Network HDHP HMO with PCP Focus Network	Blue Care Network Copay HMO with PCP Focus Network
Plan Type	HDHP / PPO	HDHP / HMO	HDHP / HMO	HMO
Click here for to obtain a copy of the most recent Summary of Benefits and Coverage (SBC) for these plans https://www.waynecounty.com/departments/mb/benefits/benefit-comparisons.aspx				
2023 / 2024 Employee MONTHLY Contributions Toward Health Plan Enrollment for the period 1/1/2024 through 12/31/2024				
Single person coverage	\$144.11	\$90.02	\$75.81	\$75.81
Two-person coverage	\$345.86	\$218.86	\$181.94	\$181.94
Family coverage	\$432.33	\$271.22	\$227.42	\$227.42
Services in the Hospital				
Number of days of care	Unlimited	Unlimited	Unlimited	Unlimited
Semi-private room and intensive care	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible
Miscellaneous services	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible
Surgery and all related surgical services	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible
Anesthesia	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible
Laboratory tests and x-rays	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible
Physical therapy	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible
Medicines and drugs	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible
Human Organ Transplant	Covered 80% after deductible. Specified human organ transplants - must be in a designated facility and coordinated through the plan's Human Organ Transplant Program	Covered 80% after deductible. Specified human organ transplants - must be in a designated facility and coordinated through the plan's Human Organ Transplant Program	Covered 80% after deductible. Specified human organ transplants - must be in a designated facility and coordinated through the plan's Human Organ Transplant Program	Covered 80% after deductible. Specified human organ transplants - must be in a designated facility and coordinated through the plan's Human Organ Transplant Program
Emergency Care (Medical and Accidental)				
Hospital and physician services	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible
Urgent care facility	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible
Ambulance	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible
Physician Services				
Routine / periodic physical exam	Covered 100% once per calendar year	Covered 100% once per calendar year	Covered 100% once per calendar year	Covered 100% once per calendar year
Office visits with medical diagnosis	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	\$30 copay/visit - deductible does not apply
Consulting specialist care	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	\$50 copay/visit - deductible does not apply
Maternity Services Provided by a Physician				
Outpatient post-natal care	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible
Delivery in hospital	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible

Benefit Description	Simply Blue HDHP	Blue Care Network HDHP HMO	Blue Care Network HDHP HMO with PCP Focus Network	Blue Care Network HMO with PCP Focus Network
Newborn baby care in hospital	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible
Prescription Drugs				
Generic drug - Preferred (30-day supply)	Covered with \$10 copay after deductible	Covered with \$10 copay after deductible	Covered with \$4 copay after deductible	\$4 copay (no deductible)
Generic drug - Non-Preferred (30-day supply)	Covered with \$10 copay after deductible	Covered with \$10 copay after deductible	Covered with \$15 copay after deductible	\$10 copay (no deductible)
Brand-name drug - Formulary (30-day supply)	Covered with \$35 copay after deductible	Covered with \$35 copay after deductible	Covered with \$40 copay after deductible	\$35 copay (no deductible)
Brand-name drug - Non-Formulary (30-day supply)	Covered with \$50 copay after deductible	Covered with \$50 copay after deductible	Covered with \$80 copay after deductible	\$70 copay (no deductible)
Specialty drug - Preferred	Covered with \$50 copay after deductible	Covered with \$50 copay after deductible	20% coinsurance after deductible (max \$200)	\$100 copay (no deductible)
Specialty drug - Non-Preferred	Covered with \$50 copay after deductible	Covered with \$50 copay after deductible	20% coinsurance after deductible (max \$300)	\$100 copay (no deductible)
Mail-order drug / 90-day retail (90-day supply)	2 times 30-day supply copay after deductible	2 times 30-day supply copay after deductible	2 times 30-day supply copay after deductible	2 times 30-day supply copay (no deductible)
Annual copay dollar maximums (out-of-pocket maximums)	Included in overall plan out-of-pocket maximum	Included in overall plan out-of-pocket maximum	Included in overall plan out-of-pocket maximum	Included in overall plan out-of-pocket maximum
Other Features	~ Custom Select Formulary ~ \$500 per member per year covered at 100% for preventive drugs (as defined by insurance carrier) ~ Mandatory generic ~ Step Therapy ~ 90-day retail program	~ Custom Select Formulary ~ Mandatory generic ~ Step Therapy ~ 90-day retail program	~ Custom Formulary ~ Mandatory generic ~ Step Therapy ~ 90-day retail program	~ Custom Select Formulary ~ Mandatory generic ~ Step Therapy ~ 90-day retail program
Diagnostic and Therapeutic Procedures				
Laboratory tests	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	100%, no deductible
Radiation therapy	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible
Physical, speech & occupational Therapy	Covered 80% after deductible up to a combined 60 visits per calendar year	Covered 80% after deductible, up to 60 visits per calendar year for any combinations of outpatient rehabilitation therapies	Covered 80% after deductible, up to 60 visits per calendar year for any combinations of outpatient rehabilitation therapies	Covered, \$50 copay after deductible, up to 60 visits per calendar year for any combinations of outpatient rehabilitation therapies
Diagnostic radiology	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	
Preventative Services				
Routine / Preventative Physical Exam	Covered 100% once per calendar year	Covered 100% once per calendar year	Covered 100% once per calendar year	Covered 100% once per calendar year
Well-baby care visits	Covered 100%: ~ 8 visits, birth through 12 months ~ 6 visits, 13 mos. through 23 mos. ~ 6 visits, 24 mos. through 35 mos. ~ 2 visits, 36 mos. through 47 mos.	Covered 100%: ~ 8 visits, birth through 12 months ~ 6 visits, 13 mos. through 23 mos. ~ 6 visits, 24 mos. through 35 mos. ~ 2 visits, 36 mos. through 47 mos.	Covered 100%: ~ 8 visits, birth through 12 months ~ 6 visits, 13 mos. through 23 mos. ~ 6 visits, 24 mos. through 35 mos. ~ 2 visits, 36 mos. through 47 mos.	Covered 100%: ~ 8 visits, birth through 12 months ~ 6 visits, 13 mos. through 23 mos. ~ 6 visits, 24 mos. through 35 mos. ~ 2 visits, 36 mos. through 47 mos.
Immunizations	Covered 100%	Covered 100%	Covered 100%	Covered 100%

Benefit Description	Simply Blue HDHP	Blue Care Network HDHP HMO	Blue Care Network HDHP HMO with PCP Focus Network	Blue Care Network HMO with PCP Focus Network
Voluntary Female Sterilization	Covered 100%	Covered 100%	Covered 100%	Covered 100%
IUDs and other contraceptive devices	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Mammography screening	Covered 100% once per calendar year	Covered 100% once per calendar year	Covered 100% once per calendar year	Covered 100% once per calendar year
Pap Smear	Covered 100% once per calendar year	Covered 100% once per calendar year	Covered 100% once per calendar year	Covered 100% once per calendar year
Fecal Occult Blood Screening	Covered 100% once per calendar year	Covered 100% once per calendar year	Covered 100% once per calendar year	Covered 100% once per calendar year
Flexible sigmoidoscopy exam	Covered 100% once per calendar year	Covered 100% once per calendar year	Covered 100% once per calendar year	Covered 100% once per calendar year
Prostate specific antigen (PSA) screening	Covered 100% once per calendar year	Covered 100% once per calendar year	Covered 100% once per calendar year	Covered 100% once per calendar year
Mental Health Care Services				
Outpatient psychiatric services	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	\$30 copay, no deductible
Inpatient psychiatric services	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible
Substance Abuse Treatment				
Outpatient substance abuse treatment	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	Covered \$30 copay, no deductible
Inpatient substance abuse treatment	Covered 80% after deductible up to 60 days per calendar year	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible
Alternative to Hospital Care				
Skilled nursing facility	Covered 80% after deductible, up to 90 days per calendar year	Covered 80% after deductible, (up to 730 days renewable after 60 days)	Covered 80% after deductible, up to 45 days per calendar year	Covered 80% after deductible, up to 45 days per calendar year
Home health care services	Covered 80% after deductible	Covered 80% after deductible	Covered 80% after deductible	\$50 copay (no deductible)
Custodial care facility	Not covered	Not covered	Not covered	Not covered
Hospice care facility	Covered 80% after deductible up to four 90-day periods; limited to dollar maximum that is reviewed and adjusted periodically	Covered 80% after deductible	Covered 80% after deductible	Covered 100% after deductible
Chiropractic Services	Covered 80% after deductible up to 24 visits per calendar year	Covered 80% after deductible, up to 30 visits per calendar year when referred	Covered 80% after deductible, up to 30 visits per calendar year when referred	Covered \$50 copay, no deductible, up to 30 visits per calendar year when referred
Appliances and Prosthetic Devices	Covered 80% after deductible	Covered 80% after deductible	Covered 50% after deductible	Covered 50%
Durable Medical Equipment	Covered 80% after deductible	Covered 80% after deductible	Covered 50% after deductible	Covered 50%
Hearing Services				
Hearing screening	Not covered	Not covered	Not covered	Not covered
Hearing examination	Covered 80% after deductible with medical diagnosis only	Covered 80% after deductible with medical diagnosis only	Covered 80% after deductible with medical diagnosis only	Covered 80% after deductible with medical diagnosis only
Hearing aids	Not covered	Not covered	Not covered	Not covered

Benefit Description	Simply Blue HDHP	Blue Care Network HDHP HMO	Blue Care Network HDHP HMO with PCP Focus Network	Blue Care Network HMO with PCP Focus Network
Deductibles, Copays, Benefit and Out-of-Pocket Maximums				
In-network annual deductible	\$1,600 for a one-person contract \$3,200 for a family contract (2 or more members) each calendar year (no 4th quarter carry-over)	\$1,600 for a one-person contract \$3,200 for a family contract (2 or more members) each calendar year (no 4th quarter carry-over)	\$1,600 for a one-person contract \$3,200 for a family contract (2 or more members) each calendar year (no 4th quarter carry-over)	\$1,600 for a one-person contract \$3,200 for a family contract (2 or more members) each calendar year (no 4th quarter carry-over)
Out-of-network annual deductible	\$3,200 for a one-person contract \$6,400 for a family contract (2 or more members) each calendar year (no 4th quarter carry-over)	Not applicable	Not applicable	Not applicable
In-network flat-dollar copays	See "Prescription Drugs" section	See "Prescription Drugs" section	See "Prescription Drugs" section	\$30 for office visits, \$50 for referral physician visits, \$50 for urgent care visits, \$250 for emergency room visits. For prescriptions, see "Prescription Drugs" section
In-network coinsurance	20% of approved amount for most covered services	20% of approved amount for most covered services	20% of approved amount for most covered services	20% of approved amount for most covered services
Out-of-network coinsurance	40% of approved amount for most covered services	Not applicable	Not applicable	Not applicable
In-network annual out-of-pocket maximums ~ applies to deductibles and coinsurance amounts for all covered services - including prescription drug cost-sharing	\$2,300 for a one-person contract \$4,800 for a family contract (2 or more members) each calendar year	\$2,300 for a one-person contract \$4,800 for a family contract (2 or more members) each calendar year	\$2,300 for a one-person contract \$4,800 for a family contract (2 or more members) each calendar year	\$2,300 for a one-person contract \$4,800 for a family contract (2 or more members) each calendar year
Out-of-Network annual out-of-pocket maximums ~ applies to deductibles and coinsurance amounts for all covered services - including prescription drug cost-sharing	\$4,600 for a one-person contract \$9,200 for a family contract (2 or more members) each calendar year	Not applicable	Not applicable	Not applicable
Health Savings Account (HSA) Qualified	Yes	Yes	Yes	No
Insurance Company Contact Information				
Insurance Carrier	Blue Cross Blue Shield of MI (BCBSM)	Blue Care Network (BCN)	Blue Care Network (BCN)	Blue Care Network (BCN)
Customer Service Number	(877) 790-2583	(800) 662-6667	(800) 662-6667	(800) 662-6667
Address	600 E. Lafayette Blvd Detroit, MI 48226	20500 Civic Center Dr. Southfield, MI 48076	20500 Civic Center Dr. Southfield, MI 48076	20500 Civic Center Dr. Southfield, MI 48076
Web Site	www.bcbsm.com	www.bcbsm.com	www.bcbsm.com	www.bcbsm.com

APPENDIX E

NON-MEDICAID/MEDICARE ELIGIBLE MONTHLY STIPEND SCHEDULE

<u>ADJUSTED GROSS INCOME</u>	<u>STIPEND</u>
RETIREE	
Less than \$30,000	\$153.25
\$30,000 to \$45,000	\$306.51
\$45,000 or more	\$613.02
RETIREE AND SPOUSE (OR ONE DEPENDENT)	
Less than \$35,000	\$229.88
\$35,000 to \$65,000	\$459.76
\$65,000 or more	\$1,149.41
FAMILY	
Less than \$40,000	\$229.88
\$40,000 to 55,000	\$459.76
\$55,000 to \$70,000	\$613.02
\$70,000 or more	\$1,226.03

APPENDIX F

Vision Plan – Heritage Vision

Service	Heritage Vision Base Plan	Heritage Vision Enhanced Plan
Monthly Employee Contributions		
Single	Covered by the County	\$0.81
Two-Person	Covered by the County	\$7.28
Family	Covered by the County	\$13.14
Benefits		
Benefit Frequency (exam, frames, and lenses)	Every 24 months	Every 12 months
Eye Exam	Covered 100%	Covered 100% after \$5 copay
Eyeglass Frames	\$75 retail allowance 20% discount applied to member's balance for frame amount exceeding \$75 allowance	\$130 Retail Allowance 20% discount applied to member's balance for frame amount exceeding \$130 allowance
Lenses (Per Pair): Choice of One (plastic or glass is covered)		
Single Vision Lenses	Covered 100%; no co-pay	Covered 100% after \$10 Copay
Bifocal Lenses		
Trifocal Lenses		
Lenticular Lenses		
Progressive Lenses		
Lens Options and Upgrades:		
Tint (one solid color tint allowed)	Covered 100%; no co-pay	Covered 100%; no co-pay
Other Lens Options: • Thinner Lenses • Scratch Coating • UV Coating • Anti-Reflective Coating • Transitions	20% Preferred Pricing Discount for all lens options and upgrades not covered by the plan	20% Preferred Pricing Discount for all lens options and upgrades not covered by the plan
Contact Lenses (instead of eyeglass frames and lenses): Benefit applies to contact lens exam, and cost of lenses and professional fitting		
Elective/Cosmetic Contact Lenses	\$100 retail contact allowance; no co-pay (You pay contact lens expenses over \$100)	\$130 Retail Allowance 10% discount applied to member's balance for frame amount exceeding \$130 allowance
Medically Necessary Contact Lenses	Covered 100%; no co-pay	Covered 100%; no co-pay

APPENDIX G

Dental Plans – Delta Dental & DENCAP Dental

	Delta Dental EPO*	Delta Dental PPO**	Dencap Smile Guard	Dencap Radiant
Monthly Employee Contributions				
Single	Covered by the County	\$12.87	Covered by the County	\$39.70
Two Person	Covered by the County	\$43.24	Covered by the County	\$68.25
Family	Covered by the County	\$91.05	Covered by the County	\$103.50
Amounts are What YOU Pay				
Annual Deductible	\$0	\$0	\$0	\$0
Diagnostic and Preventive Care (e.g., routine exams, cleanings, x-rays, fluoride treatment)	\$0	\$0	\$0	\$0
Basic Care (e.g., fillings, crowns, extractions)	Not covered	\$0	50%	\$0
Major Care (examples: root canals, bridges, dentures)	Not covered	15%	70%	15%
Orthodontic Care (children and adults) (e.g., braces)	Not covered	50%	Covered up to \$1,800 for dependents up to age 19; \$1,500 for employee and spouse	\$1,250 copay; no benefit maximum

*You must choose a primary care provider

- ** Benefits only provided for care received from in-network dentists, except for limited emergency care
 ** See any dentist. Benefits are greater if you see in-network dentists because they discount their fees

APPENDIX H



County of Wayne, Michigan

LONG-TERM DISABILITY INCOME BENEFIT PLAN

Amended and Restated Effective as of
June 1, 2015

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PART I
ESTABLISHMENT AND PURPOSE

- 1.1 Establishment.** Effective July 1, 1984, the County of Wayne, Michigan (the "County") established the County of Wayne, Michigan Disability Income Benefit Plan (hereinafter the "Plan"). The Plan was subsequently amended as of December 1, 1990, and is hereby amended and restarted in its entirety, effective as June 1, 2015.
- 1.2 Purpose.** The purpose of the Plan is to provide long-term disability income benefits to eligible Full-Time Employees of the County or any other Participating Unit.
- 1.3 Authority.** The County has authority and control over all terms and aspects of the Plan, including the design of benefits provided under Part VI and the establishment of a funding policy. The County also shall have the authority to amend or terminate the Plan.
- 1.4 Conformity with State of Michigan Statutes.** Any provision of the Plan, which is in conflict with the Statutes of the State of Michigan, is hereby amended to conform to the minimum requirements of such Statutes.

PART II
DEFINITIONS

The following words and phrases shall have the following meanings:

- 2.1 "Actively At Work"** means the Participant's attendance in person at his/her usual and customary place of employment with the County or a Participating Unit, acting in the regular performance of the duties of his/her occupation for wages or profit, or those who are on an approved leave of absence of less than 3 months.
- 2.2 "Annual Pay Rate"** means a Participant's regular annual rate of pay, exclusive of any overtime, shift differential, longevity pay, or any other payments. For a salaried employee, Annual Pay Rate shall be his/her annual salary, exclusive of any overtime or bonuses. For an employee paid on an hourly basis, his/her Annual Pay Rate shall be the accumulation of his/her hourly wages, up to a maximum of 40 hours per week.
- 2.3 "Benefits"** means the income provided under the Plan pursuant to the terms of Part VI.
- 2.4 "Benefit Days"** means the total days of a Participant's Disability less any and all Elimination Periods.
- 2.5 "County"** means the County of Wayne, Michigan, acting pursuant to the Charter and Statutes of the State of Michigan.
- 2.6 "Daily Rate"** means the daily amount of Benefits paid to a Participant, as specified in Section 6.4.

- 2.7 "Disability"** means that period of time during which a Participant is totally unable to perform in his/her usual or principal work and receives no earnings for performing other work or services. If the Disability continues for more than 24 months, it shall be defined thereafter as that period of time during which the Participant is totally unable to perform in any other gainful work or service for which he/she is reasonably fitted by education, training, or experience.
- 2.8 "Effective Date"** means June 1, 2015, the effective date of the current amendment and restatement of the Plan.
- 2.9 "Elimination Period"** means the consecutive number of days required under the Plan for a Participant to qualify for payment of Benefits, as set forth in Part II, Section 2.20 and per Part V1, Section 6.2 of the Plan.
- 2.10 "Full-Time Employee"** means an individual who is regularly scheduled to work at least 40 hours per week, unless otherwise specified by a collective bargaining agreement.
- 2.11 "Length of Service"** means the period of a Participant's continuous employment with the County or any other Participating Unit. Length of Service of a Participant who incurs a break or interruption in his/her employment shall not include his/her service prior to the break or interruption. However, any layoff, leave of absence without pay for reasons other than Disability, time off without pay on a continuous basis from any approved Disability absence shall not be considered as a break or interruption of employment for the purpose of determining Length of Service, but shall be deducted from the total length of service.
- Once a Participant has received Benefits under the Plan for a specific Length of Service or portion thereof, the portion of such Length of Service for which Benefits have been paid shall not be included in determining the Participant's Length of Service for a future period of Disability.
- A Participant's period of Disability may be included in his/her Length of Service in determining the duration of his/her Benefits for a future period of Disability, but only if the Participant does not incur a break or interruption of employment upon recovering from his/her initial period of Disability and he/she again becomes Actively At Work for at least one year.
- 2.12 "Military Service"** means service in the Army, Navy, Air Force, Marine Corps, Coast Guard, or any other recognized branch of service pertaining to the U.S military.
- 2.13 "Monthly Benefit"** means the monthly amount of a Participant's Benefit under the Plan, which shall not exceed the Monthly Maximum, as set forth in the Collective Bargaining Agreement.
- 2.14 "Monthly Maximum"** means the maximum amount of a Participant's Monthly Benefit allowable under the Plan, as set forth in the Collective Bargaining Agreement.
- 2.15 "Participant"** means a person who is covered under the Plan by virtue of his/her satisfaction of the eligibility requirements contained in Part V.
- 2.16 "Participating Unit"** means the County and any other entity that is designated by the County as entitled to adopt the Plan for the benefit of its eligible employees, and which does adopt the Plan with the approval of the County.

- 2.17 "Plan"** means the County of Wayne, Michigan Long-Term Disability Income Benefit Plan, as set forth in this document, and as amended from time to time.
- 2.18 "Plan Administrator"** means the person or entity that is appointed by the County to administer the Plan in accordance with Section 8.2 or, if no such person or entity is appointed, the County shall be the Plan Administrator.
- 2.19 "Retirement"** means when Participant is eligible for retirement benefits pursuant to the CBA or meets the full retirement age under the Federal Social Security Act.
- 2.20 "Schedule of Benefits"** means the schedule set forth in the collective bargaining agreement to the Plan that specifies the amount of benefits to be provided.
- 2.21 "Service Provider"** means any insurance or other company selected by the Plan Administrator to which certain administrative duties related to the Plan may be delegated.

PART III

ADOPTION BY PARTICIPATING UNITS

- 3.1 Adoption** The County by action of the director of its Benefits Administration Division or any other duly authorized officer or official of the County, may grant to any affiliated governmental entity the power to adopt the Plan for the benefit of its employees by an authorizing vote of its governing body. Any such affiliated entity that adopts the Plan shall be considered a Participating Unit hereunder.
- 3.2 Subject to Plan** Each Participating Unit shall be subject to the terms and conditions of the Plan as administered by the Plan Administrator.
- 3.3 Termination of Participation** A Participating Unit may at any time terminate its participation in the Plan by notifying the Plan Administrator in writing of its intent to do so. No Benefits claimed under the Plan prior to the effective date of such termination shall be forfeited.

PART IV

CONTRIBUTIONS AND FUNDING

- 4.1 County Contributions** The contributions required to fund and /or provide payment of Benefits under the Plan shall be made by the County.
- 4.2 Participant Contributions** Participant contributions shall not be made, unless the County provides notice to Participants, any Participating Units, and all affected collective bargaining units that such Participant contributions will be required. Subject to the terms of any applicable collective bargaining agreement, the Plan Administrator shall establish the effective date and the amounts of any such Participant contributions.
- 4.3 Funding Policy** The County or the Plan Administrator acting on behalf of the County may establish a funding policy with respect to contributions made to a fund established on behalf of the Plan. In establishing a funding policy, the County or the Plan Administrator shall consider:

- (a) the amounts needed to finance the Benefits not provided through insurance
- (b) the possible establishment of reserves to fund Benefits on a sound basis; and
- (c) recommendations of an actuary with respect to appropriate funding levels relating to the Benefits provided hereunder

4.4 **Exclusive Use Rule** At no time shall any assets of the Plan, other than such assets as may be required to pay expenses of the administration of the Plan, be diverted to purposes other than for the exclusive benefit of Plan Participants.

PART V **ELIGIBILITY AND PARTICIPATION**

5.1 **Eligibility** Each Actively At Work Full-Time Employee of the County or any other Participating Unit, whose participation in the Plan is not precluded by a collective bargaining agreement, shall be eligible to participate in the Plan. In addition, an employee of the County or any other Participating Unit who is not a Full-Time employee may become eligible to participate in the Plan if he/she satisfies one or more of the following requirements:

- (a) He/she is among a group of employees whose participation in the Plan is provided for, pursuant to a collective bargaining agreement entered into by the County or another Participating Unit or
- (b) He/she is entitled to participate in the Plan pursuant to any other contract, plan or arrangement to which the County or another Participating Unit is a party or pursuant to a directive from the Director of Personnel of Human Resources.

5.2 **Commencement of Participation** An individual shall commence participation in the Plan on the date he/she satisfies the eligibility requirements under Section 5.1 provided he/she is Actively At Work and, if required by the Plan Administrator, provides evidence of good health to the Plan Administrator.

5.3 **Termination of Participation** An employee will cease his/her participation in the Plan as of the earliest to occur of the following:

- (a) The date the Participant ceases to satisfy the eligibility requirements of Section 5.1, whether by virtue of his/her termination of Full-Time employment or otherwise;
- (b) The date the Participant enters into Military Service.
- (c) The date of the termination of the Plan
- (d) The date of the Participant's death
- (e) The date of the Participant's Retirement
- (f) The date the Participant fails to make any required contribution under Section 4.2
- (g) The date of the Participant's incarceration; and

- (h) The Participant's failure to comply with the claims requirements of the Plan, as set forth in Part VII

Termination of participation under this Section 5.3 during a period for which Disability Benefits are being paid shall not result in the termination of such Benefit payments, unless the event causing termination of participation is also an event resulting in termination of Benefits under Section 6.3.

- 5.4 Reemployment** If an individual whose participation in the Plan has been terminated again becomes an employee of the County or a Participating Unit who is eligible under Section 5.1, he/she shall recommence participation in the Plan on the first day that he/she is again Actively At Work.
- 5.5 Changes in Coverage** Any increase in the level of coverage under the Plan for a Participant by virtue of a change in classification, a new collective bargaining agreement, a salary adjustment, a compaction of class functions, or a court order shall become effective on the date of such change, provided the Participant is Actively At Work at that time. If he/she is not Actively At Work as of the effective date of such increase, such change shall become effective on the 30th day after he/she again becomes Actively At Work. Any decrease in the amount of a Participant's coverage as a result of any of the above-mentioned events will become effective on the date of the change.

PART VI **PLAN BENEFITS**

- 6.1 Commencement of Benefits** Benefits under the Plan will commence to a Participant after all of the following have occurred:
 - (a) The Participant provides written notice of his/her Disability and his/her claim for Disability Benefits, including proof of loss, to the Plan Administrator in the form and manner prescribed in Part VII.
 - (b) The Plan Administrator approves the payment of Disability Benefits to the Participant and
 - (c) The Participant satisfies the applicable Elimination Period described in Section 6.2 and the Collective Bargaining Agreement.
- 6.2 Elimination Period** The Elimination Period means 30 consecutive calendar days during which a Participant's Disability must continue before Benefits under the Plan may commence. A Participant who recovers from a Disability and then incurs a future Disability due to the same cause within three months of again becoming Actively At Work need not satisfy a new Elimination Period to recommence receiving Benefits under the Plan. If such Participant incurs a future Disability due to the same cause after this three-month period has elapsed or due to an unrelated cause, he/she must satisfy a new Elimination Period before receiving Benefits under the Plan. In the event a participant is receiving benefits for a disability and incurs another illness or injury during the original disability but not related to the original disability, the participant must satisfy a new eligibility period at the time he/she recovers from the original injury.

- 6.3 Duration of Benefits** Benefits to a Participant under the Plan will commence as provided in Sections 6.1 and 6.2 and continue until the earliest to occur of the following events:
- (a) The Participant's maximum payment period ends (i.e. his/her Disability lasts for a period equal to his/her Length of Service)
 - (b) The Participant no longer meets the definition of Disability in accordance with section 2.7 of the Plan.
 - (c) The Participant recovers from his/her Disability
 - (d) The Participant dies
 - (e) The Participant reaches Retirement, is eligible for retirement benefits pursuant to the CBA or meets the full retirement age under the Federal Social Security Act.
 - (f) The Participant ceases to be under the continuous care or attendance of a physician for any approved Disability
 - (g) The Participant fails to seek actively eligible no-fault automobile wage loss benefits
 - (h) The Participant fails to supply requested information (including, but not limited to proof of loss) to the Plan Administrator, in accordance with Part VII or otherwise, within the prescribed time period.
 - (i) The Participant fails to comply with the County's or the Plan Administrator's request for medical examinations
 - (j) The Participant refuses to cooperate in reasonable treatment or rehabilitation efforts
 - (k) The Participant becomes incarcerated
 - (l) The Participant files false, incomplete or misleading information and/or if fraud is discovered in an attempt to receive benefits.
 - (m) The Participant's employment is terminated due to criminal activity of Participant or due to intentional and/or willful misconduct.

Notwithstanding the foregoing, Benefits under the Plan paid to a Participant whose Disability results from alcoholism, chemical/drug dependency and/or a mental or nervous disorder will be for a cumulative period of no more than 12 months or a period equal to length of service prior to disability or until the earlier of the events listed in (a) – (m) above, whichever is less.

Also notwithstanding the foregoing, Benefits under the Plan to a Participant who is at least age 60 as of the date of onset of his/ her Disability shall continue until the earlier of the earliest to occur of the events listed in (a) through (k) above or the maximum period specified below:

Age At Disability	Maximum Duration of Benefits
60	5 years
61	4 years
62	3 ½ years
63	3 years
64	2 ½ years
65	2 years
66	1 ¾ years
67	1 ½ years
68	1 ¼ years
69	1 year
70	1 year
71 and over	6 months

6.4 Amount of Benefits The amount of Benefits provided to Participants shall be as set forth in the Part II, Section 2.20. The Plan Administrator shall determine the Benefits to conform to changes in collective bargaining agreements or other documents governing the terms of Participants' Benefits. Benefits are calculated by determining the Participant's Annual Pay Rate, the percent of his/her Annual Pay Rate to be used in the calculation, and his/her Monthly Maximum. The Participant's Monthly Benefit is either the specified percentage of his/her Annual Pay Rate divided by 12 of the Monthly Maximum, whichever is less. The Monthly Benefit is then multiplied by 12 and divided by 365 to arrive at a Daily Rate. The Daily Rate is paid for each Benefit Day. A Participant shall not be entitled to concurrent Benefits for more than one Disability.

6.5 Payment of Benefits Payment of Benefits shall commence as soon as practicable after the end of the applicable Elimination Period, but not before the Plan Administrator has

- (a) Received notice of a claim
- (b) Approved the claim and
- (c) Determined that the applicable Elimination Period has been met
- (d) Received all fully completed required or requested forms and documents and/or received necessary requested information from the Participant.

The Plan Administrator will issue the Participant his/her payment on a bi-weekly basis Benefit during the continuance of the period for which Benefits remain payable. Benefits for fractional months will be equal to the Daily Rate multiplied by the number of Benefit Days in the month.

6.6 Restoration of Eligibility for Benefit Payments

- (a) If a Participant has received his/her maximum benefits under the Plan because he/she has been under a Disability for the same or unrelated cause for a time equal to his/her Length of Service, he/she will not be eligible to receive additional Benefits for a subsequent Disability, unless he/she resumes employment as an eligible

Participant under Sections 5.1 and is Actively At Work for at least one consecutive year.

- (b) If a Participant has received Benefits under the Plan by virtue of his/her Disability for a time less than his/her Length of Service, he/she will be eligible to receive additional Benefits for a subsequent Disability with respect to the period of his/her total Length of Service less the amount of time for which the Participant has received Benefits. This total Length of Service will include the period of his/her previous Disability, but only if the Participant resumes employment as an eligible Participant under Section 5.1 and is Actively At Work for at least one consecutive year.

6.7 Exclusions Monthly Benefits shall not be paid to a Participant for any Disability:

- (a) Resulting from attempted suicide or non-accidental self-inflicted injuries, whether the Participant is sane or insane
- (b) Resulting from an act of aggression or participation in a criminal enterprise by the Participant. This includes Disability resulting while engaged in or in consequence of a violation of law or commission of a crime (regardless of whether actually convicted)
- (c) Resulting from an act of war, declared or undeclared, or from an injury incurred or sustained while the Participant served in the Military Service or
- (d) Resulting from a cause for which the Participant has consulted with a physician, received medical treatment, or taken prescribed drugs or medicines during the three-month period immediately prior to becoming a Participant under the Plan, provided that the foregoing exclusion shall not apply if after the Participant commences or recommences to be Actively At Work.
- (i) a period of at least three consecutive months elapses on or after the effective date of Plan participation, during which time the Participant incurs no expenses, receives no medical treatment or services, and takes no prescribed drugs or medicines in connection with such Disability or
- (ii) a period of at least six consecutive months elapses during which time the Participant is continuously a Participant in the Plan.

6.8 Coordination of Benefits Benefits shall be coordinated under the Plan in accordance with the following:

- (a) Benefits will be reduced by the amounts paid or payable from any of the following:
 - (i) Any federal, state, or other governmental income plan
 - (ii) Any short-term or other long-term disability income benefits or wage loss plan per the terms of Participants CBA
 - (iii) Earnings for performing any other work or service
- (iv) Benefits pursuant to any State of Michigan or other state's automotive (no-fault) benefits program

- (v) Monies, denominated as economic or non-economic, received from any third party action claiming damages based on the Disability.
 - (b) Workers' Compensation benefits may either preclude or reduce the payment of Benefits under the Plan, as provided in Part II, Section 2.20 or as defined in a Collective Bargaining Agreement.
 - (c) The Plan Administrator shall have the right to reimbursement from any Participant for past Benefits paid under the Plan for which an offset under subsection (a) or (b) applies. The Participant is required to advise the Plan Administrator of any monies paid or payable under subsection (a) or (b) and to complete any information and/or release forms provided under the Plan. Further, the Participant shall cooperate fully with the Plan Administrator in its efforts to seek recovery.
 - (d) The coordination of benefits under this Section shall not be construed as any Participant's entitlement to the concurrent receipt of both monies described in subsection (a) or (b) and Benefits under the Plan.
- 6.9 Overpayment** The Plan Administrator shall have the right to recover any overpayment of Benefits, including, but not limited to, monies that should have been coordinated under Section 6.8. Recovery may come from any source (to the extent legally permissible), including, but not limited to Benefits under the Plan, regular wages, salary and retirement benefits. The Plan Administrator may authorize any and all legal action necessary to recover any such overpayment.
- 6.10 Declination of Benefits** A Participant will be considered eligible to receive Benefits under the Plan until he/she submits written notice of declination of coverage under the Plan to the Plan Administrator.

PART VII

CLAIM ADMINISTRATION

- 7.1 Notice of Claim** The time period for a Participant to give notice of a disability/illness under the Plan is 30 calendar days from the date of a known disability/illness. To give notice requires that the Participant requests Long-Term Disability Benefits in writing from the Plan Administrator. Failure to provide such written notice in a timely manner may in the Plan Administrator's discretion, result in a denial of Benefits under the Plan.
- 7.2 Claim Forms** The Plan Administrator as soon as practicable following receipt of such written notice, will furnish the Participant such forms as are usually furnished for filing proofs of loss, samples of which are attached to this Plan as Appendix A. The Plan Administrator's receipt of properly executed claim forms does not constitute an agreement to pay Benefits to the Participant.
- 7.3 Proof of Loss** Proof of loss constitutes applying for benefits. Proof of loss must be furnished to the Plan Administrator within 60 days after the onset of the claimed Disability. Failure to provide such written proof of loss in a timely manner may in the Plan Administrators discretion result in the denial of benefits under the Plan.

Proof of loss shall include the following:

- (a) A completed "Statement of Claim for Long-Term Disability Benefits", a copy of which is attached to the Plan as Appendix A
- (b) A completed "Physician's Statement of Disability", a copy of which is attached to the Plan as Appendix A
- (c) A completed consent for release of information – Social Security Administration, and
- (d) Any other completed forms or authorizations required by the Plan Administrator.

The Plan Administrator's receipt of the completed forms described above does not constitute an agreement to pay Benefits.

7.4 Claims Processing The Plan Administrator or his/her designees shall have the following rights in connection with its review and processing of claims:

- (a) To investigate generally a Participant's claimed disability
- (b) To require that Participants be examined by physicians chosen by the Plan Administrator and
- (c) To require that a Participant sign authorization forms to release records and other information which the Plan Administrator in its discretion believes is necessary to make a determination as to the condition of the Participant.

7.5 Claim Denials and Appeals Unless specified in a CBA any Participant claiming Benefits under the Plan who is denied Benefits or benefits are terminated shall have a right to appeal such denial/termination to a designee of the Plan Administrator. The notice of such denial/terminationshall be furnished to the Participant within a reasonable period of time not to exceed 10 days after the denial/termination. The notice shall include the specific reason for the denial/termination and reference to pertinent Plan provisions on which denial/termination is based. The appeal of a denied/terminated claim must be filed within 60 days of the denial/termination. The designee of the Plan Administrator shall review the appeal request within a reasonable time after the request for appeal. Such time period shall not exceed 60 days. The designee of the Plan Administrator shall notify the Participant of its decision, the decision of the designee of the Plan Administrator is final.

PART VIII
ADMINISTRATION OF THE PLAN

- 8.1 County's Authority** Subject to Section 8.2 the County shall have exclusive control over all terms and aspects of the administration of the Plan.
- 8.2 Plan Administration** The control over the administration of the Plan shall be vested in the Plan Administrator, which shall be the County or another individual or entity duly appointed by the County to serve in this capacity.
- 8.3 Powers and Duties of the Plan Administrator** The Plan Administrator shall have such duties and powers as may be necessary to discharge its duties under the Plan, including, but not limited to, the following:

- (a) to construe and interpret the Plan in its complete discretion, to decide all questions of eligibility, and to determine the amount, manner and time of payment of Benefits under the Plan
- (b) to prescribe rules, policies and procedures to be followed by Participants when filing claims for Benefits or otherwise
- (c) to appoint and/or employ individuals or entities to assist in the administration of the Plan, including any Service Provider
- (d) to investigate and process claims for Benefits and appeals of denied claims after receipt of the required information from Participants or their authorized representatives and to determine the amount and duration of Benefits that are payable in accordance with the terms of the Plan and
- (e) The County will issue checks in payment of valid claims

- 8.4 Plan Available Upon Request** A copy of this Plan may be obtained by any Participant by contacting the Benefits Administration Division, presently located at 500 Griswold, 9th Floor, Detroit, Michigan 48226, on the Internet and Intranet.

PART IX **AMENDMENT AND TERMINATION**

- 9.1 Amendment of Plan** The County shall have the right to amend the Plan, by action of the director of its Benefits Administration Division. Participants, Participating Units, and affected collective bargaining units shall receive notice of each material amendment prior to its effective date.
- 9.2 Termination of Plan** The County may terminate the Plan at any time, by action of its governing body. Participants, Participating Units and affected collective bargaining units shall receive notice of termination of the Plan prior to the effective date of termination.
- 9.3 Limitation on Amendment or Termination of Plan** No action to amend or terminate the Plan shall:
- (a) cause the County to use monies resulting from employee contributions for purposes other than the payment of Plan Benefits or
 - (b) cause any amounts retained in any fund created to provide Plan Benefits to be applied by the County for purposes other than to provide such Benefits to Plan Participants.

APPENDIX I

MEMORANDUM OF AGREEMENT # 1
Between
THE COUNTY OF WAYNE, MICHIGAN
And
MICHIGAN AFSCME COUNCIL 25 and LOCAL 1882, 2057, 2826

RE: Retirement Plan 5/6 Loans

Michigan AFSCME Council 25 has requested that its members be allowed to borrow funds from the defined contribution portion of Retirement Plan 5 and Retirement Plan 6. Pursuant to the goal of encouraging friendly and cooperative relations between the Union and Wayne County (employer), this Memorandum of Agreement (agreement) is entered into between the parties to afford eligible Union members with funds in the defined contribution portion of Retirement Plan 5 or Retirement Plan 6 the ability to borrow from these funds with the terms being as follows:

1. An employee who wishes to borrow funds on deposit in their defined contribution portion of Retirement Plan 5 or Retirement Plan 6 shall make application to the Wayne County Employees Retirement System on a form provided by the Retirement Office.
2. The Director of the Wayne County Employees' Retirement System or the Deputy Director in the director's absence shall have the right to approve the employee's loan request, if the terms stated below are met.
3. The employee will be allowed to borrow up to fifty percent (50%), not to exceed \$50,000.00, of the funds on deposit with the Wayne County Employees' Retirement System and which are held in the employee's defined contribution account within Retirement Plan 5 or Retirement Plan 6.
4. The employee's right to obtain such a loan shall be regulated by the applicable Internal Revenue Service's (IRS) rules and regulations and if the amount of the loan requested by the employee exceeds the amount set forth by the appropriate IRS regulations, that employee will only be allowed to borrow up to the amount allowed by IRS and no more.
5. The employee shall repay the loan in full at an interest rate equal to Prime Rate plus one percent (1%) on the date the employee receives the loan from the Retirement System. It is understood that this rate is a fluctuating rate and will be different for each employee depending on the date the loan is requested and paid out. The loan shall be repaid in accordance with the rules established by the Board of Trustees or as set forth in the terms of the applicable collective bargaining agreement between Wayne County and the Union. The loan shall be repaid within five (5) years by way of payroll or retirement check deductions. The employee may repay the loan sooner without penalty.

6. Any employee who requests a loan under this Agreement shall protect and hold harmless the County of Wayne, the Wayne County Employees' Retirement System, and the Union, in the event there is dispute between the employee and the IRS. Further, the Union waives all claims and rights of any kind under the parties collective bargaining agreement, and in law, and shall not file any grievance, claim, or other charge on behalf of itself or any of its past, current, or future members for actual or perceived harm that may result from implementation of this agreement.

FOR THE UNION


Richard E. Johnson, Staff Representative
Michigan AFSCME Council 25, AFL-CIO

Date: 11-1-12


Arash Rashonrouz, President
AFSCME Local 2926

Date: 11/1/12


Denis Martin, President
AFSCME Local 1862

Date: 11-1-12


Mark Norgren, President
AFSCME Local 2057

Date: 11-1-12

FOR THE COUNTY


Kenneth Wilson, Deputy Director
Personnel/Human Resources
Department

Date: 11/1/12

APPENDIX J

MEMORANDUM OF AGREEMENT #3
Between
THE COUNTY OF WAYNE, MICHIGAN
And
MICHIGAN AFSCME COUNCIL 25 and LOCALS 1862, 2057 and 2926

RE: 2011 – 2014 CBA – RETIREMENT ISSUES

1) This Memorandum of Agreement (MOA) begins upon the ratification and execution of the Collective Bargaining Agreement (CBA) between The County of Wayne (County) and AFSCME (Union) collectively the Parties (Parties). This MOA addresses the resolution of certain existing Local Issues.

2) During the negotiations of this CBA, the Union has advised the County that certain members of the bargaining unit were never afforded the opportunity to move into Retirement Plan 5 or Retirement Plan 6 because, at the time the opportunity to move into those Plans were offered to the majority of County staff, those individuals were members of bargaining units that had not agreed to a Collective Bargaining Agreement including the opportunity to move into those Plans or were employed in positions to which the opportunity to move into Plans 5 and 6 had not been extended

3) The County agreed that the current financial condition of the County, and in particular, the Wayne County Employees' Retirement System (WCERS) did not at this time permit it to offer the opportunity to move into Plans 5 and 6 to any additional employees.

4) The Union and the County also recognize that the market performance and economic direction could result in positive investment performance and an increased funding level for the WCERS.

5) The Parties agree that if during the term of this CBA the funding level of WCERS exceed ninety percent (90%) of its liabilities per the actuarial valuation, those individuals who are members of the bargaining units executing this MOA and who have not previously been offered the opportunity to move into Plan 5 and Plan 6 shall be allowed to move into those Plans by purchasing their eligible service time at full actuarial value and pursuant to all IRS rules.

6) The Union and the County agree that a Labor/Management Committee, consistent with Article 41 of the CBA can identify those individuals eligible to participate under this MOA.

7) The Parties agree that participation in such a Committee does not grant or waive any rights or responsibilities they might otherwise have.

8) This MOA shall not serve as a precedent in any other matter and is without any evidentiary value except as may arise from the application or enforcement of this MOA.

FOR THE UNION


Richard E. Johnson, Staff Representative
Michigan AFSCME Council 25, AFL-CIO

Date: 11-1-12


Arash Kashnour, President
AFSCME Local 2926

Date: 11/1/12


Denis Martin, President
AFSCME Local 1882

Date: 11-1-12


Mark Norgren, President
AFSCME Local 2057

Date: 11-1-12

FOR THE COUNTY


Kenneth Wilson, Deputy Director
Personnel/Human Resources
Department

Date: 11/1/12

APPENDIX K

MEMORANDUM OF AGREEMENT #4
Between
THE COUNTY OF WAYNE, MICHIGAN
And
MICHIGAN AFSCME COUNCIL 25, AFL-CIO
And
LOCALS 1862, 2037 and 2926

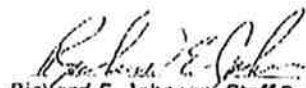
RE: AGENCY FEE PROCEDURES

The parties recognize that a union wishing to collect agency shop service fees must adopt constitutionally adequate procedures. In accordance with the requirements of *Chicago Teachers Union v Hudson*, 475 US 292 (1986), the Union must adopt and utilize procedures which provide nonmembers with: (1) an adequate explanation of the basis for the Union'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 Union's service fee, the Union agrees to provide the County with a copy of the Union's current service fee collection procedures and to inform the County in writing that the Union has complied with all requirements of those procedures in connection with the bargaining unit members whose fees are at issue, prior to the County making the required payroll deductions.

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

FOR THE UNION:


Richard E. Johnson, Staff Representative
Michigan AFSCME Council 25, AFL-CIO

Date: 11-1-12

FOR THE COUNTY:


Kenneth Wilson, Director
Labor Relations Division

Date: 11/1/12


Denis Martin, President
AFSCME Local 1862

Date: 11-1-12


Mark Norgren, President
AFSCME Local 2057

Date: 11-1-12


Arash Rashonrouz, President
AFSCME Local 2926

Date: 11/1/12

APPENDIX L

RECIPROCAL WITHOUT-PREJUDICE AGREEMENT

This Agreement, made this 19 day of March, 2019, by and between the Charter County of Wayne through the Chief Executive Officer, and the Wayne County Commission, for and in consideration of their mutual promises and other valuable consideration, the sufficiency of which is acknowledged, mutually provide as follows:

1. A certain cause of action entitled The Charter County of Wayne, Plaintiff, versus Wayne County Retirement Commission, Defendant, and Wayne County Board of Commissioners, Intervenor, Wayne County Circuit Court No. 17-004750-AW, is currently pending in the Michigan Court of Appeals, Case No. 339714 ("pending case").
2. A three year collective bargaining agreement between the Charter County of Wayne and the Michigan Building and Construction Trades Council (" Building Trades CBA") for the term from October 1, 2018 through September 30, 2021, submitted for approval before the Wayne County Commission, contains the following provision:

29.12 Changes in Composition of the Wayne County Retirement Commission

The Wayne County Retirement Commission shall consist of the following ten (10) individual trustees:

- A. The chairperson of the County Commission or his or her designee.
- B. A trustee chosen by the CEO, subject to approval by a majority of the County Commission, who is neither a participant in the plan or an employee of the County.
- C. The County Executive or his or her designee.
- D. Two trustees appointed by the County Executive, neither of whom is a participant in the plan or an employee of the County, and each of whom must be either a licensed or certified professional in investment or finance or otherwise have an educational background and proven experience in municipal finance.
- E. Three members of the Retirement System who are residents of the County to be elected by the members of the Retirement System. Each member trustee shall be from a different County department, as provided

in the County Charter of January 1, 1987 (sic). The elections shall be conducted in accordance with procedures adopted by the Retirement Commission.

F. One retired member who is a resident of the County to be elected by the retired members and beneficiaries. The election shall be conducted in accordance with procedures adopted by the Retirement Commission.

G. 10th Trustee. An additional 10th trustee who shall not be a participant in the plan or employed by the County in any capacity shall be selected by the County Executive's Office, subject to approval by a majority vote of the Retirement Commission Board of Trustees, and is a licensed or certified professional in investment or finance. Such trustee shall serve as a full member of the Retirement Commission Board of Trustees and vote on any and all matters considered by the Commission. The term for this trustee shall be three (3) years.

This language is only effective and otherwise made a part of this CBA if included in the CBAs of all unions with participants in the plan.

3. A dispute exists between the Charter County of Wayne which takes the position that the Building Trades CBA be approved, if at all, in its entirety including Section 29.12, by the Wayne County Commission, while the Wayne County Commission takes the position that it may approve the Building Trades CBA, except for Section 29.12.
4. In order to induce the Wayne County Commission to approve the Building Trades CBA, and other collective bargaining agreements ("other CBAs") which may hereafter contain a provision identical to section 29.12, in their entirety, the parties agree that such approval is without prejudice to either Plaintiff-Appellant or Defendant and Intervenor-Appellees in the pending case, and that the parties retain their respective legal rights in that case as if the Building Trades and other CBAs had not been approved.
5. The parties further agree that neither may seek to introduce as evidence or otherwise into the record, in any court, the existence of the Building Trades and other CBAs, including a three year collective bargaining agreement between the Charter County of Wayne and The Dietitians and Nutritionists Association ("Dietitians CBA") for the term from October 1, 2018 through September 30, 2021, approved on January 24, 2019, and that such CBAs have been approved by the Wayne County Commission.

6. The parties further agree that if any party attempts to introduce as evidence or otherwise into the record, the existence of and approval of the Building Trades, Dietitians or other CBAs, referenced herein, that this Reciprocal Non-Prejudice Agreement may be offered as a conclusive bar to such introduction, by way of appropriate objection or Motion to Strike, in any court.
7. That this Agreement is also without prejudice to the respective legal positions held by the parties with respect to the dispute referenced in paragraph 3, above.

Wherefore, the parties, with full authorization, execute this Reciprocal Without-Prejudice Agreement, this 19 day of March, 2019.

FOR THE CHARTER COUNTY OF WAYNE



Warren C. Evans
Chief Executive Officer

FOR THE WAYNE COUNTY COMMISSION



Alisha R. Bell
Chair

APPENDIX M

MEMORANDUM OF AGREEMENT
between
THE COUNTY OF WAYNE, MICHIGAN
and
AFSCME SUPERVISORS, LOCALS 1862, 2057, and 2926

RE: Negotiation of Sick Leave Accrual Plan

WHEREAS the current CBA contains multiple sick leave plans in Article 25 -- Sick Leave;

WHEREAS the County is nearing completion of its new Human Capital Management System ("HCM") through Oracle;

WHEREAS negotiating the details of a new sick leave plan would unnecessarily prolong the current negotiations and would be inefficient in light of the soon-to-be completed Connect 43 Project;

NOW THEREFORE, the County and the Union hereby agree as follows:

1. They will continue to negotiate the design and implementation of an accrual sick leave plan.
2. These negotiations will commence after the completion of the Oracle -- HCM.
3. The goal is to complete the negotiations prior to the next Cash Plan disbursement of January 1, 2025.
4. The Parties recognize that this Agreement to Negotiate does not include a requirement to reach agreement on the underlying subject matter of sick leave accrual.
5. This Agreement is made without prejudice or limitations as to any of Management's rights regarding the operation needs of the County.
6. This Agreement has been reached in the interest of harmonious labor relations among the Parties. It has no precedential or other evidentiary value except as to the enforcement and interpretation of the Agreement itself.

[SPACE INTENTIONALLY LEFT BLANK]

7. This document represents the entirety of the Agreement among the Parties concerning the subject matter herein. No other promises have been made by any party, whether written or oral, that apply to the subject matter herein.

FOR THE UNION:

Richard Johnson
Richard E. Johnson
Staff Representative
Michigan AFSCME Council 25, AFL-
CIO

Date: 3-26-2024

Yolanda M. Shepard
Yolanda Shepard, President
AFSCME Local 1862

Date: 03/25/2024

Dawn Montgomery-Hall
Dawn Montgomery-Hall, President
AFSCME Local 2057

Date: 3-25-2024

Bernabe Salinas
Bernabe Salinas, President
AFSCME Local 2926

Date: 3-26-2024

FOR THE COUNTY:

Donna Wilson
Donna Wilson
Director of Personnel/Human
Resources

Date: 03-26-2024

RESOLUTION

No. 2024-251

By Commissioner Clemente

RESOLVED, by the Wayne County Commission this 9th day of April, 2024 that approval be, and is hereby, granted authorizing a four-year collective bargaining agreement (CBA) between the Charter County of Wayne and AFSCME Michigan, Locals 1862, 2057 and 2926, AFL-CIO, as recommended by the Chief Executive Officer; and be it further

RESOLVED, that the term of the CBA is from October 1, 2023 through September 30, 2027, or for successive yearly periods after that unless notice is given by either party at least 90 days prior to September 30, 2027, or any anniversary date thereafter, of its desire to modify, amend or terminate the CBA; and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to execute the aforementioned agreement on behalf of the Charter County of Wayne.

[Collective Bargaining Agreement on File]

(2024-43-010)