

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE COUNTY OF WAYNE



Warren C. Evans
County Executive

- AND -

THE GOVERNMENT ADMINISTRATORS
ASSOCIATION

October 1, 2024 through
September 30, 2027

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AGREEMENT

This Agreement is entered into between the County of Wayne, Michigan, hereinafter referred to as the "Employer", and the Government Administrators Association ("GAA"), hereinafter referred to as the "Association".

ARTICLE 1 -- PURPOSE AND INTENT

1.01

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

1.02

The parties recognize that the interest of the County, the community, and the job security of the Employees depend on the County's and the Employee's ability to establish and render prompt, courteous and efficient service to the public. To achieve this goal, the Employer and the Association encourage friendly and cooperative relations between their respective representatives at all levels and among all Employees.

1.03

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

ARTICLE 2 -- RECOGNITION, COLLECTION AND REMITTANCE OF DUES, FEES, AND ASSOCIATION SECURITY

2.01

In accordance with the provisions of the Public Employment Relations Act (PERA), as amended, the Employer recognizes the Association as the exclusive bargaining representative of all employees contained in the bargaining unit, as listed in Appendices A, General Fund Chapter Positions and C, Entry Level Positions, as well as the Professional Engineers Chapter as listed in Appendix B, Engineers Chapter Positions, and as set forth in Article 13 -- Appointments and Promotions, Section 13.08, for the Executive Service classifications in Appendix D, Executive Service Positions.

2.02

The rate of pay for new classifications added to the bargaining unit may be determined by the Employer subject to negotiation by the parties. Bargaining unit positions shall not be retitled or reclassified in order to remove them from the bargaining unit without the consent of the Association. In addition, the Association will be notified when positions in the bargaining unit are downgraded. The Employer will make every effort to provide notification before the fact.

2.03

The Employer agrees to deduct Association dues and initiation or service charges from the wages of any Employee who executed or executes a written authorization for payroll deduction of such dues and initiation or service charges. No dues, initial charges or service charges shall be deducted without express written authorization by the Employee.

An Employee's written authorization for deduction of Association dues and/or initiation or service charge fees will remain in full force and effect during the term of this Agreement unless revoked by express written notice, executed by the Employee. Any express written revocation shall be received by the Personnel/Human Resources (P/HR) Department, and the Association, consistent with the dues or service charge deduction authorization form which the Employee had previously executed, irrespective of Union membership.

Dues and Fees Check-off will be interpreted and applied 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, and any other applicable law.

In the event that the Act is repealed, replaced, judicially declared invalid, or otherwise amended so that the payment of Association dues or service fees may be required for employment or continuing employment, then the parties agree to reinstate the contract language set forth in the Association Security Article of the last collective bargaining agreement in effect prior to the effective date of the Act. In that event, the former Association Security Article will thereafter be in full force and effect.

2.04

When an Employee becomes subject to the provisions of this Agreement and in order that each Employee may be made familiar with the Association security and other provisions of this Agreement and their rights and responsibilities thereunder, the Employer will allow the Association to meet with members of the bargaining unit within five (5) working days of their hiring, transfer or promotion.

2.05

The Employer agrees to deduct Association dues or representation fees from each Employee's wages in compliance with the signed authorizations. The Association shall certify to the Employer the rate of deduction determined in accordance with the Association's Constitution.

2.06

Within twenty (20) working days of deduction, the Employer shall remit to the Association all dues or fees collected along with a list of the Employees from whom deductions were made.

2.07

Within thirty (30) calendar days, the Employer shall provide the Association with a list of all persons who are newly employed in classifications contained in the bargaining unit.

2.08

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

2.09

Contracting and sub-contracting shall not be used for the purpose of demoting, laying off, or otherwise causing a reduction of the work week of any bargaining unit Employee. The Employer further agrees that subcontractors shall not be used to fill bargaining unit positions for more than six (6) months unless it is determined necessary by the Director of Personnel/Human Resources after conference with the Association.

ARTICLE 3 -- AID TO OTHER ORGANIZATIONS

3.01

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

3.02

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

ARTICLE 4 – REPRESENTATION

4.01

The Association may designate twelve (12) members to serve as Area Representatives who may be generally assigned to the following locations:

The Guardian Building	=	2
Coleman A. Young Municipal Center	=	1
International Center Building	=	2
Wayne County Health Department	=	1
Criminal Justice Center	=	6
Lincoln Hall of Justice	=	1

The representative for the Supervisory Engineers shall be their Chapter President. The representative for the Non-Supervisory Engineers shall be their Unit President.

4.02

The Association shall provide the Employer with the list of designated Area Representatives and notify the Employer within forty-eight (48) hours of any changes.

4.03

Area Representatives may investigate and process Employee grievances at the appropriate Employer level without loss of time or pay. Before conducting this activity, the Area Representatives shall obtain the consent of their Department Director or designee. Such consent shall not be unreasonably denied.

4.04

The Association shall be represented by a bargaining committee composed of not more than four (4) Employees of the Employer. Bargaining committee members shall not lose time or pay for the time spent in labor contract negotiations and no additional compensation will be paid to such Employees for time spent in such negotiations beyond regular work hours. The names of the committee members shall be submitted to the Employer prior to any scheduled bargaining sessions.

4.05

Members of the bargaining committee may be released prior to collective bargaining sessions in order to prepare for such sessions with the consent of the Employer. Such consent shall not be unreasonably denied.

4.06

The Association President, if an Employee of the Employer, and the Chapter President, shall report daily for regularly scheduled work assignment unless excused by prior approval of the Department Director or designee.

4.07

The Association President or Chapter President or Chapter Vice-President, if the Chapter President is absent due to vacation or sick leave, may be released from regular work assignments for the purpose of representing Association members after notifying the Department Director, or designee, to the extent Department operations are not adversely affected. Such consent shall not be unreasonably denied.

4.08

The President of the Association, or during an absence due to annual leave or illness, the Vice President, on their own time, shall be permitted to represent the Association members before another Employer without loss of fringe benefits.

ARTICLE 5 -- MANAGEMENT RIGHTS

5.01

- A. The County has the right and obligation to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority in accordance with applicable law.
- B. Every incidental duty connected with operations enumerated in job

descriptions is not always specifically described.

- C. The County will have the right and obligation to determine and establish the policies, goals, and scope of its operations. Consistent with its operational needs, the County may reasonably determine and implement work schedules/shifts, vacation schedules, flex time, the goals and methods and processes by which such work is performed, the qualifications of Employees assigned to do the work, and the below-listed rights and obligations provided they do not conflict with the terms of this Agreement. Regardless, however, it will not be a violation of this Agreement for the County to assign work or cross-train GAA bargaining unit members to perform operations or functions performed by members of other bargaining units. Except as specifically limited by the terms of this Agreement or applicable law, these rights and obligations include, but are not limited to, the County's right to:
1. Implement changes in the structure of Department operations, including establishment or consolidation of service areas and work locations within the Department.
 2. Initiate new functions or operations.
 3. Provide training and/or cross training, performance evaluations, and job assignments for Employees.
 4. Establish reasonable qualifications and methods for hire, transfer, assignment, and promotion in employment.
 5. Revise, create, combine, and/or eliminate classifications, duties and/or positions, subject to the terms of this Agreement. The County will notify the applicable Association President and participate in a meeting to discuss implementation of any revised, new, or eliminated classification, duty or position, at least ten (10) working days prior to implementation. The applicable Association President may provide input during the meeting with respect to any proposed changes. However, final determination rests with the County.
 6. Initiate promotions and disciplinary actions.
 7. Determine personnel hiring and reductions.
 8. Discipline and discharge Employees for just cause.
 9. Recruit, assign, and transfer Employees to positions within the Employee's Department.
 10. Establish reasonable rules and policies, consistent with the operational needs of the County; adopt and enforce work rules and policies applicable to this unit and/or all Employees.

11. Determine the requirements related to an Employee's job functions, including, but not limited to, equipment, tools, clothing, and uniforms.
12. Enforce state and local licensing and other requirements; the County will pay for a bargaining unit Employee's attainment or renewal of required licenses, bonding, training, registration, or certification.
13. Lay off Employees for lack of work, funds, or elimination of position as otherwise provided herein.

ARTICLE 6 -- ASSOCIATION RIGHTS

6.01

The Association shall be afforded the privilege of scheduling periodic meetings on County premises during non-working hours, providing appropriate facilities are available. Requests for such space must be in accordance with County procedures.

6.02

The Association shall promptly receive written notification of and copies of all policies and procedures that affect the terms and working conditions of bargaining unit members.

6.03

The Employer agrees to provide the Association with adequate bulletin space in each County building location for Association meetings and election notices, reports, rulings and policies, and recreational and social affairs. These announcements shall not contain anything of a political or partisan nature.

ARTICLE 7 -- CIVIL SERVICE RULES

7.01

To the extent they are not in conflict with other provisions and understandings of this Agreement, the existing Wayne County Civil Service Rules are incorporated by reference into this Agreement. However, any incorporation of new or modified rules from the existing Civil Service Rules, the Employer will provide written notice to the Association at least twenty-eight (28) days prior to the proposed changes being presented or considered for adoption by the Civil Service Commission. In all cases, if a conflict exists between this Agreement and the Civil Service Rules, the terms of this Agreement shall prevail.

Disciplinary procedures shall only be in accordance with this Agreement.

ARTICLE 8 -- GRIEVANCE PROCEDURE

8.01

In the event differences should arise between the Employer and the Association or a member of the

bargaining unit during the term of this Agreement as to the interpretation and application of any of its provisions, the parties shall act in good faith to promptly resolve such differences. The Association shall have the right to commence a grievance at the level of the Employer causing the alleged grievance. Otherwise, the following procedure shall be used:

Step 1:

The Employee with the Area Representative, or the Area Representative acting for the Employee, shall within ten (10) working days from the date the grievance occurs, discuss the grievance with the immediate supervisor. The supervisor shall then respond orally to the Area Representative within three (3) working days with the resolution of the problem.

Step 2:

If the grievance or dispute is not satisfactorily settled by discussion, it shall be presented in writing by the Area Representative to Employer's Step 2 representative within ten (10) working days after the date of the Step 1 response.

The aggrieved Employee shall be given a reasonable time, during working hours, to prepare the grievance. The Employer's Step 2 representative may meet with the Association upon request to discuss the grievance. Written grievances shall specifically describe the nature of the complaint, the date the matter occurred, the identity of the Employee or Employees involved, and the provisions of this Agreement the Association claims the Employer has abridged or failed to apply. If a meeting is held, the Employer's Step 2 representative shall reply to the written grievance, in writing, within ten (10) working days following the meeting. If no meeting is conducted, the Step 2 representative shall reply in writing within ten (10) working days of receipt of the written grievance.

Step 3:

If a grievance has not been completely resolved as provided above, the Association may submit the grievance for further review as follows:

A grievance may be submitted in writing, with copies of all previous responses, to the Labor Relations Division within twenty (20) working days of receipt of the Step 2 answer. The Labor Relations Division shall conduct a grievance hearing for the purpose of receiving arguments and evidence. If a grievance hearing is held, Labor Relations shall submit a written disposition of the appeal to the Association within fifteen (15) working days following the hearing.

At all steps of the grievance procedure, failure of the Association to appeal the grievance to the next highest step shall constitute acceptance of the Employer's last response, while failure by the Employer to act upon a grievance within the specified contract time shall permit the Association to appeal immediately to the next step. In the event that a grievance affects two or more Employees the Association may file a policy grievance. Such grievance shall be filed at Step 3 of the grievance procedure within ten (10) working days of the date of the grievance.

Step 4:

If a grievance is not resolved at Step 3 of the process, the parties may, by mutual agreement, submit the matter to voluntary, non-binding mediation through the Michigan Employment Relations Commission ("MERC") or a mutually acceptable mediator. Such mediation shall commence as soon as practicable. If mediation fails to resolve the grievance, the Association may then proceed to Step

5 within ten (10) working days of the mediation meeting or mediator's recommendation.

Step 5: Arbitration

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

- A. Within sixty (60) days after the Wayne County Executive executes the Agreement, the Association and the Employer ("the parties") shall mutually select a panel of four (4) arbitrators.
 1. Each party will provide the names of five (5) arbitrators, for a total of ten (10) arbitrators.
 2. Of these ten (10) arbitrators, the parties will alternately strike names until a panel of four (4) arbitrators remains.
 3. The Employer's representative and the Association's representative will flip a coin to determine who has the first strike. The person who wins the flip will determine who goes first.
 4. The panel of four (4) arbitrators shall be used throughout the life of the contract unless a party decides to replace an arbitrator and a replacement is agreed upon.
 5. The parties may select a new panel if the initially selected panel is not available within a reasonable time.
- B. Within ten (10) working days of the Step 3 response or mediation meeting/recommendation, the Association shall serve upon the Employer a written notice of intent to arbitrate the grievance.
- C. Within thirty (30) days following the filing of the intent to arbitrate, the Association and the Employer shall schedule the arbitration hearing.
- D. The parties must send letters to, or by electronic transmission contact, each of the four (4) arbitrators selected under the procedure in Subsection A above for potential hearing dates. The arbitrator with the first available date for hearing that mutually works for the parties shall be chosen.
- E. The arbitrator shall have no authority to amend, alter, or modify this Agreement.
- F. The decision of the arbitrator shall be binding upon the parties and affected Employees. There shall be no appeal from the arbitrator's decision if made in accordance with the arbitrator's jurisdiction and authority under this Agreement.
- G. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Association. All other expenses shall be borne by the party

incurring same.

- H. Each grievance shall be submitted to a separately convened arbitration, except when the Association and the Employer mutually agree to have more than one grievance submitted to the same arbitrator.
- I. All claims or awards for back wages shall be limited to the amount of wages and other benefits 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.

8.02

The time periods provided may be extended by mutual agreement in writing.

8.03

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

8.04

The Employer shall provide the Association with a list of Step 2 and Step 3 representatives and alternates. Changes shall be effective forty-eight (48) hours after the Association is notified of the new representative.

8.05

The Employer may implement an online grievance submission process that utilizes email and require that all written grievances be submitted through this process. The parties will meet and confer as to the impact of any changes in process.

ARTICLE 9 -- SPECIAL CONFERENCES

9.01

The purpose of special conferences is to maintain communication and to discuss and resolve problems of mutual concern to the parties.

9.02

Special conferences may be held by mutual agreement between the Association Executive, the Association President or the Presidents of the General Fund or Engineers Chapters, and the Employer. Special conferences addressing departmental issues may be held with the Department or Division Director. Special conferences addressing County-wide issues shall be held with a representative from the Labor Relations Division. Unless otherwise agreed, arrangements for such special conferences shall be made at least twenty-four (24) hours in advance and shall be scheduled within ten (10) workdays after the request is made.

9.03

An agenda of the matters to be considered at the meeting, together with the list of the conferees representing the requesting party, shall be presented at the time the conference is requested. Matters discussed in the special conferences shall be confined to those included in the agenda.

9.04

Special conferences shall, to the extent possible, be held during regular working hours. Employees shall not lose time or pay for time spent in such special conferences and no additional compensation shall be paid to such Employees for time spent in such conferences beyond regular working hours.

9.05

Any matter of a grievable nature not resolved in conference shall be moved to the appropriate step of the grievance procedure.

ARTICLE 10 -- STRIKES AND LOCKOUTS

10.01

The Association agrees that it will not call, engage in, participate in or sanction any strike, sympathy strike, stoppage of work, sit down, slow down, or any other interference with the conduct of the business of the Employer. The Employer agrees that it shall not lock out its Employees.

10.02

The Association agrees that in the event of a strike, stoppage of work, sit down, or slow down by other County Employees, the members of the Association will work as assigned by the Employer to continue the functions of County government, providing that bargaining unit members are not required to place themselves in physical danger in order to cross a picket line.

ARTICLE 11 -- DISCIPLINARY PROCEDURE

11.01

The intent and purpose of this Article is to provide for progressive disciplinary action. Disciplinary action may be imposed only for just cause upon Employees who fail to fulfill their known job responsibilities or for improper conduct.

11.02

Before any Employee shall be required to make any written statement or written reply pertaining to any alleged misconduct on the Employee's part, the matter shall first be discussed between the Employee, the Area Representative or Association Representative, and the Employee's supervisor. The Employee shall have two (2) working days after such meeting to make and provide the written statement or reply. If no written statement or reply is provided within the two (2) working days, the Employer may continue its investigation.

11.03

The Employer agrees that before imposing any form of discipline, the Area Representative and/or the Association shall be promptly notified of the proposed action. The Employee shall have the right to be represented by the Association prior to the time disciplinary action is imposed. In the event Association representation is denied by the Employer, any disciplinary action shall be null and void except for emergency disciplinary action required by the circumstances as provided in Section 11.04 of this Article. Investigation reports then available shall be included with the disciplinary papers when served, with copies furnished to the Association. Other additional reports shall be provided to the Association.

11.04

The Employer may take immediate and appropriate disciplinary action for just cause, without prior notice, should it be required by the circumstances. In such instance, prompt written notice of such action shall be given to the Employee with reasons for need to take immediate and appropriate action, with a copy furnished to the Association.

11.05

There shall be one personnel file for each Employee. Employees shall be given copies of all disciplinary actions and a copy shall be placed in the Employee's personnel file. A notation of oral reprimand, by date and subject only, may be placed in the Employee's official personnel file.

11.06

Unless other disciplinary action is deemed necessary by the Employer, the normal progressive order of discipline shall be as follows:

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Discharge

11.07

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.

11.08

The Employer may modify a disciplinary action except that the severity of the disciplinary action shall not be increased but may be lessened.

11.09

All disciplinary action shall be subject to the grievance procedure. However, oral and written reprimands shall not be subject to arbitration.

11.10

The following are agreed to be causes for suspension, removal, or reprimand of any represented Employees, though charges may be based on causes other than those enumerated herein, namely:

- A. Has willfully violated departmental work rules.
- B. Is incompetent or inefficient in the performance of the duties of their position (specific instances must be charged).
- C. Has been wantonly careless or negligent in the care of property of the Employer.
- D. Has treated an inmate or patient of any County institution in an abusive or negligent manner.
- E. Has been offensive in conduct or language toward fellow Employees, County officials or the public.
- F. Has been habitually tardy in reporting for duty or has been absent frequently from duty.
- G. Has been charged and arraigned on a felony charge or convicted of a misdemeanor involving moral turpitude.
- H. Has been intoxicated while on duty.
- I. Has violated any lawful and reasonable official regulation or order or failure to obey any lawful and reasonable direction made and given by a supervisor when such violation or failure to obey amounts to insubordination or serious breach of discipline.
- J. Has taken for personal use a fee, gift, or other valuable thing in the course of work.
- K. Has directly or indirectly aided or been in any manner concerned in assessing, soliciting, or collecting or receiving money or other things of value from anyone for any political purpose.
- L. Has engaged in outside employment in excess of twenty (20) hours per week without the express approval of the Employer.
- M. Has refused to perform a reasonable amount of overtime work.
- N. Has been absent without leave.

11.11

A Department Director designee may temporarily suspend, without pay for good cause, an Employee in the Department pending review and final determination by the Department Director.

11.12

Any Department Director may discharge, after approval of the Personnel/Human Resources Department, any Employee charged pursuant to Sections 11.01 and 11.02 or for other just cause.

11.13

Any Employee suspended without pay may request of the Department Director permission to forfeit, in lieu of suspension, an equal number of annual leave days. This section shall not authorize unilateral forfeiture of annual leave as punishment independent of a suspension without pay.

11.14

In every case of suspension or removal, a written order of the action taken, together with the reason thereof, shall be served upon the Employee in the presence of an Association representative and copies shall be submitted to the Association and the Personnel/Human Resources Department. If the Employee cannot be present for serving of the written order, a copy shall be mailed to the Employee's last recorded address after the Association has been advised.

11.15

An Employee charged with the commission of a felony or a misdemeanor involving moral turpitude during work hours, related to work location or job responsibilities, may be suspended with or without pay or removed/reassigned to a less sensitive position, with the approval of the Department Director and the Director of Personnel/Human Resources, pending a judicial determination of the charges. If the Employee is reassigned to a less sensitive position in a lower classification, the Employee's pay will be adjusted accordingly.

An Employee suspended pending investigation shall remain available for contact by the Employer, either by telephone, e-mail, etc. and must be available to report to the Employer during normal business hours.

11.16

Employees of this bargaining unit shall not be subject to disciplinary action for appearing before a state or federal Grand Jury at which they presented testimony under oath and have been sworn to secrecy.

11.17

Employees of the bargaining unit will not be subject to disciplinary action for taking part or refusing to take part in political activity when not on duty.

11.18

Employees convicted of the commission of any felony may be automatically terminated.

11.19

Upon request, any Employee's official personnel file may be reviewed every six (6) months. The Employer shall comply with this request within five (5) working days. After twenty-four (24) months

of satisfactory service, any prior discipline matter appearing therein shall not be adversely used in any subsequent disciplinary action.

11.20

Voluntary resignations are not subject to the grievance procedure and shall not be effective if withdrawn within a seventy-two (72) hour period after submission.

ARTICLE 12 -- SENIORITY

12.01

Seniority is hereby defined as continuous employment from the last date of hire, provided the seniority shall include both County of Wayne and Wayne County Road Commission service accumulated from the beginning date of continuous employment, without interruption or break, except as provided in this Article. Part-time service will be pro-rated according to actual hours worked.

12.02

Layoffs, leaves of absence without pay, time off without pay, and periods when the Employee is not on the active payroll shall not be considered as a break or interruption of employment.

12.03

The Employer shall maintain a seniority list upon the effective date of this Agreement which will show the names, job title, and seniority dates of Employees as represented by the Association, and the Association shall be furnished up-to-date copies of such seniority list on a monthly basis.

12.04

Employees shall lose seniority for the following reasons:

- A. Discharge or permanent removal from the payroll.
- B. Resignation [after two (2) years] – 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. Resignations which are followed by appointment from the re-employment list within two (2) years of resignation shall have the length of separation deducted from the length of continuing employment in computing seniority.
- C. Voluntary quits which shall include:
 - 1. Not returning to work when recalled within ten (10) working days after notice of recall from layoff.
 - 2. Failure to return to work on or before the expiration of an approved leave of absence or extension before the expiration of an approved leave of absence or extension thereof, provided the Employer sends notice by certified

mail within forty-five (45) days of the expiration of the leave of absence with a copy to the Association.

3. Absence from work for five (5) or more consecutive working days without sufficient notification to the Employer as to a sufficient reason for said absence.

D. Retirement.

12.05

In the case of extreme circumstances, special consideration may be given to those items enumerated above. Loss of seniority under these provisions is subject to the grievance procedure.

ARTICLE 13 -- APPOINTMENTS AND PROMOTIONS

13.01

New Appointments

- A. The Employer may announce or promote to fill entry-level vacancies. Announcement of a vacant position may include a communication 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 with the collective bargaining agreement are followed when selecting candidates.
- B. The Employer agrees to post the announcement for a period of at least fourteen (14) calendar days for positions other than Executive Service – Appendix D – Executive Service Positions.
- C. Employees promoted or appointed to entry-level positions shall not be promoted to another bargaining unit position until completion of at least six (6) (1,040 straight-time hours) months in the bargaining unit and have regular status.

13.02

Promotional Appointments

- A. Announcement of a promotional position may include a communication 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 posting may be done simultaneously, provided that the priorities contained within the collective bargaining agreement are followed when selecting candidates.
- B. The Employer agrees to post the announcement for at least fourteen (14) calendar days. Employees within the bargaining unit will be considered prior to other Employees. If no qualified applicants are found, the Employer may consider other Employees and/or new hires.

- C. At the completion of a promoted Employee's six (6) month (1,040 straight-time hours) probationary period, the Department may elect to take one of the following actions with the Employee: (1) pass probation, (2) fail probation, or (3) extend probation for a period up to three (3) months for a maximum of a nine (9) month probationary period. An Employee who fails probation, or whose performance any time during the probationary period is designated unsatisfactory, may be returned to a vacant position in their former classification and level. If there is no vacancy in the Employee's former classification and level, the County will make its best efforts to place the Employee into a comparable position for which they are qualified.
- D. Employees who fail their probationary period shall be eligible to apply for another promotional opportunity after twelve (12) months. This provision shall not preclude probationary Employees from applying for promotional opportunities.

13.03 Transfers

The Employer may at any time transfer an Employee for any reason, from one Department or division to another within the same classification and level.

The Employer may assign any Employee within a Department from one position in a classification and level to another position in the same classification and level.

13.04 Non-Promotional Transfers

An Employee may request a non-promotional transfer from a position in one classification and level to a position in a classification and level with the same pay grade. The transfer must be approved by the affected Departments.

A transferred Employee shall have a thirty (30) calendar day trial period. Within the thirty (30) calendar day trial period, the Employee may return, or be returned by the Department, back to the Department from which the Employee transferred.

13.05 Appeals from Ratings

Employees may appeal their ratings during a period of fourteen (14) calendar days following their review of their examination. Such an appeal shall be made under the provision provided for in Rule 6, Section 13 of the Rules of the Civil Service Commission. The decision of the Civil Service Commission shall be final and shall not be subject to the grievance procedure.

13.06 Performance Appraisals

If Performance Appraisals are conducted, they shall be evaluated in accordance with Article 36 -- Economic Improvements.

13.07 Executive Service Group

- A. Positions in the Executive Service group shall be filled by appointment at the sole discretion of the County Executive Appointing Authority. These positions

are "at will" positions and individuals in these positions serve at the discretion of the Wayne County Executive Appointing Authority.

- B. The number of Executive Service positions shall be limited to eighty-seven (87) during the term of this Agreement.

In the event of a reduction in the number of Department Executive I positions only, the filling of such positions shall be subject to good faith negotiations between the parties. If the matter is not resolved, it may be submitted to final and binding arbitration in accordance with Article 8 -- Grievance Procedure.

Any additional appointments above eighty-seven (87) will be subject to good faith negotiations between the parties. If the matter is not resolved, it may be submitted in accordance with Article 8 -- Grievance Procedure.

- C. Notwithstanding other provisions of the Agreement, an Employee whose appointment is not renewed shall have the right to exercise their seniority rights to displace to other positions in accordance with Article 24 -- Layoff, Displacement, and Recall, Sections 24.02 through 24.09, of this Agreement provided the Employee is qualified for and has previously gained status in the displaced position(s) sought. Status shall mean having served in a regular classified civil service position from which the Employee has passed the probationary period.

13.08 **Qualifications**

The Association shall be notified with regard to the establishment of qualifications and eligibility factors to be used for promotions; however, final decisions with respect to such matters shall remain with the Employer.

13.09 **Decisions not Subject to Arbitration**

With the exception to 13.07 above, any Employer decisions pursuant to this Article as to filling vacancies or probation may not be submitted to arbitration.

ARTICLE 14 -- PROBATIONARY PERIOD FOR NEW HIRES

14.01

The Association shall represent probationary Employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except no matter concerning the discipline, layoff, or termination of a probationary Employee shall be subject to the grievance procedure.

14.02

Except as provided in Section 14.05 of this Article, all newly hired full-time and part-time Employees shall serve a probationary period of one-thousand and forty (1,040) straight-time hours of work, during which time they will be termed "probationary Employees". For the purpose of this Article, newly-hired Employees shall be defined as any Employee who is entering a classification under this Agreement and whose former classification was not represented by the Association.

A probationary period may be extended by three (3) months by the Employer should the Employer believe it needs more time to adequately assess an Employee in the performance of their job. The Association shall be notified of such extension and may request to meet to discuss the extension.

14.03

Probationary Employees shall receive a preliminary evaluation at two (2) month intervals.

14.04

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

14.05

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

ARTICLE 15 -- TEMPORARY ASSIGNMENT

15.01

The Employer has the discretion to temporarily assign an Employee. Such discretion must take into consideration the Employee's qualifications, performance, availability, and seniority. The Employer recognized seniority as an important component of its assessment and the exercise of its discretion. An Employee who is temporarily assigned to a position in a classification and level higher than that which the Employee holds shall receive a prior written notice from the Employer directing and authorizing such work except for an emergency situation. If an emergency situation does occur, written notice will be provided to the Employee within five (5) workdays of the temporary assignment.

15.02

When such temporary assignment exceeds five (5) workdays, the Employee shall then be compensated from the first hour of such assignment at the rate of the higher classification in accordance with the promotion rule.

15.03

Employees shall not be paid for the first five (5) days of any temporary assignment resulting from the necessity of providing vacation relief.

Holidays, vacation, annual leave, or any other approved time off for members of the bargaining unit shall not constitute a break in the qualifying period for the temporary assignment during such absence. Employees shall only receive temporary assignment pay for actual hours of work performed in the temporary assignment.

15.04

Temporary assignments made pursuant to Sections 15.01 and 15.02 above shall not be changed to avoid payment under this Article.

15.05

A temporary assignment shall not exceed twelve (12) months duration, which may be extended only in situations where the temporary assignment is necessitated by a sick leave or approved leave of absence of over twelve (12) months.

ARTICLE 16 -- RECLASSIFICATION

16.01

If there has not been a position audit within one (1) year, the Department of Personnel/Human Resources, upon request of the incumbent or Department Director, shall audit positions within sixty (60) days from date of the request. Should the audit disclose a substantial upward change in the level of the duties and responsibilities assigned to the position, the Department of Personnel/Human Resources will recommend that the position be reclassified to the next appropriate higher classification and/or grade level.

16.02

Should the following conditions be met, the incumbent shall be granted regular status in the higher classification or grade level:

- A. The reclassification of the position is based upon the assignment or accretion of new higher-level duties and responsibilities over a period of one (1) year or more, and the incumbent has been continuously employed in said position during the assignment or accretion of the new duties and responsibilities;
- B. The added duties and responsibilities were related to and supplemented the original functions of the position, and appear to be of a permanent nature;
- C. There is evidence that the additional duties and responsibilities were assigned to the position for good and sufficient reason, and to increase the efficiency of departmental operations.

16.03

Employees shall first submit requests for audits to their Department Director, who shall review and comment upon the request and forward it to the Department of Personnel/Human Resources within ten (10) working days with a specific recommendation as to its disposition. Requests for audits may be submitted directly to the Department of Personnel/ Human Resources should the department fail to respond within the prescribed time.

16.04

The Association will receive notice of the disposition of reclassifications in the same manner and at the same time notice is given to the Employee and Department.

16.05

Nothing in this Agreement shall preclude the Association from seeking to modify or change the classification of any position included in the bargaining unit.

16.06

Any wage adjustments shall be retroactive to the date the request is received by the Department of Personnel/Human Resources. Reclassifications shall not be delayed or denied because of budgetary reasons.

16.07

Appeals of reclassification matters may not be grieved but may be properly directed to the Reclassification Appeal Board. Decisions of the Reclassification Appeal Board shall be in writing and a copy shall be sent to the Association. The Reclassification Appeal Board shall be selected to include a member in the professional area reviewed.

ARTICLE 17 -- WORKWEEK

17.01

The standard work week shall begin at 12:01 a.m., Monday and end at midnight Sunday. Unless otherwise agreed to by the parties, the workweek of each Employee shall consist of five (5) regularly scheduled recurring eight (8) hour workdays during the standard work week. The two (2) remaining days, which shall be consecutive, shall be designated as the sixth (6th) and seventh (7th) day of the Employee's work week 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 (5) day or a seven (7) day operation.

17.02

An Employee's work week shall not be changed for the purpose of avoiding payment of overtime, provided, however, that a change in work week resulting from an Employee's request to change days off, shifts, etc., shall not be construed as an attempt by the Employer to avoid payment of overtime.

17.03

The standard work week for bargaining unit Employees shall consist of forty (40) hours of on-duty time or eighty (80) hours of on-duty time every two (2) weeks. However, if a majority of Employees in a Department are assigned less than forty (40) hours per week, members of the bargaining unit shall work the same number as the majority of departmental Employees.

17.04

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

ARTICLE 18 -- WORKING HOURS

18.01

The regular workday shall begin at 12:01 a.m. and extend to midnight.

- A. The second shift shall be any full-time shift commencing between the hours of 11:00 a.m. and 6:59 p.m.
- B. The third shift shall be any full-time shift commencing between the hours of 7:00 p.m. and 3:59 a.m.

18.02

Employees included within this Agreement shall be paid ninety cents (\$.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.

18.03

Employees included within the Agreement shall be paid ninety cents (\$.90) per hour, in addition to the basic hourly rate, for all work performed on a Saturday during an Employee's regularly scheduled work week, 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 a regularly scheduled work week.

18.04

Past practice notwithstanding, all Employees scheduled on five (5) day operations will be required to work an eight and one-half (8 1/2) hour workday. The lunch period shall be one (1) hour with one-half (1/2) hour paid. Employees working seven (7) day and three (3) shift operations will work eight (8) hours and receive a paid one-half (1/2) hour lunch period. Employees who work in field operations will continue to work eight (8) hours per day with one-half (1/2) hour unpaid lunch period.

18.05

Each Department shall, in consultation with the Association, establish a schedule of lunch periods which will not adversely affect the operations of the Employer.

18.06

For Employees not working in twenty-four (24) hour day operations and except for stated cause, starting and quitting times shall be determined according to the following rules at the Employee's option:

- A. Part of each day's service shall include the hours of 9:00 a.m. to 3:30 p.m. The lunch period shall be during these hours.
- B. Each day's work shall be completed between 7:00 a.m. and 6:00 p.m.

18.07

Good cause in Section 18.06 shall include, but not be limited to, the need to provide staffing during business hours, the need to provide supervision of departmental Employees, and the need to insure availability of critical Employees during reasonable business hours.

ARTICLE 19 -- OVERTIME

19.01

Notwithstanding anything in this Agreement to the contrary, all Employees in the bargaining unit 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.

19.02

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 performed on the seventh (7th) day of the Employee's workweek provided the Employee is paid for forty (40) hours in the workweek. If not, hours worked on the seventh (7th) day will be compensated at straight time until the forty (40) hour requirement is met.

19.03

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

19.04

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

19.05

Employees in classifications above the pay grade of 26* shall not be entitled to any overtime compensation in accordance with the Fair Labor Standards Act.

19.06

Overtime hours and holiday premium shall be divided as equally as possible among Employees in the same classifications and level in a work area. Whenever overtime is required, the person with the least number of overtime hours in that classification and level within the work area will be called first and so on down the list in an attempt to equalize the overtime hours. Employees who should have been called will be offered the next available opportunity to work overtime. If, after notice is given to the Employer, the Employee is not offered the next opportunity, that Employee will be paid for the appropriate overtime hours for the overtime assignment. Employees in another classification

*Section 19.05 is subject to continuing negotiations should there be any change in the Wayne County Pay Plan.

and level may be called if there is a shortage of Employees in the classification and level needed. Time not worked because the Employee was unavailable or did not choose to work will be charged the average number of overtime hours of the Employees working during that period.

ARTICLE 20 -- JOB AND SHIFT PREFERENCE

20.01

On notification of a position vacancy, qualified Employees may exercise their seniority for the selection of a shift preference within the classification held by the Employee. Positions shall be posted for not less than fourteen (14) calendar days.

20.02

Should the Employer find it necessary to institute a reorganization which causes substantial changes either in work location or job assignments, Employees who are affected may bid on such changes according to seniority and qualifications. Positions shall be posted for not less than fourteen (14) calendar days.

ARTICLE 21 -- CALL TIME AND STANDBY TIME

21.01

Employees, excluding those ineligible for overtime compensation, called to work during their normal off hours shall be paid a minimum of four (4) hours.

21.02

Employees are not required by the Employer to remain available during normal off hours.

21.03

Employees who have either been designated as "standbys" or have been requested by their Department Director or designee to perform duties after hours off the job location shall be compensated at prevailing overtime rates or compensatory time for the actual time worked but not less than one (1) hour's pay. This provision is limited to Employees who are eligible for overtime premium compensation.

ARTICLE 22 -- MILEAGE ALLOWANCE AND UNIFORMS

22.01 Private Car Mileage Reimbursement

Employees required to use their private vehicles in performance of assigned duties shall be reimbursed for actual trip mileage incurred each month. Employees shall be reimbursed at the Federal standard mileage rate established by the Internal Revenue Service ("IRS") for each calendar year.

22.02 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 from the official work location to the field assignment to home.

22.03

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.

22.04

Employees who are required to wear protective clothing, excluding shoes, shall be provided such clothing by the Employer.

An Employee who separates from the Employer service shall return all equipment, clothing, and uniforms furnished by the County within seven (7) days of such separation.

22.05 **Parking**

The Employer will provide parking at the Employees' primary work location at no cost to the Employee.

ARTICLE 23 -- PROFESSIONAL DEVELOPMENT

23.01 **Eligibility -- Tuition Reimbursement**

- A. All tuition reimbursement shall be entirely and fully at the discretion of the Employer, other than any such tuition reimbursement provided by this Agreement presently that is for training necessary to maintain a license or permit required by law to perform mandated County functions.
- B. Courses are conducted by an accredited educational institution. This includes classes conducted virtually.
- C. Correspondence courses may be eligible for reimbursement.
- D. Courses determined by the Employer to be job-related for the maintenance of a professional licensure that are essential to the Employee's current classification or for a classification that the Employee is reasonably preparing

to qualify for within the County of Wayne.

- E. The Professional Program shall be administered by the Personnel/Human Resources Department in accordance with established rules.

23.02 Amount of Reimbursement

The refund may be up to one-hundred percent (100%) of actual tuition but not more than two-thousand dollars (\$2,000) per fiscal year. Refund payments will not include the cost of books, supplies, or equipment. Reimbursement will be subject to available funding.

23.03 Eligibility -- Professional Seminars and Conferences

Reimbursement shall be limited to full-time Employees whose programs meet the following requirements:

- A. Application must be made to the Personnel/Human Resources Department by the Employee and approved by the Department Director, indicating the cost, date, location, and relationship to Employee's present job.

Seminars or conferences must contribute to professional competence in current job performance or in preparation to advance towards a County career objective.

- B. Approval, processing, and reimbursement will be determined the same as tuition procedures.
- C. No payment will be made for books and supplies, meals, traveling cost, hotels, etc. This program includes seminar or conference registration fees only except where other refunds are authorized by this Agreement.
- D. Employees may utilize professional development for fees related to certification and licenses required to perform their position with the County.

23.04 Separation from Employment-Repayment

- A. Any Employee that voluntarily resigns or is terminated for just cause prior to completing a course(s) will not be reimbursed any eligible expenses.
- B. In the event an Employee voluntarily resigns their employment or is terminated for cause within six (6) months of receiving tuition reimbursement, the Employee shall repay the County one-hundred percent (100%) of the amount of reimbursement received.
- C. In the event an Employee voluntarily resigns their employment or is terminated for cause after six (6) months but within one (1) year of receiving reimbursement, the Employee shall repay the County fifty percent (50%) of the amount of tuition reimbursement received.

- D. Employees who are terminated due to reduction-in-workforce or job eliminations shall not be required to make repayment of any reimbursement received.
- E. If the Employee does not repay any amounts due as indicated above on or before their last day of employment, any such amounts will be deducted from the Employee's final paycheck or from any other amounts payable to the Employee upon or following termination of employment.

ARTICLE 24 -- LAYOFF, DISPLACEMENT, AND RECALL

24.01 Definitions

Layoff will be defined as a separation from employment as the result of lack of work/funds, discontinuance of an operation, or as otherwise provided in this Agreement.

Displacement may result from elimination of a position due to a lack of work/funds, discontinuance of an operation, or as otherwise provided in this Agreement; or (2) the displacement of a more senior Employee resulting in the displacement of a less senior Employee.

Qualified shall mean qualified to perform the duties of the new position as determined by the affected Department. The Department, along with Human Resources, shall participate in the process.

24.02

Notice of layoff or displacement shall be delivered to any Employee to be laid off not later than ten (10) working days before the effective date thereof and a copy of the notice and a list of affected Association members shall be sent to the Association no later than five (5) working days before the layoff.

24.03

Employees receiving layoff or displacement notices may elect to retire and receive valuation of such sick and annual leave banks based on the salary received prior to said notice.

24.04

In the event of a layoff, positions filled by part-time, temporary, new-hire probationary and new-hire provisional Employees shall be utilized for displacement by regular Employees.

24.05

Employees of a Department who have not completed the required trial period and Employees promoted on a provisional basis shall revert to the classification and Department from which they were promoted and displaced, if necessary, in accordance with their total seniority. The least senior trial Employee or provisional Employee shall be removed first.

24.06

Service performed by laid off bargaining unit members shall not be performed by contractors while members are on a recall list for those positions.

24.07

- A. Displacements and layoffs shall be made by total seniority and in accordance with the following order:
 - 1. To positions in the Employee's classification for which the employee is qualified within the Department.
 - 2. To vacant positions within the classification for which the Employee is qualified outside of the Department.
 - 3. To positions in equal or lower classifications for which the Employee is qualified within the Department.
 - 4. To positions in equal or lower classifications for which the Employee is qualified outside of the Department.
- B. In the event that no positions are available for displacement under this Section, the Employees shall be laid off.
- C. It is not the intent of this Article to prevent Employees in one bargaining unit from exercising their bumping rights to positions in other bargaining units within a Department if said bumping is contractually permissible.

24.08

In the event of a scheduled layoff, notwithstanding their position on the seniority list, the Association President, if an Employee of the Employer, and the Chapter President and Area Representatives shall be retained in any job they are qualified to perform.

24.09

If the laid off Employee is not placed under Section 24.07, and is not eligible for service retirement, the Employee, within sixty (60) days, may exercise only one of the following options:

- A. Be placed on a recall list for a period not to exceed five (5) years;
- B. Receive severance pay equal to one and three-quarters percent (1.75%) of annual compensation for each year or major fraction of County service.

An Employee not making an election within the sixty (60) day period shall be automatically placed on the recall list.

24.10

Recall shall be defined as the process by which Employees who have been laid off or displaced are returned to Employment or former classification.

24.11

No vacancy in a given class can be filled, except by recall, until Employees laid off or demoted from the class have been restored to the class.

24.12

Employees shall be recalled in order of their seniority, the most senior to be recalled first, providing the Employee is qualified for the classification.

24.13

Notice of recall of Employees who were laid off or displaced 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 no later than ten (10) work days following receipt of delivery of such notice of recall shall be considered a voluntary resignation. Exceptions for good cause may be made by the Employer for failure to report to work as notified. If a laid off Employee once refuses recall, the Employee's name shall be removed from the recall list.

24.14

Employees displaced under Section 24.07 or 24.09 shall have the right to request placement on recall lists for all classifications for which they are qualified up to and including their former classification. Refusal to return to a classification from a recall list will cause the Employee's name to be removed from that list.

24.15 **Decisions Not Subject to Arbitration**

Decisions as to whether an Employee is qualified for the new position may not be submitted to arbitration.

ARTICLE 25 – HOLIDAYS

25.01

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
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- General Election Days (Tuesday following the first Monday in November in

even numbered years)
Three (3) Swing Holidays (A)
One (1) Floating Holiday (B)
Employee's Birthday (C)

- A. Three (3) Swing Holidays will be utilized between Christmas and New Year's Eve.
- B. One (1) Floating Holiday per calendar year will be identified by the Employee with prior notification and approval by the Employer. The Floating Holiday will only apply to full-time Employees and cannot cause overtime for the Employee requesting the leave.
- C. All Employees who complete one (1) year of continuous service will receive a day off for their birthday, subject to prior approval of the Employer. 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 Employer 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.

25.02

By January 15th of each year, the Employer shall publish the date that each holiday will be celebrated, including the three (3) swing holidays.

25.03

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.

25.04

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.

25.05

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

25.06

Whenever a designated holiday occurs on a Saturday, the preceding Friday shall be designated as the official holiday, and whenever the designated holiday occurs on a Sunday, the following Monday

shall be designated as the official holiday. Should two (2) 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.

25.07

Full-time Employees required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day shall be compensated in cash at the rate of two-hundred percent (200%) for all hours worked in addition to their regular pay for the holiday. Holiday premium pay for seven (7) day operations shall be paid for work on the day designated by the calendar as the holiday.

- A. Except as provided in subsection (2) below, full-time Employees required to work on any holiday other than those listed in Section 25.07 above shall be compensated at the rate of one-hundred and fifty percent (150%) for all hours worked in addition to their regular pay for the holiday.
- B. Employees assigned to seven (7) day operations who are required to work on any holiday other than those listed in Section 25.07 above and required to work the Day before Christmas and the Day before New Year's Day shall accumulate such holiday time calculated at one-hundred and fifty percent (150%) for all hours worked, not to exceed a maximum of eighty (80) banked hours. Such Employees, upon reaching the maximum eighty (80) hours, shall be compensated at straight-time rates in addition to their regular pay for the day. The accumulated holiday time up to a maximum of eighty (80) hours may be used in connection with annual leave or be used at such time as mutually agreed between the Employer and the Employee.

25.08

Whenever one of the holidays listed in Section 25.01 above occurs on a day which is a regular day off for a shift Employee working in a seven (7) day operation, the Employee shall be given a substitute day off in lieu of such holiday. The substitute day off shall be designated by the Department Director and shall be granted not later than sixty (60) days following the date of the holiday. Employees required to work on the day designated as the substitute for the holiday shall be paid at the rate of one-hundred and fifty percent (150%) for all hours worked in addition to their regular pay for the day.

25.09

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 18 -- Working Hours, Sections 18.01, 18.02 and 18.03. Employees shall not be entitled to shift differential pay for compensatory holiday time.

25.10

Upon separation, an Employee shall be paid for all unused accumulated holidays for which equivalent time off has not been allowed provided, however, that unused holidays may not be accumulated for a total exceeding eighty (80) hours [ten (10) days].

25.11

Holiday premium pay or equivalent compensatory time shall not be limited or denied because of overtime pay grade restrictions.

25.12

Any Employee who has an unapproved absence on the first workday following the holiday shall forfeit said holiday. The appropriate Department official has the discretion to approve the absence in this section, provided the Employee submits satisfactory documentation of extenuating circumstances.

ARTICLE 26 -- ANNUAL LEAVE

26.01

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

- A. The number of annual leave days to be granted shall be determined by the Employee's total length of continuous service with the Employer. Length of service shall be calculated in accordance with the terms of Article 12 – Seniority.
- B. Annual leave credit shall be earned in any pay period in which the Employee has at least sixty-six (66) hours of straight-time paid service.
- C. Employees shall not be entitled to use annual leave until the completion of six (6) months of continuous full or part-time service, except in cases of injury incurred in the line of duty or under emergency situations as determined by the Employer.

26.02

Employees shall earn annual leave credits for each completed month of service according to the following schedule:

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

Earned hours will be appropriately credited in 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 annual leave on the third payroll check of any month or earn more than the equivalent of two (2) pay periods worth of eligible annual leave hours in any one (1) month.

26.03

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

26.04

Annual leave shall not be used until earned. Annual leave shall only be taken in one-half (1/2) hour increments.

26.05

Final decision as to whether any Employee may use annual leave shall be the Employer's, but no Employee shall be required to work more than one (1) calendar year without annual leave.

26.06

Effective January 1, 1989, no Employee shall be permitted to accumulate annual leave beyond that which could be earned in two (2) years. Upon reaching the maximum allowable accumulation, an Employee shall not earn additional annual leave credits until the bank has been reduced below the maximum.

- A. The above provision is modified to the extent that no separated Employee can be paid for any annual leave banked time above the Employee's one-year accumulation as of January 1st of the year of separation plus whatever monthly earnings to which the Employee is eligible between the preceding January 1st and the date of separation.
- B. The above provision is also modified in that any Employee shall be able to accumulate annual leave above the maximum hours only if a pre-approved vacation was canceled due to operational needs of the Employer or be paid if Employee desires.

26.07 **Scheduling of Annual Leave**

Employees shall inform their Department Director or designee in writing by May 1st of each year of their desire for annual leave. In the event there is conflict in scheduling annual 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.

26.08

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

26.09

An Employee who is granted a leave of absence without pay, except for Employees receiving worker's compensation or long-term disability benefits shall be required to use all accumulated

annual leave prior to the commencement of the leave of absence without pay.

26.10

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

26.11

In the event of a personal emergency, annual leave hours may be used for personal business leave in the event personal business leave hours have been exhausted. Approval of the Employee's appropriate Department official and satisfactory documentation of the emergency is required.

ARTICLE 27 -- SICK LEAVE

27.01 **Secondary Bank**

- A. Full-time Employees shall be entitled to accumulate sick leave credits of 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, up to a maximum of five hundred and seventy-six (576) hours.

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

- B. Upon retirement, death or termination, secondary bank time shall be paid subject to the following limits:
1. Fifty percent (50%) of value upon termination;
 2. Seventy-five percent (75%) of value upon retirement; and,
 3. One-hundred percent (100%) of value upon death.

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

27.02

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 attendance on duty;
- C. Due to the illness of a member of the immediate family who requires the Employee's personal care and attention, not exceeding five (5) sick leave

days in any one (1) year. The term "immediate family" as used in this Section shall include present spouse, parents, present step-parents, grandparents, grandchildren, children, present step-children, brothers or sisters of the Employee or the Employee's spouse. It shall also include any member of the Employee's household;

- D. Due to the death of a relative of the Employee other than a member of the immediate family as defined in Article 33 -- Bereavement Leave, Section 33.03(B), not exceeding three (3) such sick leave days at any one (1) time. The term "relative" as used in this Section shall mean uncles, aunts, nephews, nieces, and first cousins of the Employee or the Employee's spouse. It shall also include any member of the Employee's household;
- E. For routine medical or dental appointments, upon prior notice to the Department Director or designee.

27.03

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

27.04

An Employee who has been employed continuously during any one (1) year and who has not used 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. 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 (1) year shall be deemed to have been employed continuously for the entire year.
- B. Sick leave used in connection with a death of a relative under the provisions of Section 27.02(D) of this Article and sick leave used as personal business leave under the provisions of Article 29 – Personal Business Leave shall not be counted for purposes of determining eligibility to receive such additional three (3) days of annual leave.
- 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.

27.05

Holidays occurring within a period of sick leave shall not be counted as work days. Sick leave used shall be charged at the same rate as which it is earned, i.e., one (1) work day equals eight (8) hours.

27.06

An Employee who is seriously ill for more than five (5) days while on annual leave may, upon

application to the Department Director or designee, have the duration of such illness charged against sick leave reserve rather than against annual leave. Notice of such illness must be given immediately to the Department Director or designee. Proof of such illness in the form of a physician's certificate shall be submitted by the Employee to the Department Director or designee who shall determine whether or not such application shall be granted.

27.07

Except in the 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-time or part-time service following the date of appointment or the date of re-employment for Employees returning to the service by appointment from a re-employment list. For purposes of this sub-section, 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.

27.08

Whenever a County Employee included under a collective bargaining agreement which provides for different treatment of sick leave accumulation becomes a member of this bargaining unit, all primary bank time shall be used or paid off in accordance with the provisions of the prior collective bargaining agreement.

27.09 **Cash Plan Sick Leave Program**

- A. Employees who were members of the bargaining unit prior to February 4, 1992 shall have the option of remaining under the sick leave plan provided in Article 27.01 or electing to participate in the CASH PLAN provided in this Section. If a member of the bargaining unit elects to participate in the CASH PLAN, they 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 in Article 27.01. Employees entering the bargaining unit after February 2, 1992 shall not have an option but shall be automatically covered by the CASH PLAN. Sick leave earned prior to January 1, 1993 may be retained if the total sick leave in the Employee's secondary bank does not exceed five-hundred and seventy-six (576) hours. Time from such banks may also be used if the new sick leave credit is exhausted or to become eligible for long-term disability benefits. Such sick leave will also continue to be paid in accordance with Section 27.01.
- B. On or about January 1, all CASH PLAN Employees will be credited with twelve (12) 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.
- C. Employees entering the bargaining unit after January 1st will receive a prorated credit of eight (8) hours of sick leave for each full month of the calendar year remaining.
- D. At the end of each calendar year, a cash value will be computed for the first six (6) days [or fifty percent (50%) of total prorated days for new Employees] of unused sick leave days. Payment will be made on or before January 1st of the next calendar year at a rate of seventy-five percent (75%) of the then

current value of such sick leave. In addition, a cash payment at the rate of one-hundred percent (100%) of the then current value shall be made for unused bonus annual leave, up to three (3) days, which was also earned that preceding calendar year. Such payments shall be included in average final compensation ("AFC") for pension purposes. CASH PLAN Employees who have exhausted all sick leave may utilize annual leave for sick leave.

- E. Employees separating during the calendar year shall be paid on a pro-rated basis for unused sick leave and bonus time on the same basis as indicated above.
- F. The balance of sick leave cannot be carried forward to subsequent years. Employees, as defined in Section 14.02, shall be allowed to accumulate up to thirty (30) days which may be used solely to satisfy the elimination period to receive benefits under the long-term disability income benefit plan. Sick leave accumulated for this purpose shall have no cash value.

ARTICLE 28 -- LONG-TERM DISABILITY INCOME PROTECTION PLAN

The terms and conditions regarding eligibility for and the application of long-term disability benefits shall be described in the County of Wayne, Michigan, Long-Term Disability Income Benefit Plan ("the Plan"), as amended. Appendix E, attached.

The time period for an Employee to give notice of a disability or illness under the Plan is thirty (30) calendar days from the date of a known disability/illness. To give notice requires that the Employee request long-term disability benefits in writing from the Plan Administrator of Benefits Administration/Personnel/HR; however, the LTD application and requirements shall be included in the initial FMLA paperwork sent to the Employee. The Employee must apply for long-term disability benefits by completing all the required forms and submitting same to Benefits Administration within sixty (60) days of the claimed disability/illness. Failure to give proper notice or apply within the required time frames may result in a denial of long-term disability benefits.

Payment of workers' compensation benefits precludes payment of long-term disability. If long-term disability payments have been made subsequent to a favorable adjudication or settlement of a workers' compensation claim, the Employee will reimburse the County the dollar amount received during the disability period.

Employees on long-term disability shall receive medical benefits for eighteen (18) months or less of continuous disability consistent with the terms of Article 38 -- Insurance Programs, Section 38.01(D). Optical, life, and dental insurance benefits shall be continued during this time.

Employees may purchase additional disability insurance separate from the Plan provided by the County. The Employee's additional disability insurance benefits or no-fault benefits shall not be coordinated with benefits from the Plan provided the Employee does not receive in excess of one-hundred percent (100%) of the Employee's regular after-tax rate of pay. Any additional disability insurance or no-fault benefits will only supplement the Employee's income above the maximum benefit level provided by the Plan but will not exceed one-hundred (100%) of the Employee's regular after-tax rate of pay. The Plan shall be the primary coverage.

The Employee who applies for disability benefits under the Plan must furnish proof of coverage or a denial of any other disability or no-fault coverage as well as proof of the amount of benefits received

from their supplemental disability or no-fault insurance. Failure to provide this information within thirty (30) days from a request for this information may result in a delay, suspension, or denial of benefits by the County.

All Employees will continue to be covered by a long-term disability income protection plan which provides sixty percent (60%) of gross salary up to a maximum of two-thousand and six-hundred dollars (\$2,600) per month. An Employee who is otherwise eligible for sick leave qualifies for this income protection plan after thirty (30) calendar days of non-work-related illness or disability or the use of all secondary sick leave, whichever occurs last. The eligibility threshold for CASH PLAN employees will be thirty (30) calendar days.

Employees receiving long-term disability income benefits shall receive benefits administered according to the County of Wayne, Michigan, Long-Term Disability Income Benefit Plan as revised herein.

ARTICLE 29 -- PERSONAL BUSINESS LEAVE

29.01

All full-time Employees who have completed one (1) year of service and have accumulated sick leave in accordance with Article 27 -- Sick Leave shall be entitled to utilize such sick leave for personal business leave not to exceed four (4) days in any one calendar year beginning January 1st of each year.

29.02

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

- A. Upon reasonable notice to and with the approval of the Department Director or the designated departmental representative.
- B. Approval for personal business leave shall not be unreasonably withheld by the Department.

29.03

Personal business leave may be requested by an Employee in increments of not less than one-half (1/2) hour.

29.04

Personal business leave days granted by the Department shall not be counted against the three (3) day annual leave bonus for use of sick leave as provided in Article 27 -- Sick Leave, Section 27.05.

ARTICLE 30 -- TRANSFER OF ANNUAL LEAVE AND SICK LEAVE TO ANOTHER GOVERNMENTAL JURISDICTION

30.01

Any Employee transferring to another governmental jurisdiction as a result of a merger of governmental services may, subject to the approval of the jurisdiction to which the Employee is going,

transfer accumulated annual leave and sick leave in accordance with the following provisions:

- A. An Employee who has less than one (1) year of continuous service may transfer accumulated annual leave.
- B. Employees who have completed one (1) year of continuous service may, at their option, transfer all or part of accumulated annual leave and shall be paid for all unused accumulated annual leave not transferred. For the purpose of this subsection, if two-thousand and eighty (2,080) regular work hours are completed prior to one (1) calendar year, then such hours shall be construed to be the equivalent of one (1) year.
- C. An Employee with less than two (2) years of continuous service may transfer accumulated sick leave.
- D. Employees who have had at least two (2) years of continuous service may, at their option, transfer all or part of accumulated sick leave and shall be paid one-half (1/2) of all unused accumulated sick leave not transferred.

ARTICLE 31 -- LEAVE OF ABSENCE

31.01

A regular Employee who has successfully completed their probation period 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, child, or parent who has a serious health condition, or following the birth or placement of a child for adoption or foster care.
- B. Because the Employee has been elected or appointed to a public office.
- C. Because the Employee is entering the unclassified or exempt services of the Employer.
- D. Because the Employee is entering upon a course of training or study, in an approved education institution, for the purpose of improving the quality of the Employee's service to the County or the purpose of qualifying for a promotion.
- E. Because the Employee is seeking political office.
- F. Because of extraordinary reason sufficient to warrant such leave of absence.

31.02

An Employee must exhaust all annual leave prior to the commencement of any leave without pay, except for leaves under Section 31.01(A) and (C). If the leave is requested because of the physical or mental disability of the Employee, all sick leave must be exhausted. If an Employee

requests a leave and elects to use sick leave for the care of the Employee's spouse, son or daughter, or parent who has a serious health condition, all sick leave must be exhausted.

31.03

A leave 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 an additional six (6) month extension, for a total leave without pay not to exceed eighteen (18) months. All extensions are at the discretion of the Director of Personnel/Human Resources. Within forty-five (45) days of the expiration of a leave without pay, 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 to care for family members shall not normally exceed three (3) months except that such leaves may be extended under Section 31.01(F).

Leaves 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.

31.04

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

31.05

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

31.06 **Insurance Continuation**

- A. Employees on leave in accord with Section 31.01(A) who have less than four (4) years of service are eligible to continue receiving medical, optical, life, and dental insurance for a period not to exceed three (3) months.
- B. Whenever Employees are on approved leaves of absence because of illness and have exhausted all of their accumulated sick leave, the Employer and the Employee shall continue to pay their respective portion of the cost of medical, optical, dental, and life insurance provided by the Employer for a period not to exceed eighteen (18) months following termination of sick leave pay provided, however, the Employee shall have four (4) continuous years of service.

- C. This provision is to be read consistent with Article 38 -- Insurance Programs, Section 38.01(D) of this Agreement.

31.07 Parental Leave

- A. 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 (2) employees of the County 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

ARTICLE 32 -- MILITARY LEAVE

32.01

Military leaves will be granted pursuant to the Civil Service Rules and in accordance with the law.

ARTICLE 33 -- BEREAVEMENT LEAVE

33.01

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

33.02

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.

33.03

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

33.04

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

33.05

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 services, if any.

33.06

In the event that a holiday, as defined in Article 25 -- Holidays, occurs during the bereavement leave, the Employee shall be allowed equivalent time off with pay for paid holiday at such time as the Department Director shall designate. In the event that bereavement leave occurs during the period when the Employee is on annual leave or sick leave, such leave shall be credited to the appropriate leave bank.

33.07

Employees on leaves of absence without pay, as defined in Article 31 -- Leave of Absence and 32 - Military Leave, shall not be eligible to receive bereavement leave.

ARTICLE 34 -- TIME OFF

34.01

Employees shall be granted time off from their duties with compensation by the Employer for any of the following reasons:

- A. For subpoenaed appearance in courts or before governmental agencies as a witness on behalf of the Employer or Association.
- B. For participation in promotional interviews held by the Employer or other meetings which may be required.
- C. For attendance at meetings of the Retirement Commission when the employee is a member of the Commission.
- D. For serving as a juror subject to the current Employer policies regarding Jury Duty. A copy of this policy shall be given to any Employee summoned for jury service.
- E. If the Employer is involved in a blood bank program, the Employees shall be released to participate in such a program during working hours without loss of pay, subject to scheduling by the Employer.

34.02

With the prior approval of the Employer, Employees may be granted time off from their duties, with compensation for attendance at in-service training and other sources designed to improve the Employee's performance, to prepare the Employee for advancement, to sit for job-related licensing examinations, or the implementation of this Agreement.

34.03

With the prior approval of the Employer, an Employee may be granted time off from duties for attendance at state funerals, funerals of officials or Employees of the Employer, or military funerals when the Employee is acting in an official capacity at said military funerals. Such time off may be granted with or without compensation at the discretion of the Employer.

ARTICLE 35 -- INDEMNIFICATION

35.01

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

35.02

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.

35.03

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.

35.04

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 of, but not limited to, investigation of the claim, responses to discovery, and other motions made in litigation, presence and participation at pre-trial hearings, conferences, trial, and, if applicable, appeals with regard to any claim subject to this Article.

ARTICLE 36 -- ECONOMIC IMPROVEMENTS

36.01

- A. Except as provided below, Employees shall receive a minimum of five percent (5%) increase or an increase that is at least five percent (5) above the minimum of the highest classification they supervise, whichever is greater, to their base annual salary. Any increase shall be applied retroactively to October 1, 2023. Appendix F.
- B. Effective October 1, 2024, each Employee in the bargaining unit shall receive two-and-one-half (2.5%) increase to their base salary.
- C. 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.
- D. Effective October 1, 2026, each employee in the bargaining unit shall receive a one percent (1%) increase to their base annual salary.

There are no provisions in this Agreement tying bargaining unit members' wages or benefits, in any way whatsoever, with those received by members of other bargaining units otherwise and clearly stated in this Agreement.

36.02 **Annual Wage Bonuses**

It is agreed between the parties that annual bonuses shall be paid to all bargaining unit members covered by this Agreement as follows:

- A. Seven-hundred and fifty dollars (\$750.00) for those Employees with single-person healthcare contracts;

- B. One-thousand and one-hundred and fifty dollars (\$1,150.00) for those Employees with two-person contracts; and
- C. One-thousand and five-hundred (\$1,500.00) for those employees with family contracts.

All bargaining unit members shall receive at least a seven-hundred and fifty dollar (\$750.00) annual bonus regardless of participation in a healthcare contract. Employees must make one of two (2) elections: (1) receipt of the annual bonus in installments remitted every other pay period as taxable income; or (2) receipt of the annual bonus in installments remitted as pre-tax funds deposited into a qualifying Health Savings Account ("HSA") by the Employer.

The applicable wage bonus will be paid as a lump-sum payment on the first (1st) paycheck in January of the calendar year. New hires will receive this bonus pro-rated 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.

36.03 **Annual Performance Wage Bonus**

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

The parties will work collaboratively to develop the initial performance evaluation process in accordance with the following parameters:

1. The final evaluation will include a four (4) point evaluation that distinguishes performance levels.
2. The evaluation process will include at a minimum four (4) formal feedback meetings.
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. Only yearly evaluations of less than satisfactory performance or its equivalent may be subject to the grievance process.

The initial review period will be July 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 five-hundred (\$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, 2024, the possible yearly wage bonus will range from five-hundred dollars (\$500) if the evaluation needs improvement or its equivalent, two-thousand 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 performance will not receive a wage bonus.

36.04 Salary Plan

The minimum and maximum of the Graded Salary Plan will not change during the term of the collective bargaining agreement based upon agreement of the parties. The maximum of the Graded Salary Plan for Employees' base annual salaries shall be limited by the newly agreed upon salaries. Should this section conflict with any other section or limitation in this Agreement, this Section shall prevail.

36.05 Annual Service Adjustments

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

36.06 Promotion Rule

An Employee who is 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.

36.07 Demotion Rule

- A. An Employee who is demoted for lack of work or lack of funds, for medical reasons, or as a career demotion shall have their wage 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.
- B. An Employee who is demoted for any other reason 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.

36.08 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.

Exceptions will be considered and approved based on an inability to enroll in direct deposit payroll processing.

ARTICLE 37 -- RETIREMENT

37.01 General Provisions

- A. The detailed provisions of the Wayne County Employees' Retirement System control except where changed or amended below.
- B. Each Employee shall participate in a retirement plan offered by Wayne County. Maximum retirement benefit provisions for each plan remain unchanged from those in the prior agreement between the parties that expired on September 30, 2014.
- C. Employees participating in a retirement plan offered by Wayne County must meet all age and service requirements of the retirement plan at the time of retirement and have twenty (20) or more years of seniority, as of October 1, 2015, to be eligible for post-retirement health care stipends as provided in Appendix G. Retiree healthcare stipends will be determined pursuant to the healthcare eligibility provisions contained in the settlement in *Hugh MacDonald, et. al v County of Wayne*, Circuit Court Case No. 09-031117 ("MacDonald").
- D. The Hybrid Retirement Plan 5 is mandatory for all Employees hired, re-employed, re-instated, or rehired on or after October 1, 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 after October 1, 2015.
- F. For all retirements effective on or after October 1, 2015, regardless of plan, AFC 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, regardless of retirement plan, ten (10) years of service are required before retirement benefits become vested.
- H. 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 three months
58 years	60 years and six months
57 years	60 years and nine months
56 years	61 years
55 years	61 years and three months
54 years	61 years and six months
53 years	61 years and nine 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 is available to participants aged fifty-five (55) years who have accrued thirty (30) or more years of service, with true actuarial reduction, the methodology of which and assumptions used to determine shall be approved by the County. No pension payments 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 normal retirement.

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

- I. 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 formulae ("frozen accrued benefit"). 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 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.

- J. The Employer reserves the right to place any Employee hired after October 1, 2015, into Defined Contribution Plan 4. If an 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).

Example: A bargaining unit member is 49 years old, in Plan 5, and is hired on October 1, 2015. After five (5) years, they are 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 year of service credit may be credited in any one calendar year.

- K. Other than as provided in Section C herein, effective October 1, 2015, bargaining unit members shall not be eligible to receive 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.
- L. Unless otherwise specified, the terms and conditions of each retirement plan as indicated in the following provisions are effective October 1, 2015.
- M. No provision in this Agreement is intended to reduce accrued pension benefits that were earned prior to the effective date of this Agreement.
- N. 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 AFC at the time of termination. The payment of retirement benefits shall begin at age sixty-five (65).
- O. Part-time Employees shall be excluded from the Wayne County Employees' Retirement System.
- P. All Employees hired on or after the date of execution of the 2008 – 2011 collective bargaining agreement by the Wayne County Executive shall not be eligible for a 13th check upon retirement.

37.02 Defined Benefit Plan 1

For Employees who are members of Defined Benefit Plan 1, the detailed provisions of Wayne County Employees' Retirement System shall control except as specified above or where changed or amended below. Defined Benefit Plan 1 is unavailable to new members.

- A. Effective October 1, 2015, the amount of normal retirement compensation shall be equal to the sum of one and one-quarter percent (1.25%) of AFC for all years of credited service accrued on or after October 1, 2015.

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 (\$52,155.00) of base wages

annually, and seven percent (7%) of base wages exceeding fifty-two thousand, one-hundred and fifty-five dollars (\$52,155.00) annually. Employee contributions shall apply to fund benefits accrued after the date of October 1, 2015.

- B. For retirements effective on or after October 1, 2015, AFC shall be calculated as the average of the last consecutive ten (10) years of compensation and shall include only base wages.
- C. Non-Duty Disability -- ten (10) or more years of credited service.
- D. 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 AFC as defined herein.
- E. Once an Employee has elected to withdraw from Defined Benefit Plan 1, that Employee may not return to Plan 1.

37.03 **Defined Benefit Plan 2**

For Employees who are members of Defined Benefit Plan 2, the detailed provisions of the Wayne County Employees' Retirement System shall control except where changed or amended below. Defined Benefit Plan 2 is unavailable to new members.

- A. The amount of retirement compensation shall equal one percent (1%) per year times AFC 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.
- B. Compensation does not include payouts of sick annual leave or holiday banks unless expressly provided for in this Agreement.
- C. Vesting shall occur after ten (10) years of credited service.
- D. There is no employee contribution.
- E. 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.

F. Duty Disability

1. Eligible Employees in Defined Benefit Plan 2 shall receive a duty -disability retirement benefit which will equal sixty (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.

G. Once an Employee has elected to withdraw from Defined Benefit Plan 2, that Employee may not return to Plan 2.

37.04 Defined Benefit Plan 3

A. Effective October 1, 2015, the amount of normal retirement compensation shall be equal to the sum of one and one-quarter percent (1.25%) of AFC for all years of credited service accrued on or after 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 \$52,155.00 of base wages annually, and seven percent (7%) of base wages exceeding fifty-two thousand, one-hundred and fifty-five dollars \$52,155.00 annually. Employer 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.

37.05

Defined Contribution Plan 4

- 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. Effective beginning December 1, 1997, Employees may contribute 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 (\$30,000.00) annually and must otherwise conform to Internal Revenue Service Rules and Regulations.
- D. Non-Duty Disability -- No Non-Duty disability retirement benefits available.
- E. 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 AFC 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.

- F. Once an Employee has elected to withdraw from Defined Contribution Plan 4, that Employee may not return to Plan 4.

37.06

Hybrid Retirement Plan 5

- A. General Provisions:
 - 1. The Hybrid Retirement Plan 5 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 Internal Revenue Service Rules and Regulations.
 - 3. Once an Employee elects to transfer to the Hybrid Retirement Plan 5 that Employee may not return to their prior retirement plan.

B. Defined Benefit Provisions

1. Average final compensation shall be equal to one and one-quarter (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 (\$52,155.00) of base wages annually, and seven percent (7%) of annual base wages exceeding fifty-two thousand, one-hundred and fifty-five dollars (\$52,155.00). 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 with additional service credit granted from the date of retirement to age sixty (60). The total Hybrid Retirement Plan duty-disability benefit, including that received under Section 37.06 (C)(3) below, shall not exceed sixty percent (60%) of the Employee's AFC 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 AFC at the time of termination. The Employer reserves the right to limit payments from the Wayne County Employees' Retirement System through the use of proceeds from the Employer's Long-Term Disability Plan.
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 eight (8) years of 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.

C. 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 Internal Revenue Service 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)(3) above, shall not exceed sixty percent (60%) of the Employee's AFC as otherwise provided in Defined Benefit Plan 1.

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

Retirement Plan 6

- A. Effective on the date the Wayne County Executive executed the 2008 – 2011 collective bargaining agreement (October 3, 2009), the County of Wayne established a new Retirement Benefit Plan 6 for eligible Employees of record in the bargaining unit as of December 1, 2008.
- B. The defined benefit side multiplier for all years of credited service shall be one and one-quarter (1.25%) of AFC as defined herein for all years of credited service accrued after October 1, 2015.

Employees of record in Hybrid Plan 6 shall contribute six percent (6%) on the first fifty-two thousand, one-hundred and fifty-five dollars (\$52,155.00) of base wages annually, and seven percent (7%) of annual base wages exceeding fifty-two thousand, one-hundred and fifty-five dollars (\$52,155.00). Employee contributions shall apply to fund benefits accrued after the date of October 1, 2015.

- C. Employees shall also be allowed to make contributions to the defined contribution side of Plan 6 with no Employer match, subject to all Internal Revenue Service Rules and Regulations.
- D. Once an Employee elects to transfer to the new Retirement Plan 6, that Employee may not return to their prior retirement plan.
- E. 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 AFC 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.

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 AFC at the time of termination. The Employer reserves the right to limit payments from the Wayne County Employees' Retirement System through the use of proceeds from the Employer's Long-Term Disability Plan.

37.08 Retirement Plan 5/6 Loans

Eligible members with funds in the defined contribution portion of Retirement Plan 5 or Retirement Plan 6 shall have the ability to borrow up to two (2) loans at a time from these funds in accordance with the Rules and Regulations of the Wayne County Employees' Retirement System, Wayne County Retirement Ordinance, and applicable State and Federal law.

37.09 No Retroactive Increase in Accrued Financial Benefits

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

37.10 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.

37.11 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.

37.12 Retiree Life Insurance Benefits

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

37.13 Health Care Savings Program and Trust Fund

- A. Employees hired on or after December 1, 2004, and still employed by the County, shall participate in the Health Care Savings Program and Trust Fund ("Trust") established and administered by the Employer and currently administered by the Municipal Employees' Retirement System (MERS). The Union shall be advised and consulted upon request and shall be provided with reports issued by the Trust.
- B. Employees shall contribute two percent (2%) of their base wage rate each pay period to the Trust. Employee contributions will be made in the form of bi-weekly payroll deduction, as specified in the Wayne County Health and Welfare Benefit Plan and Employees will otherwise be subject to the terms and conditions outlined within this Article.

- C. Employer shall contribute two percent (2%) of a Trust-Qualified Employee's base wage rate to the Trust in accordance with the terms of both the Trust and the Wayne County Health and Welfare Benefit Plan.
- D. Employees with less than twenty (20) years of County Service as of October 1, 2015, and not entitled to the Macdonald healthcare stipend, must participate in the Trust. 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.
- E. All Trust operations, including participation and fund distributions from the Trust, are subject to all applicable IRS Rules and Regulations and Health Care Savings Program Plan documents.

37.14 Changes in Composition of the Wayne County Retirement Commission

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

- A. The chairperson of the Wayne County Commission or their designee.
- B. A trustee chosen by the Wayne County Executive, subject to approval by a majority of the Wayne 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 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 members of the Wayne County Employees' Retirement System Retirement Commission 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. 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 Wayne 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 Agreement if included in the collective bargaining agreements of all unions with participants in the plan.

37.15 Option to Transfer Full Administration of the Retirement System to MERS

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

This language is only effective and otherwise made a part of this Agreement if included in the collective bargaining agreements of all unions with participants in the plan.

ARTICLE 38 -- INSURANCE PROGRAMS AND PRESCRIPTION DRUG COVERAGE

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

38.01 Medical Insurance and Prescription Drug Coverage

- A. During open enrollment, qualified Employees will be eligible to enroll in health plans as offered by the Employer. Appendix H, attached.
- B. Prescription drug coverage will be provided as described in the Plan.
- C. Employees shall be required to contribute twenty percent (20%) of their monthly healthcare illustrative rate or premium.

The contribution rate will be posted on an annual basis.

Contributions shall be paid out of the first two (2) pays of each month. Employees on any type of leave of absence who continue to be enrolled in an Employer-sponsored healthcare plan shall be required to make the contribution in order to maintain enrollment in the plan regardless of the number of hours actually paid or type of time used (e.g., regular, annual, sick, etc.).

- D. 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 or disability leave and is not receiving any form of compensation from the Employer, the payment of the monthly contributions may, at the election of the Employee, be deferred until their return to work. At that time, payment of all monthly contributions shall be made, but no payment shall be more than fifteen percent (15%) of the original obligation. 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.

- E. Spouses who are eligible for primary medical coverage through another employer shall not be eligible for primary coverage through Wayne County.
- F. 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 IRS regulations.
- G. On or after October 1, 2015, 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 pursuant to the MacDonald healthcare eligibility provisions. Appendix G

- H. 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.
- I. Healthcare coverage for eligible dependents will be in accordance with the terms and conditions outlined in the Wayne County Health and Welfare Benefit Plan.
- J. 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.

38.02 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. It is a requirement that all Employees and retirees must provide the Benefits Administration Division of the County of Wayne notification within thirty (30) days of any qualifying life event that would trigger changes in the benefit enrollment including but not limited to, marital, dependent, employment and insurance status.

The Employer will provide only one (1) medical health care benefit option per family. This is applicable even if both spouses work for the County or the Wayne County Circuit Court and/or are covered as a result of the retirement program.

38.03 Optical Program and Vision Insurance

- A. Full-time active Employees have vision insurance coverage for themselves and their eligible dependents.
- B. Vision exams will be covered under the Employee's medical plan once every twenty-four (24) months.
- C. Frames, lenses, or contact lenses will be covered once every twenty-four (24) months under a vision benefit plan at the levels provided in Appendix I

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 1st 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.

38.04 Dental Insurance

Employees may select coverage to be offered by several providers. However, the County will only fund up to the cost of a specified dental coverage for present coverage. Presently, this cost is twenty dollars (\$20). Additional coverage cost will be paid by the Employee. Employer is not required to offer the dental insurance coverage under this Agreement though any specific carrier. Appendix J

38.05 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 sixty (60) days' notice to Employees. 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 sixty (60) days' notice to Employees.

38.06 Life Insurance

The Employer shall pay the full premium for thirty-thousand dollars (\$30,000) 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.

38.07 **Definition of Full-Time Employees**

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

38.08 **Workers' Compensation**

All Employees will be covered by the applicable workers' compensation laws. The Workers' Disability Compensation Act currently provides a mandatory seven (7) day waiting period before compensation payments commence.

Employees on workers' compensation shall receive medical benefits for eighteen (18) months or less of continuous disability, consistent with the terms of Article 38.01(D). Optical, life, end dental insurance benefits shall be continued during this time.

38.09

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

38.10

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%).

38.11

If an Employee has a work-related disability, the Employer may void seniority right to place this individual back to work in an open position meeting their restrictions if the Employee is minimally qualified for the job. The Employee shall be paid at the same rate prior to disability unless the new light-duty position is paid at a higher rate by the bargaining unit contract.

38.12 **Unemployment Insurance**

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

38.13

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

38.14 **Optional Insurance**

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

38.15

The Employee who applies for disability benefits under the County's plan must furnish proof of coverage or a denial of any other disability or no-fault coverage, as well as proof of the amount of benefits received from their supplemental disability or no-fault insurance. Failure to provide this information within thirty (30) days from a request for this information may result in a delay, suspension, or denial of benefits by the County.

38.16 **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 "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.

ARTICLE 39 -- SEVERABILITY CLAUSE

39.01

If any Article or Section of this Agreement, or any Supplements 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 immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, or Supplement.

ARTICLE 40 -- MAINTENANCE OF CONDITIONS

40.01

This Agreement, in addition to the terms and conditions herein expressly set forth, is intended to confirm all other terms and conditions governing the employment of the members of this bargaining unit. Also, unless otherwise provided by law, provisions pertaining to all fringe benefits, including, but not limited to, pensions, hospitalization insurance, life insurance, vacation leave, sick leave, and holidays not changed or otherwise included in this Agreement remain in full force and effect.

ARTICLE 41 -- ENTIRE AGREEMENT

41.01

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

ARTICLE 42 -- DEDUCTION OF OVERPAYMENT

42.01

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

42.02

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.

42.03

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

42.04

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

ARTICLE 43 -- TERMINATION OF AGREEMENT

43.01

This Agreement shall become effective after receipt by the County from the Association of written notice that this Agreement has been ratified by the Association and upon Commission approval.

43.02

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

43.03

This Agreement shall continue in effect for successive yearly periods after September 30, 2027, unless notice is given in writing by either party at least sixty (60) days prior to September 30, 2027 or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement.

43.04

This Agreement supersedes the previous Agreement, which was due to expire on September 30, 2024

ARTICLE 44 -- 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 ("the Act"), 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 the parties' agreement is required by the Act and is otherwise a prohibited subject of bargaining.

The parties have executed this agreement on the date indicated:

FOR THE ASSOCIATION:

David Skillman/pp
Digitally signed by David Skillman/pp
Date: 2024.11.19 10:47:24 -05'00'
David W. Skillman, Association Executive
Government Administrators Association

Date: 11-19-2024

Cassandra McDonald/pp
Digitally signed by Cassandra McDonald/pp
Date: 2024.11.19 10:47:38 -05'00'
Cassandra A. McDonald, President
General Fund Chapter
Government Administrators Association

Date: 11-19-2024


Michael Collin
Digitally signed by Michael Collin
Date: 2024.11.19 10:47:52 -05'00'
Michael Collin, President
Professional Engineers Chapter
Government Administrators Association

Date: 11-19-2024


FOR THE COUNTY:


Donna Wilson, Director
Personnel/Human Resources

Date: 11-19-2024


Gwendolyn A. de Jongh, Director
Labor Relations

Date: 11-19-2024

DocuSigned by:

67B6BB7A1ADD495...
Warren C. Evans, Wayne County Executive
11/26/2024 | 7:17:32 PM EST
Date: _____

APPROVED BY:

Wayne County Commission

Resolution Number: 2024-824

Date: 11-21-2024

APPENDIX A GENERAL FUND CHAPTER POSITIONS

Administrative Dentist	Human Resource Assistant
Administrative Dietician	Human Resource Generalist
Applications Analyst	Human Resource Specialist
Building Maintenance Supervisor	Info Center Analyst
Chief Toxicologist	Juvenile Detention Specialist
Comm. Development Specialist	Supervisor
Comm. Services Supervisor	Librarian 1
Data Base Analyst	Librarian 2
Dentist	Librarian 3
Department Administrator 1	Litigation Technology Specialist
Department Administrator 2	Pathologist Assistant
Department Administrator 3	Physician Assistant
Department Administrator 4	Pumping Station Supervisor
Department Manager 1	Qualitative Specialist 1
Department Manager 2	Qualitative Specialist 2
Department Manager 3	Qualitative Specialist 3
Department Manager 4	Quantitative Specialist 1
Department Manager 5	Quantitative Specialist 2
Department Manager 6	Quantitative Specialist 3
Department Manager 7	Senior Audiometric Technician
Department Supervisor 1	Senior Chemist
Department Supervisor 2	Senior Psychologist
Department Supervisor 3	Services Worker Supervisor
Department Supervisor 4	Senior Human Resource Specialist
Department Supervisor 5	Senior Personnel Officer
Department Supervisor 6	Senior Pharmacist Stores Manager
Department Supervisor 7	Supervisor of Accounting
Food Service Manager	Supervisor of Auditing
Foreman	Supervisor of Computer Operations
Human Resource Analyst	Supervisor of Finance
	Supervisor of Tax Accounting

*Job titles in the Appendix are subject to change pending continued collaborative negotiations.

APPENDIX B

ENGINEERS CHAPTER POSITIONS*

Non-Supervisory Engineers

Engineer 1

Engineer 2

Engineer 3

Plant Engineering Analyst

Supervisory Engineers

Engineer 4

Engineer 5

Engineer 6

Engineer 7

*Job titles in this Appendix are subject to change pending continued collaborative negotiations.

APPENDIX C ENTRY LEVEL POSITIONS*

The following shall be designated as entry level positions:

Administrative Dietician
Senior Audiometric Technician
Senior Chemist
Dentist
Department Manager 1 /Canine
Department Supervisor 1
Department Supervisor 1/Activity Therapy
Department Supervisor 1/Food Service
Department Supervisor 1/Jail Services
Department Supervisor 1/Medical Records
Department Supervisor 1/Nursing Office
Department Supervisor 1/Recreation
Department Supervisor 1 /Special Operations
Department Supervisor 1/Storekeeper
Department Supervisor 1/Victim Rights
Engineer 1
Engineer 1 /Environmentalist
Foreman
Human Resource Assistant
Human Resource Specialist
Human Resource Analyst
Juvenile Detention Specialist Supervisor
Librarian 1
Litigation Technology Specialist
Pathologist Assistant
Personnel Officer
Physician Assistant
Qualitation Specialist 1
Senior Psychologist
Pumping Station Supervisor
Recreation Supervisor
Service Worker Supervisor
Telephone Services Analyst

*Job titles in this Appendix are subject to change pending continued collaborative negotiations.

APPENDIX D*

EXECUTIVE SERVICE POSITIONS

Employees in the GAA Executive Service are appointed and are not subject to competitive examination. Accordingly, entry-level restrictions do not apply. Compensation and benefits for Executive Service positions as reviewed and adjusted through the Executive Compensation Program. The GAA Executive Service shall include the following classes:

Assistant Division Director
 Assistant Division Director-Administration-CFS
 Assistant Division Director-Administration-DOE
 Assistant Division Director-Administration-DPS
 Assistant Division Director-Adult Services-CFS
 Assistant Division Director-A&E-M&B
 Assistant Division Director-Budget M&B
 Assistant Division Director-Buildings-DPS
 Assistant Division Director-Business Development-END
 Assistant Division Director-Cash Management-M&B
 Assistant Division Director-Community Development-END
 Assistant Division Director-Community Mental Health-HHS
 Assistant Division Director-Computer Applications-DOT
 Assistant Division Director-Computer Operations-DOT
 Assistant Division Director-Engineering-DPS
 Assistant Division Director-Environment Finance-M&B
 Assistant Division Director-Equipment-DPS
 Assistant Division Director-Finance & Accounting-M&B
 Assistant Division Director-Grants & Contracts-M&B
 Assistant Division Director-HIPAA, Privacy and Security- HHS
 Assistant Division Director-Housing-END
 Assistant Division Director-Human Relations-Corporation Counsel
 Assistant Division Director-Imaging & Office Technology-M&B
 Assistant Division Director-Integrated Services-DOT
 Assistant Division Director-Jail Health Services-HHS
 Assistant Division Director-Job Training-END
 Assistant Division Director-Juvenile Detention-CFS
 Assistant Division Director-Juvenile Services-CFS
 Assistant Division Director-Land Resource Management-DOE
 Assistant Division Director-Marketing and Communications-END
 Assistant Division Director-Mental Health Finance-M&B
 Assistant Division Director-Parks-DPS
 Assistant Division Director-Parks-Enterprise Operations-DPS
 Assistant Division Director-PCMS-HHS
 Assistant Division Director-Planning-END
 Assistant Division Director-Public Services Finance-M&B

Assistant Division Director-Public Works-DOE
Assistant Division Director-Purchasing-M&B
Assistant Division Director-Risk Management-M&B
Assistant Division Director-Roads-DPS
Deputy Health Officer
Department Executive 1
Department Executive 2
Department Executive 3
Department Executive 4
Department Executive 5
Department Executive 6
Department Executive 7
Department Executive 8
Department Executive 9
Engineering Executive

*Job titles in this Appendix are subject to change pending continued collaborative negotiations

APPENDIX E



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 Administrator's 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 F

MEMORANDUM OF AGREEMENT
Between
WAYNE COUNTY
And
GOVERNMENT ADMINISTRATORS ASSOCIATION (GAA)
Regarding
ARTICLE 36 – ECONOMIC IMPROVEMENTS

WHEREAS Wayne County (the “County” or “Employer”) and GAA-General Fund (the “Association”) are parties to a collective bargaining agreement (CBA) that was extended through October 31, 2024.

WHEREAS the parties agreed to open the CBA and engage in collaborative bargaining;

WHEREAS as a part of the collaborative bargaining process, a comprehensive review and restructuring of all GAA classifications, and corresponding market analyses for the restructured classifications structure is planned;

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

1. The parties agree upon the importance of career path progression and competitive wages to attract and retain a qualified workforce.
2. The parties have tentatively agreed that as of October 1, 2023, Employees (other than those Employees referenced in paragraph 3 below) shall either receive a five percent (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 unless mutually agreed upon by the parties.
3. The parties have tentatively agreed that Employees who manage members of AFSCME-Non-Supervisors bargaining unit will receive a salary increase equal to five percent (5%) of the minimum salary for the highest level AFSCME Non-Supervisors classification that the Employee manages or five percent (5%) of their current salary, whichever is greater.
4. The parties agree to form a designated workgroup consisting of up to six (6) participants, including three (3) GAA members and/or representatives, to develop a new recommended classifications structure by January 31, 2025. The new structure will determine which classifications and/or positions fit within the structure and identify which positions, including incumbent positions, require managing people and which positions manage programs and/or projects without managing people.
5. The workgroup will convene its first meeting by November 15, 2024 and establish a meeting schedule and quarterly milestones.
6. The workgroup will present its final recommendations, including market analyses results to consider for establishing minimum salaries for the new classifications structure no later than May 31, 2025.

Government Administrators Association
 General Fund
 Article 36 – Economic Improvements – MOA (REVISED)
 November 4, 2024
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7. Notwithstanding the above, the new minimum salary for the following classifications shall be established as follows:

Series Name	Series Classification	Minimum Salary
Procurement (GAA)	Procurement Manager	\$80,500
Procurement (GAA)	Procurement Compliance Manager	\$80,500
Procurement (GAA)	Procurement Administrator	\$88,500

8. The new salaries for the Procurement series listed above are effective October 1, 2024, and hereby incorporated in the County Graded Salary Plan.
9. This Memorandum of Agreement (“Agreement”) is made without prejudice or limitations as to any of Management’s rights regarding the operational needs of the County.
10. 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.
11. This Agreement has no effect on any terms of the CBA, other than those that are explicitly stated herein.
12. This Agreement will become effective and enforceable upon the date that it is fully executed by all parties, except that any increases to Employees’ base wage rates that are the result of this Agreement shall be effective on the first day of the second pay period following the full execution by the parties.
13. This document may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.
14. This document represents the entirety of the agreement between 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 ASSOCIATION:

David

Skillman/pp

Digitally signed by David
 Skillman/pp
 Date: 2024.11.19
 10:49:23 -05'00'

David W. Skillman, Association Executive
 Government Administrators Association

Date: 11-19-2024

FOR THE COUNTY:



Donna Wilson, Director
 Personnel/Human Resources

Date: 11-19-2024

Government Administrators Association
General Fund
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Page 3

Cassandra
McDonald/pp

Digitally signed by
Cassandra McDonald/pp
Date: 2024.11.19
10:49:09 -05'00'

Cassandra A. McDonald, President
General Fund Chapter
Government Administrators Association

Date: 11/19/2024

Michael
Collin

Digitally signed by
Michael Collin
Date: 2024.11.19
10:48:50 -05'00'

Michael Collin, President
Professional Engineers Chapter
Government Administrators Association

Date: 11/19/2024



Gwendolyn A. de Jongh, Director
Labor Relations

Date: 11-19-2024

APPENDIX G

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 H

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
Plan Type		HDHP / PPO	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
Two-person coverage		\$345.86	\$216.86	\$181.94
Family coverage		\$432.33	\$271.22	\$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	~ Custom Select Formulary	~ Custom Formulary	~ Custom Select Formulary
	~ \$500 per member per year covered at 100% for preventive drugs (as defined by insurance carrier)	~ Mandatory generic	~ Mandatory generic	~ Mandatory generic
	~ Mandatory generic	~ Step Therapy	~ Step Therapy	~ Step Therapy
	~ Step Therapy	~ 90-day retail program	~ 90-day retail program	~ 90-day retail program
	~ 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 \$4,600 for a family contract (2 or more members) each calendar year	\$2,300 for a one-person contract \$4,600 for a family contract (2 or more members) each calendar year	\$2,300 for a one-person contract \$4,600 for a family contract (2 or more members) each calendar year	\$2,300 for a one-person contract \$4,600 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 I

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 J

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

**between
WAYNE COUNTY
and
GOVERNMENT ADMINISTRATORS ASSOCIATION
regarding
ARTICLE 13 – APPOINTMENTS AND PROMOTIONS**

WHEREAS the current collective bargaining agreement (CBA) between Government Administrators Association (GAA or the Association) and Wayne County (the County or the Employer) collectively “the Parties” contains a provision for Executive Service Group in Article 13, Section 13.08;

WHEREAS the Parties have discussed the utilization of the Executive Service Group;

WHEREAS the Parties are still gathering the details of the issues and addressing the concerns related to the Executive Service Group, reaching an agreed change at this time would unnecessarily prolong the current negotiations;

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

1. The Parties will continue to review the use of the Executive Service Group, including the number of assignments.
2. The Parties recognize the Executive Service Group is utilized by Executive Departments and Elected Offices of the County.
3. The Parties have committed to engage in discussions by January 1, 2025.
4. This Agreement is made without prejudice or limitations as to any of Management’s rights regarding the operational needs of the County.
5. 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.
6. This document represents the entirety of the agreement between 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.

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MEMORANDUM OF AGREEMENT
between
WAYNE COUNTY
and
GOVERNMENT ADMINISTRATORS ASSOCIATION
regarding
ARTICLE 13 – APPOINTMENTS AND PROMOTIONS

For the Association:

David Skillman/pp Digitally signed by David Skillman/pp
Date: 2024.11.19 10:50:16 -05'00'

David Skillman
Association Executive

11-19-2024

Date

Cassandra McDonald/pp Digitally signed by Cassandra McDonald/pp
Date: 2024.11.19 10:50:41 -05'00'

Cassandra A. McDonald
President
GAA – General Fund Chapter

11-19-2024

Date

Michael Collin Digitally signed by Michael Collin
Date: 2024.11.19 10:50:57 -05'00'

Michael Collin
President
GAA –Professional Engineers
Chapter

11-19-2024

Date

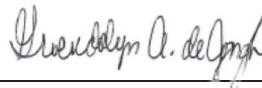
For the County:



Donna A. Wilson
Director
Personnel/Human Resources Department

11-19-2024

Date



Gwendolyn A. de Jongh
Division Director
Labor Relations and Dispute Resolution

11-19-2024

Date

APPENDIX L

MEMORANDUM OF AGREEMENT
between
WAYNE COUNTY
and
GOVERNMENT ADMINISTRATORS ASSOCIATION (GAA)
regarding
ARTICLE 36 - ECONOMIC IMPROVEMENTS

WHEREAS Wayne County (the "County" or "Employer") and GAA-General Fund (the Union) are parties to a collective bargaining agreement (CBA) which presently expires on September 30, 2027;

WHEREAS during the most recent negotiations the parties wish to amend the CBA to include a Recruitment and Retention Incentive for Employees assigned to the Juvenile Detention Facility (JDF);

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

1. Employees in the classifications assigned to and working at the JDF shall receive a Recruitment and Retention Incentive premium in the amount of thirty-five percent (35%) of their base salary.
2. Employees assigned to and working at the JDF are not eligible for any retro-increase and/or payment provided under Article 36 – Economic Improvements.
3. Employees will receive the two-and-a-half (2.5%) pay increase effective October 1, 2024 and subsequent general wage increases.
4. This incentive premium shall be paid only while Employees are assigned to and working at the JDF and will cease immediately upon leaving such assignment, whether voluntarily or due to operational needs.
5. Payment of the incentive premium shall be on a per-pay period basis while the Employee is working at the JDF and during the term of the current CBA (10/1/2024 – 9/30/2027). For purposes of illustration only, an Employee with a base hourly rate of pay of \$10/hour shall receive a \$3.50/hour incentive premium while working at the JDF.
6. For Employees working at the JDF for less than a full pay period, the incentive premium shall be calculated and paid based solely on the wages earned during the time working at the JDF. For example, an Employee assigned to and working at the JDF for one 12-hour shift in a pay period shall receive the incentive premium for 12 hours of work. The remaining 68 hours of work during that pay period shall not include the incentive premium.

MEMORANDUM OF AGREEMENT
between
WAYNE COUNTY
and
GOVERNMENT ADMINISTRATORS ASSOCIATION (GAA)
regarding

ARTICLE 36 - ECONOMIC IMPROVEMENTS

7. Any potential overtime rates shall be calculated based upon the location of the overtime worked. In the event of overtime worked at the JDF, the overtime rate shall be calculated based upon the Employees' base hourly rate + 35% incentive premium. Using the example in the previous paragraph, overtime at the JDF for an Employee making a \$10/hour base salary shall be calculated as follows: (\$10 base + \$3.50 shift premium) x 1.5 = \$20.25 overtime hourly rate.
8. This Agreement is made without prejudice or limitations as to any of the Employer's rights regarding the operational needs of the County.
9. This Agreement will become effective and enforceable upon approval by the Wayne County Commission.
10. 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.
11. 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:

David Skillman/pp Digitally signed by David Skillman/pp
Date: 2024.11.19 10:51:39 -05'00'

David W. Skillman
Association Executive

Date: 11-19-2024

Cassandra McDonald/pp Digitally signed by Cassandra McDonald/pp
Date: 2024.11.19 10:51:57 -05'00'

Cassandra A. McDonald
President
GAA General Fund Chapter

Date: 11-19-2024

Michael Collin Digitally signed by Michael Collin
Date: 2024.11.19 10:52:11 -05'00'

Michael Collin
President
GAA Professional Engineers Chapter

Date: 11-19-2024

For the County:

Donna Wilson, Director
Personnel/Human Resources

Date: 11-09-2024

Gwendolyn A. de Jongh, Director
Labor Relations

Date: 11-19-2024

APPENDIX M

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 1st 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

RESOLUTION

No. 2024-824

By Commissioner Bell

RESOLVED, by the Wayne County Commission this 21st day of November, 2024 that approval be, and is hereby, granted authorizing a collective bargaining agreement between the Charter County of Wayne and the Government Administrators Association, General Fund and Professional Engineers Chapters, as recommended by the Chief Executive Officer; and be it further

RESOLVED, that the term of the agreement is from October 1, 2024 through September 30, 2027, or for successive yearly periods after that unless notice is given in writing by either party at least 60 days prior to September 30, 2027, or any anniversary date thereafter, of its desire to modify, amend or terminate the agreement; 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]

(2025-43-004)