

COLLECTIVE BARGAINING AGREEMENT

Between

WELLPATH, LLC

- and -

**The Government Administrators Association, The GAA
Affiliated Chapter Wayne County Correctional Medical
Chapter – Unit I & Unit II**

**FOR THE TERM ENDING:
December 31, 2021**

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ARTICLE 1 - AGREEMENT

1.01

This agreement is entered into between the Correct Care Solutions, LLC, (hereinafter referred to as the "Employer"), and The Government Administrators Association, and its affiliated chapter, the GAA Wayne County Correctional Medical Chapter – Unit I & Unit II (hereinafter referred to as the Association ").

ARTICLE 2 - PURPOSE AND INTENT

2.01

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

2.02

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

2.03

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

2.04

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

ARTICLE 3 - RECOGNITION

3.01

Pursuant to and in accordance with all applicable provisions of the National Labor Relations Act, the Employer recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as defined by the terms of this Agreement for those employees employed at Wayne County Jail Medical operations at the Wayne County (Michigan) correctional facilities included in the designated bargaining unit. If correctional facilities are merged in the future or moved from their current locations, the parties will meet to negotiate the placement of bargaining unit members.

3.02

The bargaining unit shall consist of all full-time employees and regular part-time employees (i.e., whose regular schedules are to work at least 12 hours per week) of the Employer holding positions in the following classifications at Wayne County Correctional Facilities:

- All employees working in a Registered Nurse positions including:
 - Registered Nurses
 - Charge Registered Nurses
 - CQI Registered Nurses
 - Utilization Review Registered Nurses
 - Education/Training Registered Nurses
 - Contingent Registered Nurses/(PRN)
- Nurse Practitioners / Psychiatric Nurse Practitioners
- Dentists
- Physician Assistants
- Coordinator of Medical Records

New classes may be added by agreement between the parties. Bargaining unit positions shall not be re-titled for the purpose of removing same from the bargaining unit without prior agreement between the Employer and the Association.

Contingent employees shall be represented by the Association and shall pay part-time dues. Contingent employees shall only be used to temporarily fill in for permanent employees who are off work due to vacation, sick, or other leave of absence.

Agency nurses will only be utilized when a bargaining unit member is not available to work a shift including on an overtime basis.

The Employer agrees it will not subcontract out work normally performed by bargaining unit employees in a bargaining unit classification with the intent of eroding the bargaining unit.

ARTICLE 4 - AID TO OTHER ORGANIZATIONS

4.01

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

4.02

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

ARTICLE 5 – NOTIFICATION OF NEW HIRES

5.01

On the first day of each month, the Employer shall furnish the Association with the name, department, classification, work location and the date of hire of each new employee hired in a designated bargaining unit classification the previous month.

5.02

Association representatives shall be given the opportunity to meet with new hires in conjunction with the Employer's new hire orientation.

ARTICLE 6 - PAYMENT OF ASSOCIATION DUES

6.01

The Employer agrees to deduct Association membership dues, special purpose contributions, initiation fees or any other fees levied in accordance with the Constitution and By-laws of the Association, from the pay of each employee who executes or has executed an "Authorization for Association Deduction" form as provided by the Association. Such dues or fees must be tendered by payroll deduction. An employee's written authorization for Association dues deduction and/or initiation fees will remain in full force and effect unless revoked by written notice, executed by the employee, to both the Employer and the Association consistent with the dues deduction authorization form which the employee had executed, irrespective of Union membership.

6.02

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

6.03

Deductions for each calendar month shall be remitted to the Association, within fifteen (15) days after the date of deduction, with a listing of employees for whom said deductions were made. This information may also be transmitted electronically to Association.

6.04

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

ARTICLE 7 - MANAGEMENT RIGHTS

7.01

The Association recognizes that the Employer retains the sole right and shall have a free hand to manage and operate the various departments in which the employees represented by the Association are employed, including, but not limited to, the sole right to decide the number and assignment of employees; to maintain order and efficiency; to make rules of conduct for employees; to hire, lay off, discipline, discharge, assign, transfer and promote employees; and to determine the starting and quitting time and the number of hours in each day to be worked, subject only to the terms and conditions of this Agreement.

ARTICLE 8 – SERVICE CONTRACT PROCEDURES AND OBLIGATIONS

8.01

The parties recognize that they are providing a service to the Wayne County Government. Therefore, the terms of this agreement are subject to the directives of the County, and, except as provided herein, there shall be no recourse against the Employer with regard to its actions taken to comply with those directives. In the event a directive necessitates a deviation from the obligations or procedures contained in this Agreement, the Association may request that the parties hereto meet and confer with regard to the effects, if any, of the deviation necessitated by the County's directive. A copy of a written directive covered by this provision shall be provided to the Association upon request.

8.02

A copy of any notice of removal made by the County with respect to an employee shall also be provided to the Association. In the event the County makes such a request resulting in the employee's removal from working under the Employer's contract with the County, the employee shall have the right to submit a written rebuttal or appeal thereto.

8.03

Notwithstanding any provision of this Agreement, to the extent the County requires compliance with specific procedures (e.g., security clearances, medical examinations, and background checks, uniforms/appearance standards, staffing determinations, assignments, work rules, etc.), the Employer will comply with those requirements without recourse by the Association or any employees against the Employer or the County except that the Employer and the Association agree that either party can request in writing to open discussions within thirty (30) days in reference to the impact of any such requirements. The Employer will provide the Association with written notice of changes to specific procedures required by Wayne County with appropriate documentation such as contract amendments that impact the Association. If uniforms are mandated by the Employer, uniform stipends will be an appropriate subject of bargaining.

ARTICLE 9 - REPRESENTATION

9.01

Area Representatives

It is mutually agreed that for the purpose of operating under this Agreement, employees shall be entitled to representation by six (6) designated Area Representatives. All Area Representatives shall be employees of the bargaining unit.

An Area Representative will be assigned to each facility and each shift. For the purposes of this provision, Jail Division 1 & 2 shall be considered one facility and Jail Division 3 as one facility.

9.02

The Association shall maintain a current list of Area Representatives and shall furnish the Employer or appropriate management representative with a copy of same. In the event the work assignment of an Area Representative shall be changed to another jail facility, the Area Representative shall be replaced by an Area Representative selected by the Association from that jail facility as herein provided; however to preserve continuity of representation, the Employer will first make a good faith effort to transfer qualified staff not designated as an Area Representative. The Association shall give notice in writing to the Employer or the appropriate management representative of such replacement not less than forty-eight (48) hours prior to the steward assuming his or her duties.

The Employer shall furnish the Association with a list of management representatives for each designated area.

9.03

Area Representatives, during their work hours, without loss of time or pay, may investigate reported grievances within their jail facility and present said grievances to the Employer or the appropriate management representative. Unless mutually agreed, any time utilized by the Area Representative in the investigation and presentation of grievances shall not result in overtime. Before entering upon such Association business, Area Representatives shall give notice to and receive approval from the Area Representative's supervisor. Approval for release from their work assignment for this purpose, for such time as may be necessary, must be obtained in advance, and shall not be unreasonably withheld. Any alleged abuse by either party shall be a proper subject for a Special Conference as provided by this agreement.

9.04

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

9.05

Area Representatives and those union officers involved in the grievance procedure including the Association President, if an employee of the employer, Chapter President, Vice President and Secretary, shall be retained in their work areas for representation purposes during layoffs, regardless of seniority, as long as there is work to be performed within their classification.

9.06

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

9.07 **President**

The Association President, Chapter President or Chapter Vice-President if the Chapter President is absent due to vacation or sick leave, may request and be granted time off without loss of pay to present grievances or otherwise represent members involving the interpretation or application of this Agreement to Employer or appropriate management representative as outlined in the grievance procedure. The Chapter President may participate in the grievance procedure at any level of the grievance procedure.

9.08

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

9.09

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

9.10 **Bargaining Committee**

The Employer will recognize a collective bargaining committee of representatives covered by this Agreement. The actual number of the Association bargaining committee members shall be fixed by mutual agreement based upon the make-up of the bargaining unit, but shall include no more than four (4) employees. If a bargaining session requires an employee to miss a shift of work, the employee will be paid for all hours of work missed due to negotiations.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise, and to provide recourse to orderly procedures for the satisfactory adjustment of complaints. In the event differences should arise between the Employer and the Association as to the interpretation and application of any of the provisions in this agreement, the parties shall act in good faith to promptly resolve such differences in accordance with the following procedure.

10.02 Definitions

- A. A "grievance" shall mean a complaint by an employee, in the bargaining unit or the Association that there has been a violation or misinterpretation of any of the provisions of this Agreement.
- B. "Days", for the purpose of this Article, shall mean weekdays (i.e., Monday through Friday), excluding any weekdays observed by the Employer or the County of Wayne as a holiday.
- C. "Required Participant" means any employee whose presence at a grievance meeting has been determined necessary by the Employer or the Association.
- D. "Association Representative" means any Association designated representative.

10.03 Association Representation

- A. Both the employee and the Area representative shall be notified of any grievance meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Area representative, and any decision mutually agreed to by the employer and the Association shall be binding on the employee.
- B. An Area or Association Representative shall be present at any meeting called for the resolution of grievances.
- C. If a grievance meeting is held during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at a grievance meeting outside of regular working hours shall not be deemed as time worked.

10.04 Procedures

Grievances shall be presented and adjusted in the following matter:

10.05 Informal Discussion

- A. An employee with an Area or Association Representative or a Representative acting alone, but on behalf of the employee, may within ten (10) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his or her immediate supervisor who has the authority to adjust the grievance, for informal discussion.
- B. If the grievance is not resolved by such informal discussion, the Area or Association Representative shall, within ten (10) days after the date of that discussion, submit a formal written grievance at Step 1 of this procedure.

10.06 Step 1 – Initial Grievance Handling

The Grievance will be presented in writing to the Employer's Health Service Administrator within ten (10) days of the occurrence resulting in the Grievance. The Health Service Administrator (or designee) will meet with grievant, and the Association representative(s) to discuss resolution of the Grievance within ten (10) days. All parties directly involved with the

grievance including witnesses may attend this meeting. The written grievance shall detail the date of the alleged violation, the sections of this Agreement at issue in the grievance, and the relief sought. The grievant and/or the Area or Association Representative shall be given a reasonable time, during work hours, to prepare the written grievance. The Health Service Administrator (or designee) will answer the Grievance in writing no later than 5 days after meeting with the grievant and the Association.

10.07 Step 2 – Grievance Meetings

Any Grievance not resolved at Step 1 shall be submitted in writing to the Employer’s Regional Vice President of Operations (or designee) within ten (10) days of the date the Health Services Administrator’s answer was received. If either party requests, a telephone conference shall be held. The Regional Vice President of Operations (or designee) will answer a Grievance in writing within ten (10) days after the grievance is presented in accordance with this section.

10.08 Step 3 – Formal Submission

Any Grievance not resolved at Step 2 shall be submitted in writing to the Employer’s Director of Compliance and Employee Relations (or designee) within ten (10) days of the Regional Vice President of Operations’ decision. If either party requests, a telephone conference will be held. The Director of Compliance and Employee Relations (or designee) will answer the grievance within ten (10) days.

10.09 Step 4 – Arbitration

Except as limited below, any grievance arising during the term of this Agreement not resolved at Step 3 may be submitted to arbitration by the Employer or the Association submitting a written request therefor to the other party within thirty (30) days after the completion of Step 3.

- a. Only the Association (i.e., no individual grievant) may move a grievance to Step 4.
- b. No grievance regarding a dispute as to the interpretation of the Employer's contract(s) with the County of Wayne shall be processed to Step 4 since those matters are not arbitrable, nor shall the discipline or termination of a probationary employee or any other matters specified in this Agreement as not being grievable be within the arbitrator's jurisdiction.
- c. Within thirty (30) calendar days after the execution of the Agreement, the parties shall agree on a panel of four (4) arbitrators using the following procedure:
 1. Each party will provide the names of four arbitrators, for a total of eight arbitrators.
 2. Of these eight arbitrators, the parties will alternately strike names until a panel of four arbitrators remains.
 3. The Employer’s representative and the Association’s representative will flip a coin to determine who has the first strike. The person who wins the flip will determine who goes first.

4. The panel of four arbitrators will be used throughout the term of the collective bargaining agreement, unless a party decides to replace an arbitrator and a replacement is agreed upon.
 5. The parties may select a new panel if the initially selected panel is not available within a reasonable time to schedule hearings.
- d. Arbitration shall be invoked by written notice from the Association to the Employer of its intention to arbitrate. Such notice shall be given within thirty (30) calendar days of receipt of the Step 3 answer.
 - e. The parties shall send letters, or by electronic transmission, contact each of the four (4) arbitrators. The arbitrator with the earliest hearing date will be selected.
 - f. The parties may agree on a new panel if the initially selected panel is not available within a reasonable time.
 - g. 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.
 - h. The arbitrator shall have no authority to amend, alter or modify this Agreement.
 - i. The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union Association, its members, the employee or employees involved and on the Employer. Any award of back compensation shall be limited to the amount of wages and other benefits excluding overtime that the employee otherwise would have earned, less any compensation received for employment or unemployment compensation obtained subsequent to removal from the payroll of the Employer. However, in the event that the subject of the grievance involves overtime the above language regarding overtime shall not apply.
 - j. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Association.

10.10 General Rules

- a. 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.
- b. Time limits may be extended or waived only by mutual agreement of the parties in writing.
- c. All class action Grievances must be submitted to the Director of Compliance

and Employee Relations within ten 10 days of the action resulting in the Grievance. The Grievance shall define the class, define the individuals in the class, and provide all pertinent details of the Grievance. The Director of Compliance and Employee Relations will have 10 days to gather information, hold meetings with authorized Association representatives, and respond back to the Association in writing.

ARTICLE 11 - DISCIPLINARY PROCEDURE

11.01

Non-probationary employees shall not be subject to any form of discipline except for just cause.

11.02

When it is determined that a disciplinary matter requires an investigation, a hearing with the employee and an Area or Association Representative shall be formally opened and then suspended for investigation. The Association will be notified at the time the case is suspended when the disciplinary hearing shall take place. This notice will allow the Association to do its investigation into the matter before discipline is issued. Any investigatory meeting that may result in discipline, shall not be held without an Area or Association Representative present. Notwithstanding the above, should an employee choose to decline Association representation during an investigation, the employee must do so in writing.

11.03

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

11.04

An Area Representative or Association representative shall be present at the time disciplinary action is imposed and shall represent the employee at all levels of disciplinary proceedings. Should an employee choose to decline Association representation during the disciplinary procedure, the employee must do so in writing. In accordance with Section 11.08, disciplines shall be issued in a timely manner in order to provide employees an opportunity to correct their behavior.

11.05

If the Association determines to appeal any disciplinary action, it shall file a grievance in accordance with Article 10. All disciplinary actions shall be subject to the grievance procedure. However, verbal and first written warnings may only be grieved up to Step 3, which will be the final step. To maintain employment, each Employee must retain security clearance from Wayne County. Any loss in security clearance will result in an employee being placed on unpaid administrative leave for up to 30 business days. A written copy of the Wayne County's security clearance policy and any subsequent amendments shall be provided to the Association.

11.06

At the time of discipline, all incident and other investigatory reports then available shall be included with the disciplinary papers when served, with copies to be furnished to the Association. Upon mutual agreement, statements provided by other employees related to an incident shall be redacted.

11.07

Disciplinary action may be imposed upon an employee for failure to fulfill the employee's job responsibilities or for improper conduct while on the job, or for off the job conduct, which is tied to his or her employment, that tends to bring the Employer into public disrepute.

11.08

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

1. Verbal Warning
2. First Written Warning
3. Final Written Warning with manager option up to a three (3) day suspension
4. Termination

11.09

Nothing in this section shall prevent the Employer from taking appropriate disciplinary action should it be required by the circumstances, with proper notice to the Association at the time such immediate action is taken without regard to progressive discipline, when the offense is deemed to be serious in nature.

11.10

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

11.11

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

11.12

There shall be one official personnel file. Upon request, an employee's official personnel file may be reviewed every four (4) months. Files must be reviewed in the presence of an Employer Representative. Such request shall be complied with within five (5) calendar days.

11.13

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

11.14

When initiating a disciplinary action on a current charge, the Employer shall not take into consideration any prior discipline if the employee has had twelve (12) months of actual service from the date of the prior discipline.

11.15

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

11.16

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

ARTICLE 12 - SPECIAL CONFERENCES

12.01

Special conferences will be arranged between the Association and the Employer upon the written request of either party. Special conferences shall be held within fourteen (14) business days after the request is made. An agenda of the matters to be taken up at the meeting, together with the names of the conferees representing the requesting party, shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Such conferences shall, to the extent possible, be held during regular work hours.

12.02

Association members shall not lose pay for the time spent in such special conferences, and no additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours. A representative of the Government Administrators Association may attend the special conferences. Matters of a grievable nature, if not resolved in conference, shall be moved to the appropriate step of the grievance procedure, such step being agreed to in writing by the conferees. Should the President be absent on approved leave, the Vice President may assume the responsibilities contained herein.

ARTICLE 13 - STRIKES AND LOCKOUTS

13.01 **No Strike – No Lockout**

During the term of this Agreement or immediate extension thereof, 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, sick out or any other interference with the conduct of the

business of the Employer.

13.02

The Employer agrees that there shall be no lockouts during the term of this Agreement or immediate extension thereof. However, nothing in this Agreement shall be deemed to prohibit the closing of all or part of the Employer's operations.

13.03

The Association agrees that in the event of a strike, stoppage of work, sit down or slow down by Wayne County or other CCS employees, the members of the Association will work as assigned by the Employer to continue the functions of Jail Health Services, providing that bargaining unit members are not required to place themselves in physical danger in order to cross a picket line. Where such danger may exist, employees are to contact their immediate supervisor for assistance.

ARTICLE 14 - PROBATIONARY EMPLOYEES (NEW HIRES)

14.01

New employees (other than those who worked for the County in a Unit represented by the Association as of December 31, 2016 and have a date of hire with the Employer of January 1, 2017) shall be considered as "Probationary Employees" for the first 520 straight time hours of work. With the mutual agreement of the Association and the Employer, an Employee's probationary period may be extended for up to 520 straight time hours of work. Periods of absence from work shall not be counted toward completion of the probation period.

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

14.02

The Association shall represent probationary employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, except no matter concerning the discipline, layoff, or termination of an employee who has not gained regular status in any-position shall be subject to the grievance procedure.

ARTICLE 15 - SENIORITY

15.01 Accrual

An Employee's seniority will commence after the completion of the Probationary Period and will be retroactive to the date of last hire or transfer into a position covered by this Agreement. Notwithstanding the above, former County employees transitioning to the Employer's employment on January 1, 2017 shall, have their most recent County seniority date under that agreement apply to their employment by the Employer. Any bargaining unit employee who promotes or transfers to a non-bargaining unit position and is later returned to the bargaining unit, shall be credited with all seniority as if he/she never left the bargaining unit.

15.02 Loss of Seniority

Seniority shall be lost and the Employee will be discharged on the occurrence of any of the following events:

- a. The Employee voluntarily quits, or resigns;
- b. The Employee retires;
- c. The Employee is discharged for just cause and the separation is not reversed through the grievance procedure;
- d. The Employee fails to return to work within 3 calendar days at the expiration of a Leave without giving a satisfactory reason for failure to return to work;
- e. The Employee is laid off for a period exceeding 24 consecutive months;
- f. The Employee fails to respond from recall from a layoff within 14 calendar days after written notice has been sent by the Employer via United States Postal Service Certified Mail (return receipt requested) to the Employee at the Employee's last known address unless there is a satisfactory reason for the failure to respond;
- g. The Employee is absent from work for 3 consecutive working days without notifying the Employer, unless the Employee can provide a satisfactory reason for the inability to provide notice; or
- h. The Employer ceases operations at the Wayne County Jail.

15.03

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

15.04 Application

Company Seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

Bargaining Unit Seniority – Except for benefits as specified above including the computation of retirement, annual leave and sick leave, the seniority date of each bargaining unit member shall be determined by the employee's date of entry into the bargaining unit. Bargaining unit seniority shall be used for the purposes of Layoffs, Displacements and Recall (Sections 15.07 and 15.08), Promotions & Transfers (15.09), Job and Shift preference (Section 15.11) and Vacation Scheduling (Section 20.04).

15.05

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

15.06

The Employer shall provide a list of bargaining unit employees upon the effective date of this Agreement which will show names, job titles and seniority dates. The Association shall be furnished up-to-date copies of seniority and salary lists monthly. Any suspected errors shall be submitted to CCS within sixty (60) calendar days, and CCS shall answer within fourteen (14) calendar days.

15.07 Layoffs & Displacements

In the event the Employer determines that layoff is necessary. Probationary Employees in the classification affected by the layoff will be laid off first.

Following the layoff of Probationary Employees, if applicable, non-probationary employees at the facility in the classification at the facility affected by the layoff will be displaced or laid off in the reverse order of their bargaining unit seniority in the following manner:

1. Employees will be displaced to a vacant position in the same classification or a vacant position in a class on the same level for which the employee is qualified based on previous regular status in the classification or meeting the qualifications listed on the most recent announcement for the class.
2. Displacement to a position in the same classification or a class on the same level for which the employee is qualified in which event the least senior employee in that classification shall be displaced or laid off.
3. Displacement to a vacant position in the next lower class level for which the employee is qualified.
4. Displacement to a position held by the least senior employee in the next level for which the employee is qualified in which event the least senior employee in that classification shall be displaced or laid off.

If a regular part-time or Contingent (PRN) employee has greater seniority than a full-time employee in the same classification who is laid off, the part-time employee or Contingent (PRN) must be willing to accept full-time employment to continue working. For purposes of this section, an employee working 30 or more hours per week will be considered full-time, but may be required to accept a 40 hour per week job in order to maintain employment.

Employees to be laid off shall be given at least 2 weeks of notice except in emergency situations. Where entitled, Employees shall receive 2 weeks of pay in lieu of 2 weeks of notice. The Employer shall notify the Association of layoffs prior to sending bargaining unit members layoff notices.

15.08 Recall

In the event a permanent vacancy occurs in a unit covered job classification at a jail facility

subject to this Agreement, employees who have been laid off or displaced from that facility and in that job classification will be recalled in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no employee in that classification has recall rights, then the laid off employee with the most bargaining unit seniority in an equal or higher paid classification will be recalled if the employee has the ability to do the work, and if not, the next such senior Employee will be recalled, and so on.

Probationary Employees and those employees who lose their seniority rights shall have no rights to recall. Recalled employees shall not be required to serve a new Probationary Period unless said employee is recalled to a different classification. An Employee will be returned to the recall list in the event the employee fails to complete such Probationary Period.

Regular part-time employees or Contingent (PRN)_on layoff will have recall rights to a full-time job only if willing to work the required schedule of hours of the full-time job.

15.09 Promotions – Transfers

In the event the Employer intends to permanently fill a Bargaining Unit job, the Employer agrees to post available positions within the bargaining unit on the appropriate bulletin boards. The posting shall remain for a minimum of five (5) calendar days prior to the filling of such positions unless an emergency requires a lesser period of time stated in the notice. Such notice will be electronically submitted to the Association as well.

Where a promotional vacancy or a lateral vacancy in a Bargaining Unit job occurs and 2 or more Employees are under consideration for such vacancy, the Employer will promote or transfer the Employee with the greatest seniority, unless the most senior qualified employee lacks the qualifications, experience or ability to do the job. Disputes under this provision shall be subject to the Grievance Procedure.

An Employee who is promoted will serve a Probationary Period of 520 straight time hours worked. If the Employee is removed from the new job during the Probationary Period, the Employee will be returned to their former job, if the job still exists, or a vacant job in the same classification without loss of seniority or other benefits, if applicable. If no vacancy exists, the employee shall first displace the least senior employee in their previous classification, if eligible. In the event there is no position for which the employee is eligible to displace in their former classification, they shall be displaced or laid off in accordance with Section 15.07 – Layoffs.

Seniority for bidding purposes shall be by bargaining unit seniority.

15.10 Voluntary Demotion

Full-time regular employees may elect to voluntarily demote to a vacant position, provided they are readily available and have the ability to do the job for the class or have regular status in the series. Such demotion shall be in accordance with their seniority rating. Approval of such application shall not be withheld except for cause.

Employees who voluntarily demote will not be eligible to be placed on a recall list for that classification from which they are demoted.

15.11 Job, Shift and Location Preference

On notification of a position vacancy, qualified employees may exercise their bargaining unit seniority for the selection of a job, shift or location preference within the classification held by the employee.

Should management find it necessary to institute a reorganization which causes substantial changes either in work or job assignments, employees who are affected may bid on such changes according to bargaining unit seniority.

ARTICLE 16 - RECLASSIFICATION

16.01

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

ARTICLE 17 - WORKWEEK

17.01

The standard workweek shall begin at 12:01 a.m. Sunday and end at midnight Saturday. The workweek of each employee shall consist of five (5) regularly scheduled, recurring eight (8) hour workdays during the standard workweek. The term "workweek" shall refer to either a five-day or seven-day operation.

17.02

A workweek shall not be changed for the purpose of avoiding payment of overtime; provided, however, that a change in workweek for court appearances or resulting from an employee's request to change days off, shifts, etc., shall not be construed as an attempt by management to avoid payment of overtime.

17.03

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

The Employer will make every effort to schedule bargaining unit members to work no more than two (2) weekends during any four (4) week period.

17.04

Except for part-time employees, or full time employees hired to work less than 40 hours a week, no work week shall be less than 40 hours.

17.05

Wellpath and the Association agree to meet and discuss a non-standard work schedule (10 or 12-hour shifts). Compensation including shift premium, days off, beginning and ending times

for the operation, and other such matters shall be agreed upon by both parties prior to the implementation of the new schedule. If both Wellpath and the Association agree to a non-standard work schedule, implementation of such schedule shall be subject to Wayne County approval.

ARTICLE 18 - WORK HOURS

18.01

The first shift shall begin at 7:00 a.m. and extend to 3:30 p.m.

The second shift shall be any full-time shift commencing between the hours of 3:00 p.m. and 11:30 p.m.

The third shift shall be any full-time shift commencing between the hours of 11:00 p.m. and 7:30 a.m.

The shifts above are subject to change based on business needs. Premium pay for holidays, shifts, Saturday and Sunday work, shall be based upon the workday on which the greater number of hours is worked.

18.02 Shift Premium

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

18.03 Weekend Premium (Seven-Day Operations)

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

18.04 Meal Periods

Employees will work a minimum of an 8.5 hour shift and will be entitled to a ½ hour paid in the form of two (2) 15 minute breaks, not to be combined, during the shift and ½ hour (30 minutes) unpaid meal break as scheduled.

ARTICLE 19 - OVERTIME

19.01

Time and one-half (150%) of the regular hourly rate will be paid to all employees for all hours of work performed over the standard forty hours(s) in a workweek.

There shall be no pyramiding of overtime.

19.02

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

It shall be the responsibility of the Employer to audit the publicly posted overtime records and indicate to the Management designee any apparent inequities. Potential inequities shall be addressed as soon as they are brought to the attention of the Management designee. Employees who should have been called will be offered the next available opportunity to work overtime. If the employee is not offered the next opportunity, that employee will be paid for the appropriate overtime hours for the overtime assignment.

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

In the event overtime is offered but insufficient volunteers are obtained, the Employer may require overtime to be worked.

Whenever overtime work is scheduled in any representation area requiring the service of four (4) or more employees, an Association representative shall be offered the overtime work, provided there is work in the classification the Association representative is able to perform.

Where practical, overtime shall be administered on a voluntary basis, otherwise, it shall be mandatory that each employee scheduled to work overtime must perform the job assignment within his given classification. An exception to the application of mandatory overtime scheduling shall be permissible when a valid reasonable request is made by an employee.

Schedules are posted at least two (2) weeks in advance of the beginning of each month. The schedule is for one month. In addition to the schedule being posted, a NEEDS LIST is posted for staff to sign up for open shifts. All staff will have access to sign up for extra shifts they would like to work.

A LOG BOOK is kept for all staff members who have worked in an OT capacity and who was the last person to be told they have to stay for extra hours or extra shift due to an opening in the schedule. The employee chosen is usually the employee who has not picked up any OT, has not helped out on the NEEDS LIST, and who has not been mandated recently.

There is a call list that is followed to contact off shift employees. However, staff will be asked to volunteer for overtime in the following order: 1) PRN's are called and asked if they would like to volunteer; 2) Staff on shift are asked if they would like to volunteer; 3) Off-shift staff are called and asked if they would like to volunteer; 3) PRN's are called and asked if they would like to volunteer; 4) If no volunteer, or no response from off shift employees, then the mandatory stay is put into place using the process described. Manager on duty will make every effort to provide staff members with a two (2) hour notice of mandated overtime barring any type of emergent situation.

ARTICLE 20 - VACATION LEAVE

20.01

Full-time Employees and regular Part-Time Employees regularly working a minimum of twenty-four (24) hours per week accrue vacation pay on a bi-weekly basis, immediately upon active employment. Accruals are based on seniority and hours worked, according to the following schedule:

Years of Service	Scheduled Hours Worked Per Week	Annual Vacation Accrual	Vacation Accrual Per Pay Period	Vacation Maximum Balance
1 st and 2 nd Years of Service	36-40	12.00 days	3.700	144.00 hours
	30-35	9.60 days	2.966	115.20 hours
	24-29	7.20 days	2.216	86.40 hours
3 rd and 4 th Years of Service	36-40	15.00 days	4.616	180.00 hours
	30-35	12.00 days	3.700	144.00 hours
	24-29	9.00 days	2.783	108.00 hours
5 th - 9 th Year of Service	36-40	17.00 days	5.233	204.00 hours
	30-35	13.60 days	4.200	163.20 hours
	24-29	10.20 days	3.150	122.40 hours
10-14 th Year of Service	36-40	20.00 days	6.166	240.00 hours
	30-35	16.00 days	4.933	192.00 hours
	24-29	12.00 days	3.700	144.00 hours
15+ Year of Service	36-40	23.00 days	7.083	276.00 hours
	30-35	18.60 days	5.733	223.20 hours
	24-29	14.20 days	4.383	170.40 hours

20.02

Vacation time may only be used after completion of ninety (90) days of employment. Depending on an employee’s regular scheduled hours, vacation time will be paid in eight (8) or ten (10) hour increments for any vacation absence of one (1) full day and in half hour increments for absences of less than one (1) full day.

20.03

Vacation time must be earned prior to being taken.

20.04 Scheduling of Vacation

Generally, vacation is approved on a first-come-first-served basis. Approval of a vacation request depends on several factors, including but not limited to workload and staffing. In the event there is conflict in scheduling vacation leave, seniority shall prevail. Employees shall inform their department head or designated departmental representative in writing at least

thirty (30) days in advance or as soon as is practical of their desire for vacation leave. Employees who fail to give the department head proper notice shall forfeit the seniority preference.

Final decisions as to whether an employee may take vacation leave shall rest with the Employer, but no employee shall be required to work more than one (1) calendar year without a vacation leave. Employees shall be notified as soon as administratively possible if denied.

20.05 Maximum Balances

If an employee reaches the maximum accrual balance, no additional vacation hours will accrue until the employee's vacation balance drops below the maximum accrual balance level.

20.06

If an employee is placed on a leave of absence, all benefit accruals including vacation pay accruals, cease until the employee returns from leave of absence and is reinstated to active status. If an employee qualifies for a Family Medical Leave of Absence (FMLA) or for a non-FMLA medical leave of absence, sick time is to be used first and then, once sick time is exhausted, accrued vacation time is used. At the employee's request, they can choose to take sick time over vacation time and they can take up to two weeks unpaid and defer up to two weeks of accrued vacation time to be utilized any time after they return to active status and with supervisor approval. If an employee takes a non-medical personal leave of absence, accrued vacation time must be used and accrued sick time may not be used.

20.07

Annually in November, employees may sell a maximum of 40 hours of vacation time to Employer at a rate of \$0.75 for every \$1.00 to be paid in December. PTO is not eligible to sell back to the Employer.

20.08

Vacation time accrued but not used will be paid upon separation.

20.09

For employees transitioning from County employment to employment by the Employer on January 1, 2017, their "years of service" for the purpose of this Article shall incorporate their County seniority as of December 31, 2016.

20.10

Except as provided above, the practices applicable to vacation time shall be in accordance with the Employer's policies and procedures.

ARTICLE 21 – SICK- LEAVE

21.01

Full-time and regular part-time employees working a minimum of twenty-four hours (24) per

week begin to accrue sick time on a bi-weekly basis immediately upon active employment. Accrued sick time may be used only after the completion of ninety days of employment. Sick time accrual is based on a combination of seniority and hours worked in accordance with the following schedule:

Scheduled Hours Per Week	Annual Sick Leave Bank Days Per Year	Hours Placed in Sick Bank Per Pay Period	Sick Leave Maximum Bank Balance (Hours)
36-40	10.00	3.077	480
30-35	8.00	2.462	480
24-29	6.00	1.846	480

21.02

Use of vacation and sick time shall be in accordance with the Employer’s policies and procedures.

21.03

Employees may use accrued sick time for their own illness or preventive care, or for the illness or preventive care of a “family member” (as defined by the Employer’s policies). Employees who are victims of domestic violence, sexual assault, or stalking can use sick time to seek aid, treatment, or assistance in accordance with the Leave for Victims of Domestic Violence, Sexual Assault, or Stalking policy.

21.04

Should the Employer make any changes in the vacation and sick time plans, Employer shall notify the Association 30-days prior to the effective change date. The Association shall have 30-days to respond in writing of its acceptance of the new vacation and sick time plans or its intent to maintain the vacation and sick time plans as set forth in this agreement.

21.05 Paid Time-Off (PTO) – For Salaried Exempt Employees

PTO days will be granted to full-time and eligible part-time, salaried exempt employees based on scheduled number of hours per week and years of service as of the first day of the calendar year. Subject to the requirements, PTO time off will be available for use by employees on and after the year in which it is granted. PTO will be granted at the start of the milestone anniversary year.

The days of PTO that will be granted to employees each year is set forth in the following table:

Years of Service	Scheduled Hours Per Week	PTO
1 – 2 Years of Service	36 – 40	16 days (128 hours)
	30 – 35	14 days (112 hours)
	24 – 29	12 days (96 hours)

3 - 4 Years of Service	36 - 40	19 days (152 hours)
	30 - 35	17 days (136 hours)
	24 - 29	15 days (120 hours)
5 - 9 Years of Service	36 - 40	21 days (168 hours)
	30 - 35	19 days (152 hours)
	24 - 29	17 days (136 hours)
10 - 14 Years of Service	36 - 40	25 days (200 hours)
	30 - 35	23 days (184 hours)
	24 - 29	21 days (168 hours)
15+ Years of Service	36 - 40	30 days (240 hours)
	30 - 35	28 days (224 hours)
	24 - 29	26 days (208 hours)

All PTO must be used before the end of the fiscal year for which it is granted. If it is not used, it will be forfeited at the end of the year. Employees will not receive pay for any unused PTO at the end of the year, or upon termination or layoff regardless of the reason. No PTO may be "carried" over to the next calendar year.

Full-time and eligible part-time, salaried exempt employees newly hired or rehired during the year are NOT eligible to take PTO for the first 90 days of employment, but will receive a pro-rated grant of PTO.

21.06 Long-Term Illness (LTI) – For Salaried Exempt Employees

The following number of LTI days will be granted to full-time and eligible part-time, salaried exempt employees based on the following schedule:

Scheduled Hours Per Week	LTI Bank
30 - 40	7 days
24 - 29	5 days

- a. All employees should recognize that LTI is not earned, but is granted by the company and it is only to be utilized in the event of the illness of an employee or the employee's family member.
- b. LTI days are defined as time off for illness that extends three (3) or more days. Two (2) PTO days must be used (if available) to cover the initial two (2) days of illness. If no PTO is available the first two (2) days of time off for an illness will be unpaid,
- c. LTI time is defined as absence necessitated by personal illness, emergency visits to a doctor or dentist, or instances where it is impossible to schedule such visits during off-duty hours.
- d. Wellpath permits LTI time to be used by the employee to care for an ill family member who is dependent upon that employee for care and safety.

- e. LTI time will not normally be applicable for absences resulting from on-the-job injuries.

While LTI time is an important safeguard for employees, if a pattern of abuse is demonstrated, it can be disruptive to the scheduling of work time and could subject the employee to disciplinary action. A physician's Certification of Illness may be required as a requisite of payment of any LTI time.

ARTICLE 22 – LEAVE WITHOUT PAY

22.01

Eligible Employees, as defined by Family and Medical Leave Act of 1993 ("FMLA"), will be entitled to unpaid Leave of a maximum of twelve (12) weeks during any rolling 12 month period (26 weeks for care of a service member with a serious illness or injury). All conditions related to granting Leave will be governed by the Employer's policy and the FMLA. A summary of the FMLA is provided in Appendix.

22.02

Employees, with appropriate medical documentation, will be entitled to extend any expiring Leave by up to 4 weeks ("Extension Leave"). The Extension Leave must be taken consecutively and cannot be taken on an intermittent basis. Requests for additional Extension Leave will be reviewed on a good faith basis.

The taking of Leave or approved Extension Leave will not result in the loss of any employment benefit accrued prior to the date on which the Leave or approved Extension Leave commenced.

22.03

During Leave or approved Extension Leave, the Employee's seniority will be protected. In order to retain seniority, an Employee must return to work at the expiration of the Leave or approved Extension Leave. Upon return from Leave or approved Extension Leave, an Employee will be returned to his/her former position, if available, or a comparable position in the Bargaining Unit.

22.04

During Leave or approved Extension Leave, an Employee shall not accrue additional benefits.

22.05 **Insurance Continuation**

During Leave or approved Extension Leave, the Employer will continue to pay the Employer portion of the Employee's medical, dental, and life insurance plan premiums, provided the Employee enrolled in the plans prior to the start of the Leave or approved Extension Leave. The Employee shall be responsible for paying the employee portion of the premium payments in accordance with Employer procedures.

22.06

During Leave or approved Extension Leave, the Employee will not be covered by the Employer's professional liability (malpractice) or general liability insurance except as provided elsewhere in this Agreement.

22.07

If an Employee accepts other regular employment during Leave or approved Extension Leave, without notification to, and approval by the Employer, the Leave or approved Extension Leave will be cancelled and the Employee will be discharged.

22.08 **Military Leaves**

Employer abides by the requirements of the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA).

22.09

Employees must provide advance notice of military service unless military necessity prevents the giving of notice, or the giving of notice is otherwise impossible or unreasonable. A copy of the notice for military service along with a leave request must be submitted to the employee's direct supervisor.

22.10

Employees who leave active employment to serve in the military will have re-employment rights for up to five years from the time the service began, providing the employee received an honorable discharge.

22.11

Employees who leave to serve in the military must report for re-employment the first regularly scheduled work day that falls after eight (8) hours of their return home for all military assignments of thirty (30) days or less; within fourteen (14) days of completion of military assignment for all assignments of thirty-one (31) days to one hundred eighty (180) days; and within ninety (90) days after completion of military service for all assignments of one hundred eighty one (181) days or more. For service-related injuries or illnesses, the employee has up to two (2) years to report for reemployment.

22.12

Employees who do not comply with the above noted time limits will be terminated due to failure to return from an approved leave of absence.

22.13

Employees returning from military service will be afforded rights and benefits in accordance with the requirements outlined in the Uniformed Services Employment and Re-employment Rights Act, provided the Employer's circumstances have not changed so as to make it impossible or unreasonable to re-employ the person.

22.14

Employees cannot be forced to apply vacation time to military leave.

ARTICLE 23 - BEREAVEMENT LEAVE

23.01

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

23.02

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

23.03

For the purpose of this provision, the employee's immediate family includes: spouse, children, grandchildren, brothers, sisters, parents, legal guardian, grandparents, as well as the children and parents of the employee's spouse.

23.04

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

23.05

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

23.06

In the event that a holiday as defined in Article 24 of this contract occurs during the bereavement leave, the employee shall have the option to extend the bereavement leave or to receive his or her regular pay for said holiday. In the event that bereavement leave occurs during the period when the employee is on vacation or sick time, such time shall be credited to the appropriate leave bank.

23.07

Employees on leave of absence without pay as defined in Article 22 shall not be eligible to receive bereavement leave.

ARTICLE 24 - HOLIDAYS

24.01

Subject to the following, all full-time employees are eligible for the following paid holidays:

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

*Recognized Company Holidays for premium pay

The Employer provides Holiday Pay to all full-time employees and to regular part-time employees provided they are regularly scheduled to work a minimum of twenty-four hours per week.

24.02

Within a two (2) day period before and after the holiday, eligible employees must work the last full scheduled shift before the holiday and the first full scheduled shift immediately following the holiday in order to receive Holiday Pay unless prior approval was obtained from their supervisor to take a vacation day. Exceptions may be made for documented emergency situations (death or hospitalization) or for employees who are sent home by their manager. Holiday Pay is normally based on an eight-hour work day, regardless of the employee's normal schedule.

24.03

Employees on a leave of absence other than vacation, sick or bereavement leave, shall not be eligible for Holiday Pay until the employee is reinstated to active status.

24.04 Floating Holidays

The use of Floating Holidays must be requested in writing or through the Employer's Time and Attendance System and may only be used with prior supervisory approval in writing. A Floating Holiday cannot be substituted for an unscheduled absence. Floating Holidays may not be deferred nor can they be carried over to the following year. Any Floating Holiday(s) unused by the last day of the last pay period of the calendar year will be forfeited. Floating Holidays may be taken consecutively and may be taken before or after vacation days or PTO. Employee must give Employer one week's notice to take a Floating Holiday. An employee must work for 90 days prior to becoming eligible for Floating Holidays.

24.05 Holiday Premium Pay

If an employee is scheduled to work one of the six Company Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day), the employee will receive Holiday Premium Pay. For time actually worked by an employee on a Company Holiday, the holiday premium rate is time and ½ (1.5X) the regular rate of pay in addition to eight (8) hours of holiday pay.

24.06 Holiday Deferral

If an employee is required to work on a Company Holiday, the employee may defer the holiday, subject to manager approval. Any Deferred Holiday will be forfeited if not used within ninety days from the date of Employer's observation of the holiday. However, the holiday may be paid if not used within the ninety-day period if the employee was unable to use it due to business needs. The manager must submit a written request with an explanation as to the reason the employee was unable to use their deferred holiday. This request is to be sent to Employer's Payroll Manager for review. If an employee terminates before using a Deferred Holiday, the Deferred Holiday is forfeited. For employees who have a Monday through Friday schedule, holidays falling on Saturday shall be observed the preceding Friday and those holidays falling on Sunday shall be observed the following Monday. Employees shall receive pay for such days. Calculation of Holiday Premium Pay will begin at 12:00 AM the day of the holiday and end at 11:59 PM, unless otherwise designated in writing by the Payroll Manager.

24.07

On or before January 15th of each year, the Employer shall publish, with a copy to the Association, the date that each Company Holiday will be recognized.

ARTICLE 25 - INSURANCE PROGRAMS

25.01 Transitioning Wayne County Employees

The Employer shall offer prior County employees, hired by the Employer on January 1, 2017, a health care plan with a design similar to that offered by the County in its HDHP PPO plan in effect for them by the County as of December 31, 2016, including similar wage bonuses. Employees will contribute pursuant to the same 25% premium sharing provisions contained in the County labor agreement with the Association as of December 31, 2016. However, employees shall contribute no more than that contributed by GAA members at the County for coverage under their respective contracts as of December 31, 2016. This Section shall be effective only for the duration of the CBA between GAA and the County as of December 31, 2016, and it shall be null and void thereafter.

25.02

Except to the extent employees are eligible and participating in the plan(s) described in Section 25.01, above, Employees shall be eligible to participate medical, dental, vision, life insurance, short-term disability, long-term disability, flexible benefit plans, a health savings account and Employee Assistance Program (EAP) as designated by the Employer from time-to-time. The actual benefits provided under these policies are controlled by the language of the Employer's insurance contracts and summary plan descriptions. The Employer has the right to change insurance carriers or become self-insured provided the new coverage is the same or

comparable, as a whole, to the current level of coverage. If there are changes in the current health insurance plans, the Employer will meet with the Association to negotiate the changes at least 30-days prior to implementation. A Benefits Guide detailing all insurance benefits will be provided to the Association. The terms and conditions of these Plans are not subject to the grievance and arbitration procedures established in this Agreement.

25.03 Medical, Prescription Dental, Vision Insurance

Consistent with health benefits offered to all eligible employees of the company, the Employer shall offer eligible full-time employees the opportunity to participate in insurance plans with employee only, employee and child(ren), employee and spouse or family coverage, with premiums/co-pays paid by both the Employer and the employee. Prescription drug coverage will be provided as described in the Plan. This program and co-pays are subject to annual review and/or annual adjustments.

25.04 Insurance Eligibility

Transitioning Wayne County employees (i.e., those employed by the County on December 31, 2016 and hired by the Employer on January 1, 2017) will not have a waiting period and will be immediately eligible for insurance benefits. All other newly hired full-time employees working a minimum of thirty (30) hours per week are eligible for Medical, Dental, Vision, Disability, Flexible Spending Account, Health Savings Plan, and Life Insurance coverage after completing the applicable waiting period of 60 days. Employees should either enroll or decline coverage within 45 days of their date of hire. Once enrolled, coverage takes effect the first of the month after the waiting period. If a PRN or part-time employee changes to full-time status, their coverage takes effect the 1st of the month after their new full time status.

25.05 Insurance Premiums/Rates

Employees who are newly hired and did not transition from Wayne County Employment, and their eligible dependents, may obtain health, dental, and/or vision insurance by paying the required premium as outlined by Employer's rate sheet each year.

Transitioning Wayne County Employees (as defined above) will, however, be subject to the same rate and premium obligations of other employees upon the expiration of Section 25.01, above. Premiums for these lines of coverage are paid on a pre-tax basis and are tiered according to the salary of the employee. Insurance Premiums are determined each year based on the Employer's renewal with the Insurance Carrier. The Employer agrees to pay 70% of the premiums and the employee must pay 30% of the premium. Each year, a rate sheet inclusive of the total cost of healthcare for each employee and the employer/employee cost share will be provided to the Association. Changes in the Premiums, provided the employee's premium share does not exceed 30% of the premium, are not subject to the grievance and arbitration procedures established in this Agreement.

25.06 Life Insurance, Short & Long Term Disability

Employer will provide Basic Life Insurance in the amount of 1X the employee's salary up to a maximum of \$500,000. Additional Life Insurance for the employee, a spouse or child in addition to Short-term Disability and Long-term Disability can be purchased by the employee. The carriers and plans shall be designated and may be modified by the Employer. These premiums, to the extent possible, are paid on an after-tax basis.

25.07 Employee Assistance Program (EAP)

An Employee Assistance Program (EAP) is available to all employees. Details of the program can be found by accessing the online enrollment system or the company's intranet. The terms of this plan may be modified at the Employer's discretion, with at least 30 days' prior notice to the Association.

25.08 Life Change Events

After initial enrollment an employee may change their insurance elections for group benefits only if there has been a "change in family status", such as marriage, divorce, adoption, birth of a child, or reduction in hours, as allowed by law and the applicable plan(s).

ARTICLE 26 – WORKERS' COMPENSATION

26.01

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

26.02

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

26.03

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

26.04

During a Workers' Compensation absence, the employee's health insurance continues and the employee is required to pay their normal portion of benefit premiums. 26.05

Employees off work due to a work-related illness/injury sustained while working at Employer will not accrue vacation, sick or holiday hours, in accordance with policy.

26.06

Employees with a work-related injury are required to submit to Employer's post-accident substance abuse testing in accordance with policy.

26.07

Prior to an employee returning to work from a Workers' Compensation injury/illness that resulted in lost time from work or medical treatment, he/she must present to their direct supervisor a release to return to light or full duty work with any restrictions listed from their attending physician.

ARTICLE 27 – 401(k) Retirement Savings Plan

27.01 401(k) Eligibility

Transitioning Wayne County employees will not have a waiting period and will be immediately eligible to participate in the Employer's sponsored 401(k) in accordance with the terms of the Plan as amended from time to time.

27.02

For transitioning employees, the Employer will match 2.5 to 1 employee contributions up to ten percent (10%) of the employee's salary. Participation shall be voluntary. Employer contributions shall vest immediately for current Wayne County employees, only. New employees will follow Employer's matching and vesting schedules. These provisions shall be effective only for the duration of this CBA and shall expire December 31, 2019.

27.03

New employees who do not transition from Wayne County employment vested interest in the Employer match contributions shall be zero (0%) percent until the Employee has completed three (3) years of service; at which time the Employee's vested interest in the Employer match contributions shall be one hundred (100%) percent. For the purposes of this section, one (1) year of service equates to at least one thousand (1,000) hours of service.

27.04

The WELLPATH, LLC 401(k) PLAN document along with the FIRST AMENDMENT TO THE WELLPATH, LLC 401(k) PLAN and SECOND AMENDMENT TO THE WELLPATH, LLC 401(k) PLAN document (contract number 60136) and any subsequent amendments (collectively referred to as "the Plan") control the terms of the Employer's 401(k) savings plan. Employer reserves the right to amend these plans.

ARTICLE 28 - ASSOCIATION BULLETIN BOARDS

28.01

The Employer agrees to furnish the Association adequate bulletin boards at such locations as shall be agreed between the Association and the department head. The boards shall be used only for the following notices: Association Meetings, Association Elections, and Reports of the Association, Rulings or Policies of the Association, Recreational and Social Affairs of the Association. Notices and announcements shall not contain anything of a political or partisan nature, nor shall they be derogatory with respect to the County, the Employer or any employee.

ARTICLE 29 - MILEAGE ALLOWANCE

29.01 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 and submitted via the Employer's Concur Expense Management online system. Effective beginning on the first of the month following ratification, employees shall be reimbursed at the Employer's published rate within its Travel & Expense Policy. This rate is based upon the Internal Revenue Service Guidelines on Standard Mileage Rates published each year.

29.02 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.

29.03

The Employer shall direct field work in such a manner that employees shall not be unreasonably required to have their personal automobile available for Employer business on a daily basis, nor drive to their duty station before entering upon field work unless their job assignments so dictate.

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

ARTICLE 30 - WAGE ADJUSTMENTS

30.01

Effective retroactively to January 1, 2020, all employees of record in the bargaining unit will receive a 2% wage increase to their base wage rate; however, only union members actively employed with Wellpath when the 2% retro pay is paid will be eligible for the retro pay back to 1-1-2020.

Effective January 1, 2021, all employees of record in the bargaining unit will receive a 2% wage increase to their base wage rate.

30.03

Should a newly hired or transferred employee be placed in a position at a higher rate than other bargaining unit members, in the same classification, the pay rate of those bargaining unit member(s) will be increased to the rate of the newly hired or transferred employee.

30.04

PRN registered nurses shall be paid a premium of \$2.00 more than the base wage rate of Registered Nurses in lieu of benefits.

ARTICLE 31 – TRANSITION BONUSES

Article Removed from the 2020-2021 CBA

ARTICLE 32 – HEALTH SAVINGS ACCOUNT BONUSES

32.01

Employees participating in the Employer's Healthy Savings Plan will receive the following bonuses in two installments (January 1st and July 1st) remitted as pre-tax funds deposited into a qualifying Health Savings Account ("H.S.A") by the Employer. Employees participating in other health plans offered by the Employer will not receive this bonus.

- A. \$500 for those enrolled in Employee Only Coverage
- B. \$1,000 for those enrolled in Employee and Spouse, Employee and Child(ren) or Employee and Family Coverages

ARTICLE 33 - SEVERABILITY CLAUSE

33.01

If any article or section of this Agreement, or any Supplement thereto, should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and Supplement shall not be affected thereby, and upon the request of either party to the other within thirty (30) calendar days of such a holding, the parties shall enter into negotiations to bargain replacement for such article, section or supplement.

ARTICLE 34 - TUITION REIMBURSEMENT

34.01

Eligibility

To be eligible for enrollment in the Tuition Assistance Plan, employees must be active, fulltime, working a minimum of 30 hours per week; have completed a minimum of 6 months of active employment on a full-time basis; and have a satisfactory performance record. The employee must be enrolled in an accredited college, university, or other institution of higher education. This includes accredited undergraduate institutions, graduate school (Masters or PhD program), and professional school (law, medicine, nursing, etc.).

34.02

Only courses of study that are directly related to the employee's present job or which will enhance the employee's potential for advancement to a position within the company which the individual has a reasonable expectation of achieving are to be approved. Exceptions to this must be approved in writing by the Senior Vice President of Human Resources.

34.03

Continuing education units (CEU), Conferences, Seminars, Conventions, and company provided training/development programs are handled by each site and, therefore, are not included in this policy.

34.04

Certificate programs such as nursing, human resources, legal/paralegal, information technology, finance, or accounting are not considered degree-eligible and not payable as part of this policy unless otherwise pre-approved by the employee's supervisor.

34.05 Amount of Reimbursement

The maximum tuition allowance per rolling twelve (12) months is \$2,000. The cost of books, transportation, meals, and other related expenses are not covered under this plan. Only completed courses are eligible for assistance. A grade of A, B, or C = 100% reimbursement; and grades of D or F = 0% reimbursement. Tuition allowance does not accrue over the course of employment and any unused portion at the end of each rolling twelve (12) months is forfeited.

34.06 Application Process

To apply for tuition assistance, an employee must complete and return to a supervisor the Application for Tuition Reimbursement. Approval of tuition assistance must be obtained from the H.S.A. or other site leader, the applicable Regional leader, and Human Resources.

1. A copy of the completed, signed Application should be forwarded to Human Resources to be kept in the employee's file.
2. The employee must sign a copy of this policy, confirming understanding of the guidelines set forth in the policy.
3. To receive payment for tuition assistance, the following documents must be submitted no later than 90 days after completion of the course:
 - a) Application with required signatures;

- b) Signed copy of Tuition Assistance Plan Policy;
- c) Copy of final grades, with proof of having obtained a grade of A, B or C;
- d) Breakdown of tuition costs; and
- e) Proof of payment of tuition.

34.07

If the employee's status changes to less than full-time within 1 year of completion of the course, the employee must repay a pro-rated portion of the tuition reimbursement as decided by the Director of Compliance and Employee Relations. If the employee leaves Employer voluntarily, or employee is terminated within 1 year of completion of the course, the employee must repay the full amount reimbursed by the Employer for educational assistance. If the terminated employee does not repay the Employer the full amount of reimbursement due by the end of their last day of employment with the Employer, a deduction for the reimbursement amount will be taken from the employee's final paycheck in accordance with all applicable state laws.

34.08

Employees who receive other education/tuition assistance, such as grants or scholarships, will not qualify for tuition assistance under this policy, unless the grant or scholarship is insufficient to cover the entire cost of the tuition. In this case, the employee may apply for tuition assistance to cover the remaining balance.

34.09

Employees who successfully complete a new degree should contact HRIS so the employee's education record can be updated.

34.10

The Employer reserves the right to deny tuition reimbursement to any employee found guilty of falsifying documentation or committing fraud for purposes of receiving tuition reimbursement.

34.11

The Employer agrees to reimburse members who may require a DEA license as part of their normal job duties. This may include the Nurse Practitioners and the Dentist every three years to renew. Reimbursement will be processed through the Employers expense reimbursement established process.

ARTICLE 35 - INDEMNIFICATION

35.01

The Employer agrees to hold harmless and indemnify and/or defend 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 their employment; provided, however, that in no event shall the Employer be liable for the payment

of judgments, attorney fees or Court costs where the member is found to have committed criminal acts or an intentional tort. 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 or appoint outside counsel to provide representation. Upon receipt of notice of any claim or action, the employee shall immediately notify the Employer in writing.

35.03

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

35.04

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

ARTICLE 36 - SUCCESSOR CLAUSE

36.01

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

ARTICLE 37 - MAINTENANCE OF CONDITIONS

37.01

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, all fringe benefits including, but not limited to, pensions, hospitalization insurance, life insurance, vacation leave, sick leave, and holidays not changed or included in this Agreement that are now being received by the employees shall remain in full force and effect nor shall the Employer alter any of these terms or conditions without notice to and consent of the Association.

ARTICLE 38 - HEALTH AND SAFETY

38.01

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

visitors, and patients and clients.

38.02

Employer will comply with all workers compensation laws and statutes governing accidental job-related injuries.

38.03

All health, safety and protective equipment that is deemed necessary for a particular job, as indicated in the job description or department protocols shall be furnished. Nurses shall not use equipment other than equipment provided by the employer. Nurses may use their own stethoscopes The equipment shall be standardized and correctly calibrated. The Employer will provide nurses with adequate training on the proper use of proper work methods and protective equipment required to perform hazardous duties.

38.04

GAA and Wellpath agree to continue to explore providing employees personal communication devices in order to communicate with other Wellpath staff at the facility.

38.05

Subject to Wellpath's agreement with Crisis Prevention Institute, CPI Training shall be available to all employees annually.

38.06

Based on the Sheriff's Department availability, during employees orientation and annually, all employees will receive an opportunity to participate in a civilian training conducted by an officer regarding safety and awareness in a jail setting.

38.07

An Area Representative and/or Wellpath GAA member will have notice and an opportunity to participate in the existing Safety Committee meeting in accordance with the Wellpath CQI standard and policy.

ARTICLE 39 – WAIVER, ENTIRE AGREEMENT AND AMENDMENTS

39.01

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subjects or matters

referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

39.02

This Agreement constitutes the full and complete agreement between the Employer and the Association, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement.

39.03

This Agreement can only be modified by the express, written and signed agreement of the parties.

ARTICLE 40 - TERMINATION

40.01 Ratification of Agreement

This Agreement shall become effective no later of January 1, 2020 or the date of its execution by the Employer, after receiving written notice from the Association that this Agreement has been ratified by the Association.

40.02 Expiration Date

This Agreement shall continue in full force and effect until 11:59 p.m., December 31, 2021.

40.03 Notice to Modify, Amend or Terminate

Notwithstanding the above, this Agreement shall continue in effect for successive yearly periods after December 31, 2021 unless notice is given in writing by either party at least sixty (60) days prior to December 31, 2021, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement. Also notwithstanding the above, this Agreement shall immediately terminate upon any termination of the Employer's contract to provide medical services at the Wayne County Jail.

40.04 Addressing of Notice

Notices shall be in writing and shall be sufficient if sent by mail addressed to the Association or to the Employer.

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

FOR THE UNION:


David W. Skillman/pp Digitally signed by David W. Skillman/pp
Date: 2020.09.09 14:03:09 -04'00'

David W. Skillman
Association Executive

9-9-2020

DATE: _____

FOR THE EMPLOYER:


Mark Morrissey, MSN, RN
Regional Director of Operations

DATE: 8-14-2020