



Cornell University
ILR School

BLS Contract Collection

Title: **Wayne, County of and American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Locals 25, 101, 409, 1659 (2000) (MOA)**

K#: **820541**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

The complete metadata for each collective bargaining agreement can be found at - <http://digitalcommons.ilr.cornell.edu/blscontracts/1/>

For a glossary of the elements see - <http://digitalcommons.ilr.cornell.edu/blscontracts/2/>

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

For more information about the BLS Contract Collection, see <http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

#820541

COLLECTIVE BARGAINING AGREEMENT

BETWEEN
THE COUNTY OF WAYNE



7/17/03

Edward H. McNamara
Wayne County Executive

-AND-

THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

LOCALS
25, 101, 409, AND 1659

DECEMBER 1, 2000 - NOVEMBER 30, 2004

130 pages 

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1 AGREEMENT	1
4 AID TO OTHER UNIONS	4
27 BEREAVEMENT LEAVE	66
14 CIVIL SERVICE RULES	26
42 CONTRACTING AND SUB- CONTRACTING OF WORK	111
40 ERRORS IN WAGES, LEAVE TIME AND FRINGE BENEFITS	108
38 DEFERRED COMPENSATION	104
11 DISCIPLINARY PROCEDURE	21
17 FILLING OF VACANCIES	29
10 GRIEVANCE PROCEDURE	16
28 HOLIDAYS	67
37 INDEMNIFICATION	103
29 INSURANCE PROGRAMS	71
19 LAYOFF, DISPLACEMENT AND RECALL	40
26 LEAVE WITHOUT PAY	63
8 MANAGEMENT RIGHTS	8
33 MILEAGE ALLOWANCE	93
22 OVERTIME	47
7 PAYMENT OF SERVICE CHARGE	7
6 PAYMENT OF UNION DUES	6
15 PROBATIONARY EMPLOYEES	26
2 PURPOSE AND INTENT	1
18 RECLASSIFICATION	39
3 RECOGNITION	2
9 REPRESENTATION	9
46 RESIDENCY	112
30 RETIREMENT	81
44 SAVINGS CLAUSE	111
16 SENIORITY	27
35 SEVERABILITY CLAUSE	99
25 SICK LEAVE	55
47 SNOW AND ICE DEPARTMENT OF PUBLIC SERVICE	112
41 SPECIAL COMMITTEES	109
12 SPECIAL CONFERENCES	24
13 STRIKES AND LOCKOUTS	25
45 SUCCESSOR CLAUSE	111
43 SUPPLEMENTAL AGREEMENTS	111
23 TEMPORARY ASSIGNMENTS	50
48 TERMINATION	113

TABLE OF CONTENTS (Continued)

<u>ARTICLE</u>	<u>PAGE</u>
36 TUITION REIMBURSEMENT.....	99
31 UNEMPLOYMENT INSURANCE	93
39 UNIFORMS	104
32 UNION BULLETIN BOARDS	93
5 UNION SECURITY	4
24 VACATION LEAVE	52
34 WAGE ADJUSTMENTS	95
21 WORK HOURS	46
20 WORKWEEK	45
MEMORANDUM OF UNDERSTANDING RE: AGENCY FEE PROCEDURES	116
APPENDIX A	118

1.01

This agreement between Wayne, Michigan ("Employer") and Local 1659, the American Federation of Teachers Employees, ("Union").

ARTICLE

2.01

The purpose of this agreement is to set forth the terms and conditions of employment in an orderly and equitable manner for the benefit of the employees.

2.02

The parties to this agreement are the community and the Union. The community depends upon the Union and the Union depends upon the community.

2.03

Therefore, the parties to this agreement shall give each other the fullest consideration in their dealings between the community and among themselves.

2.04

The parties to this agreement are legally and equitably bound to each other as citizens a fair and equitable agreement and to these employees in their employment,

way be discriminated against because of sex, age, race, color, creed, national origin, political or religious beliefs, disability, marital status, and as otherwise provided by law.

ARTICLE 3 - RECOGNITION

3.01

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

3.02

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

3.03 Applicable to Locals 25, 409, and 1659 only

Part time, temporary and seasonal employees holding positions in classifications

3.04

Open Competitive provisional County employees, appointed to positions listed in Appendix A, shall not be employed more than one hundred eighty (180) days, except by mutual agreement between the parties to this Agreement.

3.05 Applicable to Local 101 only

Those employees filling positions on a seasonal basis shall be excluded from the bargaining unit for the duration of such appointment and shall only perform the most menial tasks assigned to employees in the Local 101 bargaining unit at the entry level.

At anytime during the calendar year period from March 1 through November 30, the County may employ seasonal workers in numbers which will not exceed 35% of the regular full-time bargaining unit membership of Local 101.

At any time during the calendar year period from December 1 through January 31, the County may employ seasonal workers in the Parks Division in numbers which will not exceed 10% of the regular full-time bargaining unit membership of Local 101. (During the month of February, the Parks Division may use up to 3 seasonal workers, if needed.)

When overtime is required in work units where seasonals are assigned, it will first be offered to regular employees.

Federal and State Employees

ARTICLE 4 - AID TO OTHER UNIONS

4.01

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

4.02

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

ARTICLE 5 - UNION SECURITY

5.01

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

5.02

Employees covered by the Agreement who are not members of the Union at the time it becomes effective and who have been employed for a period of thirty (30) days, who do not make application

5.03

Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have been employed for less than thirty (30) days, and employees hired, rehired, or transferred into the bargaining unit after the effective date of this Agreement, who do not make application for membership in the Union within thirty (30) days after completion of thirty (30) days of service, shall, commencing with the first biweekly payroll period thereafter and for the duration of this Agreement, pay to the Union the service charge defined in 5.02 above. The provisions of this section shall also apply to all employees as defined in 3.03, provided that said employees shall not be required to comply until completion of ninety (90) days.

5.04

Once a month, the Employer will furnish each Local Union with the name, department, classification, and date of hire of each new employee.

5.05

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

5.06

No employee shall be terminated under this Article

ARTICLE 6 - PAYMENT OF UNION DUES

6.01

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

6.02

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

6.03

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

6.05

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

ARTICLE 7 - PAYMENT OF SERVICE CHARGE

7.01

Employees who do not make application for membership in the Union as outlined in Article 5 shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

7.02

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

7.03

An employee who has filed an "Authorization for Deduction of Service Charge" form and who, by reason of transfer, promotion, demotion, or otherwise, moves

designated financial officer for each Local Union, with a listing of employees for whom said deductions were made.

7.05

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

ARTICLE 8 - MANAGEMENT RIGHTS

8.01

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

8.03

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

ARTICLE 9 - REPRESENTATION

9.01 **Stewards**

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

9.02 **Local 25 Stewards**

<u>Health Department</u>	
Highland Park & Hamtramck Centers	1
Kay Beard Administration Building	1
Taylor, Lincoln Park & Dearborn Health Centers	1
Wayne & Sumpter Health Centers, Environmental Health	2
<u>Department of the Environment (DOE)</u>	
Land Resource Management Division	1
Watershed Management Division	1

9.03 **Local 409 Stewards**

Custodial	1
Three Shifts Two (2) for each shift	6

Health Department - Health Care Centers	3
Human Relations	1
Information Technology	2
Management & Budget	3
Medical Examiner	2
Personnel/Human Resources	1
Prosecuting Attorney	3
Public Works - DOE	9
Purchasing	1
Register of Deeds	3
Retirement System	1
Sheriff's Department	7
<u>Third Circuit Court - Lincoln Hall of Justice</u> (includes all satellite offices)	1
Treasurer	1
Wayne County Library System	1

9.05 **Local 101 Stewards**

Metro Airport - days (2), afternoons (1), midnights (1)	4
Willow Run Airport	1
Bridge Maintenance (Electricians & Bridge Mechanics, Traffic Signals (C.M.Y.))	1
Movable Bridge Operations 1&1 Asst.	2
Downtown Clerical & Engineering	2
Field Engineering	2

Maintenance Divisions:

District I - Hoover Yard	1
Wyoming Yard	1

Construction Division Building #3 C.M.Y.	1
Maintenance Office Building #4 C.M.Y.	1
Parks	1
Wick Rd. Forestry	1

9.06

When a steward is temporarily assigned to a position above the bargaining unit or is unavailable for a period of eight (8) or more hours during his or her regularly scheduled work shift, the alternate or assistant shall assume the steward's responsibilities.

9.07

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

9.08

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

9.09

Each Local Union shall maintain a current list of stewards for each designated area, and shall furnish

9.10

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

9.11

Stewards, during their work hours, without loss of time or pay, may investigate reported grievances within their designated area and present said grievances to the Employer or the appropriate management representative. Before entering upon such union business, stewards shall give notice to and receive approval from the designated supervisor, or in his or her absence, the designated alternate supervisor; and a list of same will be provided to the Union within thirty (30) days upon signing of the Agreement. The Union shall be notified of any changes of said list forty-eight (48) hours prior to a new supervisor or alternate assuming the duties as provided in this section. Approval for release from their work assignment for this purpose, for such time as may be necessary, will not be unreasonably withheld. Any alleged abuse by either party shall be proper subject for a special conference as provided by this Agreement.

9.12

Committeepersons

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

promptly notified of the selection of the committeepersons by each Local Union as herein provided or of any subsequent replacement.

9.14

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

9.15

Committeepersons may investigate and process a reported employee grievance at the appropriate management level without loss of time or pay if the area steward is unable to resolve the alleged complaint with the immediate supervisor. Before entering upon such union business, committeepersons shall give notice to and receive approval from the appropriate management representative for release from their work assignment for such time as may be necessary to conduct union business. Approval shall not be unreasonably withheld, nor shall this provision be abused. Any alleged abuse by either party will be a proper subject for a special conference, as provided by this Agreement.

9.16

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

9.18

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

9.19 Local Union Presidents

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

9.20

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

9.21

Whenever the President is required to perform administrative duties limited to internal Union 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.

9.22

exceed continuous periods of one (1) week, or shorter periods when mutually agreed upon.

9.23

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

9.24 Bargaining Committee

The Employer will recognize a collective bargaining committee of representatives of all affiliated locals and units of Council No. 25 covered by this Agreement. The actual number of bargaining committee members shall be fixed by mutual agreement based upon the make up of the bargaining unit.

9.25

Employees who are elected as delegates to conventions of the AFSCME International Union, Michigan AFSCME Council 25, Michigan State AFL CIO, or the Detroit Metropolitan AFL CIO shall be allowed time off with pay to attend such conventions, not to exceed five (5) work days per calendar year per employee.

9.26

Employees who are selected to represent their Local Unions at union conferences sponsored by the AFSCME International Union, Michigan AFSCME Council 25, Michigan State AFL CIO, or the Detroit Metropolitan AFL CIO shall be allowed time off with pay to attend such conferences, not to exceed five (5) work days per calendar year per employee.

them from their employment shall at the written request of the Union receive leaves of absence for the term of office or appointment and upon return shall be re employed at work in their previous classification with accumulated seniority.

9.28

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

9.29

An employee may, at his or her option, pay to the Retirement System the required employee contribution in addition to the Employer's required contribution during the time said employee is on approved Union leave.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01

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

10.02

10.03

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

10.04

The Union shall have the right to commence a grievance at the level of management causing the alleged grievance. Grievances involving disciplinary actions, with the exception of oral or written reprimands, taken against an employee shall be initiated at Step 3 of the grievance procedure. However, probationary employees shall not have access to the grievance procedure in matters of discipline or discharge.

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

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

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

Step 1:

Step 2:

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

All grievances filed by the Union will be signed by the employee if at all possible, as well as the steward, unless the grievance is a policy grievance.

The Step 2 representative shall within seven (7) calendar days meet and discuss the grievance with the Union President or committeeperson. All parties directly involved and witnesses may attend such meeting. Within seven (7) calendar days from the date of said meeting, the Step 2 representative shall respond in writing to the proper Union representative.

Step 3:

If the grievance or dispute is not satisfactorily settled in accordance with Step 2 above, it shall be presented in writing by the Union to the designated Step 3 representative within seven (7) calendar days after the Step 2 response is received. The designated Step

Step 4:

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

The written grievance shall be submitted in writing, with copies of all previous responses, within fourteen (14) calendar days after the Step 3 response is received.

The Labor Relations Division's Step 4 representative shall within fourteen (14) calendar days meet with the Union President and not more than two (2) representatives of the Union to discuss the grievance. Within fourteen (14) calendar days, the Labor Relations Division representative shall then submit to the Union, in writing, the disposition of the appeal.

Step 5:

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

- A. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. Such notice shall be given within thirty (30) calendar days of receipt of the Step 4 answer. Grievances shall be heard in accordance with

calendar days from the notice of intention to arbitrate, the grievance will be considered settled based on the last management answer to the grievance.

- C. Either party may, with sixty (60) days notice, remove an arbitrator from the panel. Once an arbitrator has received written notice that said services are terminated, he or she shall not hear any further cases. However, the arbitrator shall render decisions on all cases that have been heard prior to receiving such notice.
- D. Failure by the Union to appeal any grievance to arbitration within the specified time limits shall terminate said grievance, and it shall be considered to be resolved in accordance with the disposition issued by the Labor Relations Division.
- E. The arbitrator shall have no authority to amend, alter or modify this Agreement. Further, the arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of this Agreement and shall be without authority to make any decision contrary to, or inconsistent with, or modifying or varying, in any way, the terms of this Agreement; or granting any wage increases or decreases.
- F. There shall be no appeal from the arbitrator's decision if made in accordance with the

improper recall in which case the employee will be made whole. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less any compensation received for employment or unemployment compensation obtained subsequent to removal from the payroll of the Employer.

- J. In the event a case is appealed to an arbitrator and it is found that the arbitrator has no power to rule on such cases, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

ARTICLE 11 - DISCIPLINARY PROCEDURE

11. 01

Employees shall not be subject to any form of discipline except for just cause. If the Union determines to appeal any disciplinary action other than oral and written reprimands, it shall file a grievance in accordance with Article 10.

11.02

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

11.04

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

11.05

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

11.06

The Steward or another representative of the Union shall be present at the time disciplinary action is imposed and shall represent the employee at all levels of disciplinary proceedings. All disciplinary actions shall be subject to the grievance procedure; provided, however, oral or written reprimands shall not be subject to arbitration.

11.07

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

- A. Oral Reprimand;
- B. Written Reprimand;
- C.

11.09

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

11.10

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

11.11

There shall be one official personnel file.

11.12

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

11.13

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

11.14

11.16

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

11.17

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

11.18

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

ARTICLE 12 - SPECIAL CONFERENCES

12.01

Special conferences will be arranged between the Local Presidents and the Employer.

12.02

Members of the Union shall not lose time or pay for the time spent in such special conferences and no additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours. A representative of Council 25 or a representative of the International Union 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 Local President be absent on approved leave, the local Vice President shall assume the responsibilities contained herein.

ARTICLE 13 - STRIKES AND LOCKOUTS

13.01

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

13.02

Accordingly, it is agreed that neither the Union nor the Employer shall be held liable for any strike or lockout.

13.03

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

13.04

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

ARTICLE 14 - CIVIL SERVICE RULES

14.01

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

ARTICLE 15 - PROBATIONARY EMPLOYEES (NEW HIRES)

15.01 **PROBATIONARY PERIOD**

New employees appointed from an eligibility list shall be considered as "Probationary"

An employee who has successfully completed the probationary period shall be granted regular status in his or her classification. An employee who has successfully completed the evaluation period shall be granted regular status in his or her classification provided the parties have mutually agreed to regular status in accordance with Section 3.04.

15.02

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

ARTICLE 16 - SENIORITY

16.01

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

16.02

In the event two (2) or more employees shall have the same seniority date, their placement on the seniority list shall be determined by comparing the

absence caused by illness or disability, shall continue to earn bargaining unit seniority credits without limitation.

16.04

Effective with the signing of this Agreement, any bargaining unit employee promoted or transferred to a position outside the bargaining units shall continue to accumulate bargaining unit seniority except employees transferred or promoted to positions outside of AFSCME. Those transferred outside of AFSCME shall have their seniority frozen as of the date of their transfer or promotion.

16.05

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

16.06

An employee shall lose his or her seniority for the following reasons only:

- A. Discharge or permanent removal from the payroll and the separation is not reversed through the grievance procedure.
- B. Voluntary or regular service retirement

days of the expiration of the leave of absence with a copy to the local union president.

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

16.07

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

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

ARTICLE 17 - FILLING OF VACANCIES

17.01 Vacancies

A vacancy shall be defined as a budgeted unoccupied position. A vacancy can be the result of the creation of a new position, a transfer, a resignation, a termination, a retirement or other means which leaves a budgeted position unoccupied.

Removing and reinstating an existing position from the budget shall not be allowed to circumvent the above.

Whenever a vacancy is filled, it shall be filled in accordance with this Article. In addition, no Veterans Preference Points and Disabled Veterans Preference Points shall be

- B. Recall from Lay off or Displacement/Restoration from Medical Demotion or Medical Demotion. (17.03)
- C. Promotion from Department of Personnel/Human Resources Departmental Promotional Eligible List /Career Demotion. (17.04)
- D. Transfer of the senior qualified employee. (17.05)
- E. Provisional promotion of the senior qualified bargaining unit employee in the next lower classification within the Department. (17.06)
- F. Promotion from Department of Personnel/Human Resources County Wide Promotional Eligible List/ Career Demotion. (17.07)
- G. Voluntary Demotion. (17.08)
- H. Provisional promotion of the senior qualified bargaining unit employee in the next lower classification within the bargaining unit on a County Wide basis. (17.09)
- I. Re-employment, reinstatement, new hire. (17.10)

NOTE: For the purpose of this section, Departments are described as those units which were formerly Road Commission Divisions and Departments in the General Fund as defined in 19.10. Effective November 30, 2000, Airports shall be considered a separate department.

17.02 Intra-departmental Selection of Job, Days Off and/or Shift Preference

or shift preference within the classification held by the employee.

- C. Upon notification of a position vacancy or shift change within a section of the division or yard, a qualified employee within the division may exercise his or her seniority for the vacancy or shift change
- D. Shift preference and days off shall be determined by the selection of the employee with the greatest amount of seniority.

It is understood by the parties that the shift system presently being utilized at the DPW or the Movable Bridge Operation will remain in effect.

- E. Filling of vacancies by shift preference shall be limited to two (2) moves resulting from any one vacancy. Thereafter, the department shall fill subsequent openings as provided by this Agreement.
- F. Should management find it necessary in the course of business to institute a reorganization which brings about substantial changes either in work location or job assignments, employees in the affected areas will be given an opportunity to bid on such changed jobs on a seniority basis, if qualified, provided the Union shall first be notified.
- G. A senior employee deemed not qualified for a job, days off and/or shift selection shall have recourse to the grievance procedure.
- H. The Department Authority shall post a notice for

Employees in the Department of Public Services (DPS) (persons in positions that were formerly represented by DPS Locals) with the exception of the Buildings Division desiring a "transfer" within the same classification and specialty, shall file a "Transfer Request Card" through the Union representative with the DPS Personnel Division, with a copy to the Union. All transfer cards must be filed by the Union representative. Employees who "transfer" must wait twelve (12) months after such "transfer" before being eligible for another "transfer". Additionally, any employee who turns down a previously requested "transfer" shall be required to wait six (6) months before eligible for another "transfer" request for that position or location requested.

- I. The compaction program shall be implemented on May 18, 1998. Work assignments within the compacted classifications shall be at the discretion of management based on an employee's knowledge, skills, experience and abilities, in addition to seniority.
- J. This section covering job and shift preference shall not apply to members of Locals 101 except for Paragraph C and D, and Paragraph H, sub paragraph 3.

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

**17.04 Promotions from Department of
Personnel / Human Resources
Departmental Promotional List/Career
Demotion**

- A. When experience is required for admission to the promotional examinations, both County and equivalent non County experience of the type required will be accepted.
- B. No examination shall conflict with Federal or State Equal Employment Opportunity regulations.
- C. Promotional examinations shall be job related.
- D. The rank on the eligible list will be established by eliminating all decimal points and fractions from the final score. The names of all the eligibles obtaining the same final score will be ranked in the order of greatest seniority. Selections from promotional eligible lists shall be made using the "Rule of Five" and then the "Rule of One" on an alternating basis as follows:
 - 1. A department will first select from any of the top five (5) eligibles on the list.
 - 2. After the first selection is made, the names below the person selected will move up on the list.
 - 3. The next position filled from that list by that same department shall be by selection of the person highest on the list.

Employees may indicate availability for: geographic location (Detroit, Downriver or Western Wayne County) and/or present department. Employees in Locals 101 shall continue their present practice.

- F. Regular part time employees with more than six (6) months seniority shall have prior rights to fill a full time vacant position in the classification they hold before new employees are hired. This shall not be permitted where it will deny a promotion to a more senior regular full time employee.
- G. Promoted employees shall be subject to a probationary period not to exceed six (6) months in order to demonstrate an ability to perform the duties and responsibilities of the position. Should the employee's work performance at any time during the six (6) month probationary period be unsatisfactory in the new position, the employee may be returned to a vacant position in his or her former classification. Notice and reasons therefore shall be submitted to the employee by the Employer or designated representative, with a copy to the Union. The matter may then become a proper subject of the grievance procedure in the event of disagreement by the employee.
- H. Council 25 shall be permitted to have one (1) representative present at oral examinations. When possible, the observer shall be from a Local of Council 25 not involved in the examinations and shall take no part in the oral examination whatsoever. The Union shall be notified of the examination when notices to the candidates are mailed, so that a representative may be present.
- I. The Union shall be consulted with respect to establishment of

the highest employee on an appropriate eligibility list, from the department where the vacancy exists. Any resulting temporary vacancy shall be filled in the same manner. Status shall not be gained by the promoted employee unless that employee is appointed from a subsequent certification to fill said position on a permanent basis and then all continuous service in the position shall be credited toward the probationary period.

- L. The parties hereby agree that it is the expressed intent of the Employer and the Union to provide a means for employees in higher classifications to become eligible to compete for positions in lower classifications thereby utilizing the certification process for promotional examinations to permit a change of occupational classifications for the higher classified employee. For the sole purpose of implementing and administering this section, the following Occupational Classifications are hereby established and recognized:

Professional
Technical
Clerical
Skilled
Service

- M. In order for an employee to be considered eligible to compete for a change in his or her Occupational Classification, the employee must first advise the Personnel Department in writing, of the intent to change Occupational Classifications, in accordance with the classifications as defined in Appendix A of this Agreement.

The names of employees who successfully pass the examination shall be placed on the eligible list in rank order.

- O. Employees certified from any promotional eligible list as a result of a career demotion or career shift to the classification in a different class series, shall be required to successfully complete a six (6) month probationary period.
- P. Should the employee's work performance at any time during the six (6) month probationary period be unsatisfactory, as a result of the career demotion or career shift, the employee shall not be entitled to be returned to his or her former classification, but may be returned to a lower position in his or her new or old Occupational Classification.

Note: Employees promoted through certification from an eligible list or by provisional promotion to temporary positions, or to regular positions on a temporary basis, shall not gain regular status by virtue of the time served in such temporary positions.

Employees promoted to temporary positions shall not forego any opportunity to promote to a regular permanent position by accepting a temporary promotion.

17.05 Transfer of the Senior Qualified Employee as Defined by Past Practice

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

Additionally, any employee who turns down a previously requested transfer shall be required to wait six (6) months before being eligible to submit another transfer request.

- B. Transfers without regard to geographical location are permitted for members.

17.06 Provisional Promotion of a Senior Qualified Bargaining Unit Employee in the Next Lower Classification within the Department

- A. A provisional promotion shall be made from the most senior qualified bargaining unit employee in the next lower classification in the department.
- B. Any employee provisionally appointed or promoted to a position within these bargaining units who holds and has held such appointment or promotion continuously in the same class for a period of six (6) months (1040 straight-time hours of work) shall be deemed to have regular status in the class in which such provisional appointment or promotion is held.
- C. The above provision shall not be applicable in any situation where an examination has been announced by the Department of Personnel/ Human Resources and its pending administration, except that in any specific situation where a period of four (4) months or more have elapsed following the publishing of the announcement, but without the conclusion of the examination (certification and appointment), the incumbent provisional employee shall be granted regular status upon petition of the Local Union.

17.08 Voluntary Demotion

- A. 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 as demonstrated by successfully passing a noncompetitive examination 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.
- B. Employees who voluntarily demote will not be eligible to be placed on a recall list for that classification from which they are demoted.

17.09 Provisional Promotion of a Senior Qualified Bargaining Unit Employee in the Next Lower Classification within the Bargaining Unit on a County-Wide Basis

- A. Any employee provisionally appointed or promoted to a position within these bargaining units who holds and has held such appointment or promotion continuously in the same class for a period of six (6) months (1040 straight time hours of work) shall be deemed to have regular status in the class in which such provisional appointment or promotion is held.
- B. The above provision shall not be applicable in any situation where an examination has been announced by the Department of Personnel/Human Resources and its pending administration, except that in any specific situation where a period of four (4) months or more have elapsed following the publishing of the announcement, but without the conclusion of the examination (certification and appointment).

17.10 Re-employment, Reinstatement, New Hire

A qualified employee represented by another AFSCME Local Union covered by this Collective Bargaining Agreement shall have preference over any applicant seeking a vacant position by way of, re-employment, reinstatement or new hire.

17.11 Equipment Assignments

Equipment assignments for Local 101 employees shall continue according to current practice; however, the Asphalt Paver and Roller will be assigned at management discretion.

17.12 Airport Transfers

Public Service Maintenance Workers (PSMW) with a commercial drivers license may bid for vacancies in Airport Maintenance Worker (AMW) positions at Metro Airport. The senior qualified PSMW selected must serve a six (6) month trial period. PSMWs selected will transfer in grade and at the same wage rate. If they do not successfully complete the trial period, they will be returned to PSMW vacancy in their previous assignment area or other like assignment area. Airport Maintenance Workers can in turn bid for PSMW vacancies. The senior qualified AMW selected must serve a six (6) month trial period. AMW's selected will transfer in grade and at the same wage rate. If they do not successfully complete the trial period, they will be returned to an AMW vacancy in their previous assignment area or other like assignment area at Metro or Willow Run.

18.02

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

ARTICLE 19 - LAYOFF, DISPLACEMENT AND RECALL

19.01 Layoff and Displacement Defined

- A. **Layoff** shall be defined as a separation from employment as the result of lack of work or lack of funds.
- B. **Displacement** shall be defined as the reassignment, transfer, or demotion of an employee because of:
1. the elimination of his or her position due to the discontinuance of an operation or lack of work and/or funds; or
 2. the displacement of a more senior employee (see B (1) above) resulting in the displacement of a less senior employee.

19.02 Notice of Layoff or Displacement

Notice of layoff or displacement shall be issued at the direction of the Director of Personnel/Human Resources and notice shall

19.03 Order of Layoff or Displacement

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

19.04 Preservation of Employee Status

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

19.05 Layoff Procedure

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

- A. Employees in classifications above the lowest three (3) classifications within a series shall be laid off or displaced on a departmental basis as follows:
1. Displacement to a vacant position in the same classification or a class on the same level for which the employee is qualified based on previous regular status in the class or meeting the qualifications listed on the most recent announcements for the class

3. Displacement to a vacant position in the next lower class level for which the employee is qualified.
 4. Displacement to a position held by the least senior employee in the next lower level for which the employee is qualified, in which event the least senior employee in that classification shall be displaced or laid off.
 5. Employees unable to be displaced within their department in accordance with the above provisions shall be displaced on a County wide basis under section 19.05 (B) below.
- B. Employees in a class within the three (3) lowest classifications in a series shall be displaced on a County wide basis as follows:
1. Displacement to a vacant position within the employee's department for which the employee is qualified, in the same classification or a class on the same level.
 2. Displacement to the position within the employee's department, for which the employee is qualified, held by the least senior employee in the same classification or an appropriate classification on the same level, in which event the least senior employee in that classification shall be displaced or laid off.
 3. Displacement to a vacant position for which the employee is qualified, in the same classification or appropriate classification on the same level County wide.
 4. Displacement to the position for which the employee is qualified, held by the least senior employee in that classification or an appropriate classification County-wide.

- C. As used above department shall mean the departments listed in 19.10 below and County wide shall mean all positions represented by the various AFSCME Locals party to this master agreement.

19.06

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

19.07 Union Management Cooperation

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

19.08 Bidding for Shift and Job Location

Within 60 days after the effective date of layoff and/or displacement as described herein, department or division management will allow displaced employees within the department, to bid on their desired shift or job location insofar as their seniority will allow, regardless of the existence of vacancies.

19.09 Recall from Layoff or Displacement

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

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

If an employee declines an appointment from a recall list to a position under conditions which the employee had previously accepted prior to layoff or displacement, that employee's name shall be removed from the recall list. An employee's name shall remain on the recall list for two (2) years or his or her length of seniority, not to exceed five (5) years.

19.10 **Departments Defined**

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

- Airports
- Management and Budget
- Corporation Counsel
- Personnel/Human Resources
- Information Technology
- Health and Community Services
Wayne County Library System
- Department of Public Services
Buildings Division
- Treasurer
- Register of Deeds
-

ARTICLE 20 - WORKWEEK

20.01

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

20.02

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

20.03

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

20.05

Where in the opinion of the parties an operation would better function on a four (4) day per week, ten (10) hours per day schedule, or at the request of the Union, the Employer may establish such a schedule with reasonable notice to the Union. Compensation, days off, beginning and ending dates for the operation, and other such matters shall be agreed upon by both parties prior to the implementation of the new schedule or other alternative work schedules.

ARTICLE 21 - WORK HOURS

21.01

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

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

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

21.02 **Shift Premium**

Employees covered by this Agreement shall be paid seventy five (.75) cents per hour in addition to the basic hourly rate, for all work performed during a regularly assigned second shift; and eighty five (.85) cents per hour, in addition to the basic hourly rate for all work performed during a regularly assigned third shift.

five (.85) cents per hour in addition to the basic hourly rate, for all work performed on a Sunday during their regularly scheduled workweek.

21.04 **Lunch Periods**

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

ARTICLE 22 - OVERTIME

22.01

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

- A. For all hours of work performed in excess of the regularly scheduled eight (8) hour workshift.
- B. For all hours of work performed on the sixth (6th) day of the employee's workweek provided the employee is paid for the standard 40 hours in the workweek. If not, hours worked on the sixth (6th) day will be compensated at straight time until the 40-hour requirement is met.

22.02

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

defined as work necessitated by any cause which could not have been foreseen by management at least twenty-four (24) hours in advance.

22.03

Overtime compensation shall be paid in accord with the current practice and this Agreement.

22.04

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

22.05

Non bargaining unit employees shall not perform bargaining unit work except in bona fide emergencies. Bargaining unit employees shall be called to perform such work whenever possible.

22.06

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

It shall be the responsibility of the Union Steward to audit the publicly posted overtime records and indicate

for overtime assignments during the posting period (December 1 through November 30) and the Union is able to show that the same supervisor missed the employee, he or she will be paid the appropriate overtime amount.

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

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

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

22.07 Applicable to Locals 25, 409, 1659 Only

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

22.08 Applicable to Local 101 Only

22.09 Call Time

Any employee called to work on hours other than his or her scheduled hours of work shall be paid a minimum of four (4) hours compensated at one and one half (1½) times his or her regular hourly rate, providing the call time does not overlap the employee's regular work shift. Call time shall not overlap other call time.

22.10 Stand by Time

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

ARTICLE 23 - TEMPORARY ASSIGNMENTS

23.01

- A. No employee shall be assigned duties normally considered commensurate with a classification higher than that which the employee holds except in cases of a stated emergency or vacation replacements. Stated emergencies relative to temporary assignments shall mean that employees normally assigned in the classified positions to which the temporary assignment is made are temporarily unavailable.
- B. When an employee is temporarily assigned to a higher classification for a period of two (2) consecutive workdays, the employee shall be compensated upon the third (3rd) workday from the first hour on the temporary assignment.
- C. When an employee is temporarily assigned to a higher classification, the employee shall be compensated at the rate established for the higher classification utilizing the appropriate

23.02

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

- A. Positions filled are of cyclical or seasonal nature.
- B. Position created by a work project (temporary assignment for the duration of the project).
- C. Position created by the leave of absence of an employee.
- D. After six (6) months, refer to Article 17 Filling of Vacancies.

23.03

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

23.04

It is mutually agreed that the procedure now in use to provide payment for non contested temporary assignments shall be incorporated herein by reference.

23.05

- A. During snow and ice control operations, those employees classified as Laborer shall have the two (2) day requirement waived when temporarily assigned to a higher classification for any reason.

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

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

Every bargaining unit member will annually be given a written audit of his or her vacation leave bank. Further, an employee will be notified one (1) month prior to reaching the maximum allowable accumulation. Written audits and notification will be discontinued upon implementation of the new County payroll system including the leave bank audit feature.

24.11 Scheduling of Vacation

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

24.12

Employees who attempt to schedule less than full week vacations on a continuing basis during prime vacation time shall not be allowed to exercise their contract

24.14

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

24.15

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

24.16

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

ARTICLE 25 - SICK LEAVE

25.01

Every full time employee shall be entitled to utilize sick leave after six (6) months of continuous service based upon the limits spelled out below. Full time employees shall be entitled to accumulate sick leave credits of eight (8) hours, computed at straight time, for each completed month of service; provided, however, that no sick leave credit shall be granted in any calendar month in which the employee has had less than

25.03 Primary Bank

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

25.04

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

- A. The value of the time shall be frozen at its July 30, 1984* dollar amount.
- B. For retirement, the amount paid shall equal 75% of the July 30, 1984* dollar amount which may be credited toward an employee's average final compensation;
- C. For termination, the amount paid shall equal 50% of the July 30, 1984* dollar amount which may be credited toward an employee's average final compensation; and,
- D. Upon death, the amount paid shall equal 100% of the July 30, 1984* dollar amount which may be credited toward average final compensation for the calculation of survivor benefits, if any.

25.05

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

- C. It shall be paid at 80% of its frozen dollar value, payment may be in cash or in the form of deferred compensation;
- D. No portion of the cash payment shall be counted toward average final compensation; and
- E. Payments shall be available for one (1) thirty (30) day period annually, beginning March 1, 1991 and every March 1st thereafter for the term of this Agreement.

25.06

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

25.07 Secondary Bank

All sick time earned in accordance with Section 25.01 shall be deposited in a secondary bank. However, no more than 72 days may be accumulated in the secondary bank. Time in the secondary bank must be used before primary bank time may be used.

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

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

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

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

25.09

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

25.10

The employee may be required by the designated management representative, within reason, to produce evidence in the form of valid medical documentation of the reason for the absence during the time for which sick leave is requested. A department head may grant sick leave to an employee for periods of illness not exceeding 30 calendar days. All requests for sick leave for more than 30 calendar days, duration of which

25.11

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

25.12

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

25.13

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

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

25.14

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

25.15

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

25.16

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

25.17

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

25.18

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

25.19

Except as provided in Section 25.21 of this article, and except for employees with less than two (2) years of continuous service, upon separation from the service, employees shall be paid for all unused accumulated sick leave in accordance with Sections 25.03 through 25.07.

25.20

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

25.21 **Personal Business Leave**

All full time employees who have completed one year of service and have accumulated sick leave in accordance with this article shall be entitled to utilize such sick leave for personal business leave not to exceed four (4) days in any one anniversary year. The anniversary year shall be defined as the date on which the employee is entitled to receive the three (3) annual leave days for non use of sick leave.

25.22

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

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

25.24

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

25.25

Personal business leave days granted by the department shall not be counted against the three (3) day vacation bonus for non-use of sick leave as provided in Section 25.13 of this Article.

25.26 **Cash Plan Sick Leave Program**

- A. A new Cash Plan sick leave program shall be adopted to begin effective January 1, 1998.
- B. Employees who were members of the bargaining unit prior to January 1, 1998, shall have the option of remaining under the sick leave plan provided in Section 25.01 or electing to participate in the Cash Plan provided in this section. Members of the bargaining unit who elect to participate in the Cash Plan must give notice on the form provided by the County during the month of November, 1997 or during November in years following. Employees in the Cash Plan may not return to the plan provided for in Section 25.01.
- C. Employees entering the bargaining unit on or after January 1, 1998 shall not have an option but shall be automatically covered by the Cash Plan.
- D. On or about January 1, 1998, and each year thereafter, all permanent full-time employees covered by the Cash Plan will be credited with twelve (12) days of sick leave. Permanent part-time employees will be credited with six (6) days of sick leave. They shall also be credited on or

income benefit plan. Sick leave accumulated for this purpose shall have no cash value.

Permanent full-time employees entering the bargaining unit after January 1, 1998 will receive a pro rated credit for sick leave equal to eight (8) hours for

- E. each full month of the calendar year remaining. New permanent part-time employees will receive four (4) hours for each full month of the calendar year remaining.
- F. The first six (6) days [the first three (3) days for part-time employees or fifty percent (50%) of total prorated days for new employees] of unused sick leave days will be paid by April 1 of the next calendar year at a rate of seventy five percent (75%) of the then current value of such sick leave. Such payments shall be included in average final compensation for pension purposes.
- G. Employees separating during the calendar year shall be paid on a pro rated basis for unused sick leave and bonus time on the same basis as indicated above.
- H. All sick leave earned under prior sick leave plans shall be frozen and may be used in accord with those plans.

ARTICLE 26 - LEAVE WITHOUT PAY

26.01

A regular employee who has successfully completed his or her probation period may be granted a leave of

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

26.02

An employee must exhaust all annual leave prior to the commencement of any leave without pay, except for leaves under 26.01 (A) and (C). If the leave is requested because of the physical or mental disability of the employee, all sick leave must be exhausted. If an employee requests a leave 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.

26.03

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 year equals 2080 hours of paid time in a twelve (12) month period) may be granted additional six month extensions, not to exceed a total leave without pay of eighteen (18) months. All extensions

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

Leaves 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 head and the Department of Personnel/ Human Resources for a period not to exceed six (6) months in total.

26.04

An employee who is attempting to return to work from a leave 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.

26.05

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 provisions of this Agreement.

26.06 Insurance Continuation

A. Employees on leave in accord with Section 26.01

Employer for a period not to exceed six (6) months following termination of sick leave pay; provided, however, the employee shall have four (4) continuous years of service.

26.07 **Military Leaves**

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

26.08

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

ARTICLE 27 - BEREAVEMENT LEAVE

27.01

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

27.02

Bereavement leave shall be 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.

grandchildren, stepchildren, stepbrothers, stepsisters, half brothers and half sisters.

27.04

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.

27.05

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.

27.06

In the event that a holiday as defined in Article 28 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 annual leave or sick leave, such leave shall be credited to the appropriate leave bank.

27.07

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

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
State and National General Election Days
Three (3) swing holidays

Effective beginning December 1, 1997, all employees of record on the date the County Executive signs this agreement will receive a day off for their birthday, subject to prior approval of management. All other employees must complete one year of service before they are eligible. Under normal circumstances, if an employee's birthday falls on the employee's sixth (6th) workday, the employee will receive the preceding day off. If the employee's birthday falls on the employee's seventh (7th) workday, the employee shall receive the following day off. If management determines that an employee cannot take his or her birthday off, the employee shall be granted equivalent time off within thirty (30) days following the employee's birthday.

28.02

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

28.03

28.04

Temporary and seasonal employees with less than six (6) months of continuous service who are not scheduled to work on a holiday shall receive no compensation for such holiday. Such employees who work a holiday shall be compensated only at straight time rates for time actually worked.

28.05

Part time employees who are not scheduled to work on a holiday shall not receive compensation for the holiday nor be allowed any additional time off in lieu thereof. Part time employees who are scheduled to work on a holiday shall be granted time off with pay for said holiday. Part time employees who work on a holiday shall be paid 200% of their regular straight time rate for all hours worked on said holiday.

28.06

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

28.07

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

A. Except as provided in subsection (B) below, and Article 22, Section 22.02 (B), full time employees

work on any holiday other than those enumerated in Section 28.07 above, shall be paid in cash at the rate of one hundred fifty percent (150%) for all hours worked in addition to their regular pay for the holiday. Employees shall be paid for unused holiday leave accumulated under previous agreements. Payment shall be made at straight time not more than sixty (60) days following execution of this Agreement by the County Executive.

28.08

Whenever one of the holidays enumerated in Section 28.01 above falls on a day which is a regular day off for a shift employee working in a seven day operation, the employee shall be paid an additional eight (8) hours of straight time at the employee's regular rate of pay. Whenever one of the holidays enumerated in Section 28.01 falls on a day which is a regular day off for a shift employee working in a seven-day operation, and the employee works that holiday, Section 28.07 shall apply.

28.09

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

28.10

For the purpose of this article, except as provided in 28.01 above, whenever one of the designated holidays

28.11

Members of Local 1659 who are employed in the Recorders Court shall observe the holiday schedule of the Court. No employee shall be granted time off with pay for a greater number of holidays than designated in Section 28.01. Should the situation arise where, in order to observe the Court's holiday schedule, an employee would be granted more holidays than permitted under Section 28.01, an employee shall report for work or use accumulated annual leave or personal business leave if eligible. Time off on Good Friday will continue to be governed by the Civil Service Rules.

ARTICLE 29 - INSURANCE PROGRAMS

Except where it is in conflict with the express terms of this agreement the *Wayne County Health and Welfare Benefit Plan* ("the Plan") effective December 1, 1990 is hereby incorporated by reference.

29.01 Medical Insurance

The Employer shall continue to provide at its expense medical benefits for full time, permanent employees within the bargaining unit, and their legal dependents. The coverage provided shall be equal to Blue Cross/Blue Shield Professional Services Group (PSG) Benefit Certificate and Comprehensive Hospital Care (CHC) Group Benefit Certificate, with prescription rider (Preferred RX Plan for Blue Cross-Blue Shield Plans) and \$5.00 deductible (except Option 1 under Section 29.03 (A)), mandatory consultation of elective surgery rider, hospice care rider, precertification of elective inpatient hospital admission rider, and precertification of hospital length of stay for inpatient hospital

following consultation with the Union. Eligible employees can remain in the plan they are now in or move to or from their HMO, PPO or Blue Cross-Blue Shield Traditional during the enrollment period. During each open enrollment period, eligible employees may make a new selection; except effective upon execution of this Agreement by the County Executive, all new hires, rehires, re-employed and reinstated employees shall automatically be placed and remain in the PPO.

Upon execution of the Agreement by the County Executive, the prescription co-pay shall be \$10.00.

29.02 Master Medical

The Employer shall continue to provide Master Medical Supplemental Benefits Catastrophic Coverage Plan Option 3 Insurance for each active employee in the bargaining unit who has elected PSG & CHC coverage. The program will include a \$50 per person or \$100 per family deductible and an 80%-20% co-pay.

29.03 Health Care Opt-out Program

A. All eligible employees may also choose to opt-out of the health care options provided by Section 29.01 above in favor of the Opting-Out Program described below. Employees must provide proof of insurance elsewhere. A cash rebate for opting out of coverage will equal \$1,000.00 paid in a lump sum amount within ninety (90) days after receipt of the notice of option selection.

1. Upon the hire, rehire or transfer into an eligible job classification, annual open enrollment, or initial coverage by other health insurance, an employee may elect to opt-out of health insurance plans offered by the Employer.

2. Only employees who are covered by other

3. Once elected in writing by the employee, the opt-out is irrevocable until the next open enrollment, unless the other health coverage is lost. If an employee re-elects Employer coverage due to loss of other coverage as allowed in (5) below, he or she will be automatically placed in the medical plan of the Employer's choice.

4. An employee who wishes to opt-out shall certify to the Employer in writing that he or she is covered by other health insurance, the name of the group health plan, the other employer, in what capacity he or she is covered, and the name of the insurer or payor of the other plan. The Employer's coverage shall terminate as of the end of the month following receipt of the notice.

5. An employee who loses the other health insurance must notify the Employer in writing of the reason why coverage was lost. An employee may return to coverage by purchasing back into the program. Following re-enrollment, coverage provided by the Employer shall be effective on the first day of the month following notice and purchase.

6. Notice is considered received by the Employer upon receipt of the appropriate written notice on a form authorized for this purpose in the Employer's Risk Management Division.

29.04

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

In the event the Health Security Act (or other Federal legislation which provides health-care coverage for employees covered by this Agreement) is enacted into law during the term of this Agreement, the parties agree to renegotiate the provisions of this section as needed upon request.

29.05 **Dependent Coverage**

In the event of the accidental death of an employee, resulting from the performance of his or her duties, the Employer shall provide at its expense medical, optical, and dental benefits for surviving legal dependents. Eligible dependents shall be defined as unmarried children, up to the age of 25 and legally dependent in accordance with the Internal Revenue Service regulations, and spouse who was legally residing with the employee at the time of death. Coverage will continue for the eligible spouse until remarriage. An employee's legal dependents will be determined eligible for these benefits only if survivors qualify for workers' compensation as a result of the employee's accidental death.

29.06

Dependent children will be covered under the plan of participation until the end of the year in which they have reached age 19. Coverage may be continued until the end of the year in which they reach age 25 if employees certify the following annually for dependent children:

- A. Active enrollment in college or university by letter from the registrars office of the school of attendance.
- B. Dependency.

the employee's payroll or pension check. The cost will be \$30.00 per month for the life of this Agreement.

29.08

Handicapped dependent children over the age of 19 will be carried, at no expense to the employee, so long as he or she meets the terms and conditions of the Social Security Administration guidelines, and as long as the employee remains eligible for health care coverage. Risk Management Division will request the following:

- A. Completed form #0407-07, Blue Cross - Blue Shield of Michigan or like form from other health provider. This form is called Disabled Dependent Application. These forms will be supplied to the employee by the Risk Management Division.

29.09

The Employer will continue to coordinate medical and dental benefits with insurance carriers of spouses and dependents of Wayne County active employees. It is a requirement that all employees and retirees provide Risk Management with current information as to changes in marital, employment and insurance status.

29.10 **Optical Program**

The Employer shall continue to provide retirees' and an active employees' self-insured optical reimbursement program with a \$75.00 maximum benefit level for each retiree and family member, and a \$175.00 maximum benefit level for each active employee and family member who is currently covered under the Professional Services Group Benefit Certificate and Comprehensive Hospital Care Group

29.11 Dental Insurance

The Employer shall provide a dental plan for each active employee in the bargaining unit and qualified dependents. Employees who are hired on or after this Agreement is executed by the County Executive, when eligible for dental coverage, will be placed in the plan of the County's choice for at least one year and until the next open enrollment period. All other employees shall be covered by the dental plan with levels as described below, or by the Dental Maintenance Organization plan as described in 29.15.

29.12 Class I Benefits

100% on diagnostic services, preventive services, restorative services, or oral surgery services. Maximum of \$1,000 per person per benefit year.

See service definitions below:

Diagnostic Services:

Services usually employed by dentists in evaluating existing conditions and the dental care required. Such services may include: consultations, diagnosis and diagnostic aids.

Preventive Services:

Dental procedures or techniques usually employed by dentists to prevent the occurrence of dental abnormalities or disease. Such services may include: prophylaxis and topical application of fluoride solution.

Restorative Devices:

Services usually employed by dentists to rebuild, repair or reform the tissues of the teeth. Minor services usually include amalgam, synthetic porcelain, etc.

Oral Surgery Services:

Extractions and other oral surgery procedures usually employed by a dentist.

29.13 Class II Benefits

Provides for prosthodontic services, endodontic and periodontic services 85% paid, included in \$1,000.00 maximum per person/per benefit year.

See service definitions below:

Endodontic Services:

Procedures usually employed by a dentist for the treatment of teeth with diseased or damaged nerves (i.e.; root canals).

Prosthodontic Services:

Provides for bridges and partials and complete dentures. In other words, appliances that replace missing natural teeth.

Periodontic Services:

Procedures usually employed by dentists for the treatment of diseases of the gums and supporting structures of the teeth.

29.14 Class III Benefits

Provides for orthodontic services defined as treatment and procedures required for the correction of malposed teeth. 50% paid up to a maximum benefits of \$500.00 per person lifetime. No age limit restrictions.

next open enrollment. The County will select the DMV carrier. The services and coverage levels are as follows:

<u>CLASS I</u>	<u>COVERAGE</u>
Diagnostic and Preventative Services: Examinations, Cleanings, Space Maintainers, Palliative Treatment and Single Radiographs, Fluoride Treatments Are Covered To Age 19 Only.	100%

<u>CLASS II</u> Restorative & oral surgery services: Radiographs (Full Mouth and Panorex) Fillings, Crowns Extractions & Other Oral Surgery Procedures	100%
---	------

<u>CLASS III</u> Prosthetics Endodontics (Root Canals), Bridges and Dentures (Partials and Complete)	85%
---	-----

<u>CLASS IV</u> SPECIALTY CARE Oral Surgery Endodontics Periodontics Pedodontics	85%
---	-----

<u>CLASS V</u> Orthodontics: Braces Under Age 19 Braces Age 19 and Over	100% Maximum Co-Pay \$1,250.00
--	--------------------------------------

29.16 Life Insurance

The Employer shall pay the full premium for \$20,000 of group life insurance for each full-time permanent employee within the bargaining unit.

Supplemental life insurance

29.18 Workers' Compensation

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

29.19

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

29.20

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

29.21

Employees on workers' compensation shall receive medical, optical, life, and dental insurance benefits for 18 months.

29.23

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

29.24 Long-Term Disability Income Benefit Plan

Members of the bargaining unit shall be covered by a long-term disability income protection plan which pays a member 60% of gross salary up to a maximum of \$1,600.00 per month. An employee covered by the Long-Term Disability Income Benefit Plan qualifies for benefits after 60 calendar days of illness or disability, or the use of all sick time, whichever occurs last. Effective January 1, 1998, the eligibility threshold for employees in the Cash Plan sick leave program will be reduced to thirty (30) calendar days. The employee shall receive benefits under the terms and conditions of the *County of Wayne, Michigan, Long-Term Disability Income Benefit Plan, as amended and restated as of December 1, 1996.*

29.25

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

29.26

Employees receiving long term disability must cooperate in efforts to receive treatment and

29.28

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

29.29

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

29.30 Optional Insurance

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

29.31 Other Insurance

Employees may purchase non-county related, additional income protection insurance with no coordination of benefits.

ARTICLE 30 - RETIREMENT

30.01 General Provisions

- A. The detailed provisions of the Wayne County Employee's Retirement System shall control except where changed or amended below.
- B. Each employee shall participate in one of the Defined Benefit Plans or the Defined Contribution

enrollment period (See 30.06). The Hybrid Plan No. 5 shall be mandatory for all new employees hired and former employees re-employed, re-instated or rehired on or after November 16, 2001. Any employee hired on or after December 1, 1990 shall not be eligible for insurance and health care benefits upon retirement unless they retire with thirty (30) or more years of service; however, effective November 16, 2001 employees in Plan No. 2, Plan No. 3 and Plan No. 4 shall be eligible to retire with insurance and health care benefits provided he or she has fifteen (15) or more years of service and is age sixty (60).

- D. One (1) year of service equals 2080 straight time hours. No more than one (1) year of service credit may be earned in any one (1) calendar year.
- E. Average final compensation shall be equal to 1/60 of the aggregate amount of compensation paid during the five (5) years of credited service in which the aggregate amount of compensation is greatest. For employees in Plan 1 only, average final compensation shall be equal to 1/48 of the aggregate amount of compensation paid during the four (4) years of credited service in which the aggregate amount of compensation is greatest.
- F. Employees who on or after December 1, 1990, elect to receive a deferred retirement option upon separation from County service, shall not be eligible to receive insurance and health benefits upon satisfying normal age and service requirements for a deferred retirement pension.
- G. Eligible employees in Defined Benefit Plan 2 and Defined Benefit Plan 3 shall receive a duty disability retirement benefit which will equal 75% of the employee's average final compensation.

Years of
Credited Service

Percentage of
Total Compensation

0 - 8	6.58%
9 - 12	4.58%
13 - 16	3.58%
17 - Plus	2.58%

- B. Normal retirement shall mean 25 years of credited service at age 50 or five (5) years of credited service at age 60. Effective December 1, 1997, employees in Plan No. 1 with 30 or more years of credited service shall be eligible for normal retirement regardless of age.
- C. Employees eligible for normal retirement may retire with a pension benefit formula of 2.65% of average final compensation (AFC) multiplied by all years of credited service.
- D. The maximum retirement benefit shall not exceed 75% of average final compensation regardless of the formula used and regardless of the source of funding. This provision shall not apply to those employees with 30 or more years of credited service on or before April 1, 1996.
- E. **Transfer Options**
A member of the Defined Benefit Plan No. 1 may exercise one of the following options:
 1. Remain in Defined Benefit Plan No. 1.
 2. Transfer to the Defined Benefit Plan No. 2 in accordance with the Wayne County Retirement Ordinance. Upon election of such transfer, the employee shall:
 - a. Be credited with the same number of years

- c. Receive a bonus from the Reserve for Employer Contributions equal to 50% of the employee's accumulated contributions.

3. Transfer to the Defined Contribution Plan No. 4. Upon election of such transfer, the employee shall:

- a. Receive a refund of the employee's accumulated contributions which includes regular interest.
- b. If vested, relinquish all vested benefits in Defined Benefit Plan No. 1.
- c. Receive a bonus matching payment of \$2.00 for each \$1.00 contributed to the Defined Contribution Plan No. 4 for a period equal to the years and months of credited service before the transfer. The bonus matching payments shall be in addition to the regular Employer contributions as provided in Section 30.05 (B).

- F. Once an employee has elected to withdraw from Defined Benefit Plan No. 1, that employee may not return.

30.03 Defined Benefit Plan No. 2

- A. Normal retirement shall mean 25 years of credited service at age 55, 20 years of credited service at age 60, or eight (8) years of credited service at age 65. Effective the date of execution by the County Executive, normal retirement shall also include fifteen (15) years of credited service at age 60.

- C. Compensation does not include payouts of sick, annual leave or holiday banks unless expressly provided for in this Agreement.

- D. Vesting shall occur after eight (8) years of credited service.

- E. There is no employee contribution.

- F. Once an employee has elected to withdraw from Defined Benefit Plan No. 2, that employee may not return.

30.04 Defined Benefit Plan No. 3

- A. Normal retirement shall be 25 years of credited service at age 55, 20 years of credited service at age 60, or five (5) years of credited service at age 65. Effective the date of execution by the County Executive, normal retirement shall also include fifteen (15) years of credited service at age 60.

- B. The amount of retirement compensation shall be equal to the sum of one and one half percent (1.5%) of average final compensation multiplied by credited service for the first 20 years, and two percent (2%) of average final compensation for the next five (5) years of service, and two and one half percent (2.5%) of average final compensation times service for years over 25.

- C. Vesting shall occur after eight (8) years of credited service.

- D. The employee contribution shall equal three percent (3%) of total compensation.

- E. Employees in Defined Benefit Plan No. 3 may

3. Receive a bonus of \$2.00 for each \$1.00 contributed by the employee for the years and months of credited service in Plan 3.
4. Once an employee has elected to withdraw from Defined Benefit Plan No. 3, that employee may not return.

30.05 **Defined Contribution Plan No. 4**

- A. All employees who elect the Defined Contribution Plan shall contribute not less than one percent (1%) nor more than two and one half percent (2.5%) of gross wages to the plan. Effective December 1, 1999, participants in Defined Contribution Plan No. 4 with twenty (20) or more years of credited service may contribute up to three percent (3%) of gross wages to the plan.
- B. The Employer shall contribute \$4.00 for each \$1.00 the employee contributes. Effective December 1, 1995, the County shall contribute \$5.00 for each \$1.00 the employee contributes after 20 years of service.
- C. Vesting in the Defined Contribution Plan shall occur as follows:
 1. An employee with less than three (3) years of total County credited service who voluntarily terminates employment shall be permitted to withdraw only the employee's contribution plus earnings on those contributions, if any.
 2. After three (3) years of total County credited service or upon involuntary termination of employment other than for cause, the

Executive, normal retirement shall also include fifteen (15) years of credited service at age 60.

- E. Employees who "retire" under the Defined Contribution Plan must meet all age and service requirements to be eligible for insurance and health care benefits. Employees who "retire" under the provisions of this plan shall be eligible for the same insurance and health benefits as an employee retiring from a Defined Benefit Plan. Effective December 1, 1999, retirement eligible Defined Contribution Plan No. 4 participants who withdraw all funds from the plan at retirement shall be entitled to survivor health care benefits. Duty and non-duty disability retirees will be eligible December 1, 1997 (if like benefits are available for Defined Benefit Plan employees).
- F. Once an employee has opted for the Defined Contribution Plan No. 4, that employee may not opt for a Defined Benefit Plan, except he or she may transfer to the Hybrid Plan 5 during the one-time enrollment window period.
- G. Effective beginning December 1, 1997, Defined Contribution Plan No. 4 participants may contribute an additional 7.5% of gross wages to the Plan annually with no matching County contribution. The combined total contribution that an employee may make to Plan No. 4 and to the Deferred Compensation Program (the 457 Plan) cannot exceed \$30,000.00 annually, and must otherwise conform to Internal Revenue Service Rules and Regulations.

30.06 **Hybrid Retirement Plan**

A. General Provisions:

1. The Hybrid Retirement Plan shall be mandatory

- a. Fifty percent (50%) vested in the Employer's contribution upon completion of one (1) year of service;
 - b. Seventy-five percent (75%) vested upon completion of two (2) years of service; and
 - c. One hundred percent (100%) vested upon completion of three (3) years of service.
3. Upon termination, an employee may select one (1) of the following distribution options:
- a. Lump sum distribution of the vested account balance,
 - b. Rollover of the vested account balance into a qualified plan, or
 - c. Annuitizing the vested account balance if the employee is also eligible for a defined benefit pension.

30.07 Purchase of Military Service

All employees may purchase up to a total of six (6) years prior military service at full actuarial cost. Purchase shall be in one (1) month increments with twelve (12) months of purchased credited service needed for one (1) year of credited service. The Retirement Commission shall establish rules for implementation of this section.

30.08

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.

- B. Employees eligible for early retirement on or before November 30, 1990 will be eligible to elect early retirement during the 90 day period prior to November 30, 1997; November 30, 1998; November 30, 1999; and November 30, 2000.
- C. Employees with sixteen (16) or more years of service on November 30, 1990 may purchase up to four (4) years of additional credited service to attain the twenty (20) years of credited service at the full actuarial cost. Purchase shall be in one (1) month units. Twelve (12) months shall be purchased in order to receive a full year of credited service.
 1. At least fifty percent (50%) of the amount due shall be paid to the Retirement System upon election of this purchase agreement. The balance of the payment, if any, shall be deducted in equal monthly installments from the retirement checks over a period of four (4) years. The interest rate on the balance shall be established by the Retirement Commission, but it shall not be less than the rate of interest paid on one (1) year Treasury Bills at time of election. No pre payment shall be permitted.
 2. Members retiring after electing to purchase time under this section shall not be eligible for group health benefits as provided to other retirees until the entire payment is made.

30.10 Early Retirement - November 30, 1994

- A. All Plan 1 employees who have twenty (20) years of credited service in the Retirement System on or before November 30, 1994 may elect to accept early retirement regardless of age.

purchase up to four (4) years of additional credited service to attain the twenty (20) years of credited service at the full actuarial cost. Purchase shall be in one (1) month units. Twelve (12) months shall be purchased in order to receive a full year of credited service.

1. At least fifty percent (50%) of the amount due shall be paid to the Retirement System upon election of this purchase agreement. The balance of the payment, if any, shall be deducted in equal monthly installments from the retirement checks over a period of four (4) years. The interest rate on the balance shall be established by the Retirement Commission, but it shall not be less than the rate of interest paid on one (1) year Treasury Bills at time of election. No prepayment shall be permitted.
 2. Members retiring after electing to purchase time under this section shall not be eligible to receive group health benefits as provided to other retirees-until the entire payment is made and until they have reached the date when they otherwise would have met the age and service requirements for regular retirement.
- D. All years of service for early retirees under this section will be multiplied by 2% of average final compensation.
- E. Post retirement medical benefits for early retirees under this section shall be granted on the date they would have otherwise reached the age and service requirements for regular retirement.

30.11 Retiree Insurance Benefits

- A. The Employer shall provide \$5,000 of life insurance

ARTICLE 31 - UNEMPLOYMENT INSURANCE

31.01

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

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

ARTICLE 32 - UNION BULLETIN BOARDS

32.01

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

32.02

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

ARTICLE 33 - MILEAGE ALLOWANCE

1 of each year, in accordance with the composite cost for driving 10,000 miles, which is published annually by the American Automobile Association, (AAA) in the publication, *Your Driving Costs*.

- First 300 miles - AAA published rate less \$.04/mile
- Next 300 miles - AAA published rate less \$.06/mile
- Over 600 miles - AAA published rate less \$.08/mile

33.02 **Definition of Reimbursable and Non Reimbursable Mileage**

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

33.03

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

The Employer shall pay each monthly mileage allowance check no later than the second pay period of the month following the month in which it is incurred.

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

ARTICLE 34 - WAGE ADJUSTMENTS

34.01

It is agreed between the parties that all County employees represented by AFSCME, Local 25, Local 101, Local 409 and Local 1659, shall continue to be paid under the County Graded Salary Plan.

34.02

Effective December 1, 2000, all employees of record within the grade as of the date the County Executive signs the collective bargaining agreement will receive a 3% increase in their base wage rate.

34.03

Effective December 1, 2001, all employees of record within the grade will receive a 3% increase in their base wage rate.

34.04

Effective December 1, 2002, all employees of record within the grade will receive a 3% increase in their base wage rate.

34.06

Only eligible employees within the grade who are of record on the date the County Executive signs the collective bargaining agreement will be eligible to receive general increases (GI) and annual service adjustments (ASA). Employees who are at, or who reach the grade maximum, will only be eligible to receive a general increase (GI) each December 1 during the term of the collective bargaining agreement subject to the maximum of the grade. Employees who are above the grade maximum will not be eligible to receive either the GI or an ASA. Employees over the grade maximum will receive a lump sum payment of \$500 paid on their anniversary date; however, payment is not included in AFC or base wage. Annual service adjustments will only be granted during the term of the collective bargaining agreement.

34.07 Annual Service Adjustments

- A. Effective June 1, 1998, all active employees with at least one (1) year of continuous permanent, full-time County service who have worked or been paid at least 1040 straight-time hours in the last 12 months, shall receive a 3.5% annual service adjustment. Thereafter, June 1 shall be considered their anniversary date for future annual service adjustments.
- B. Active employees with less than one (1) year of continuous, permanent, full-time County service on June 1, 1998, will receive the 3.5% annual service adjustment on their anniversary date provided they have worked or been paid at least 1040 straight-time hours in the 12 months preceding their anniversary date.
- C. Employees who on June 1, 1998

- D. In addition to the annual service adjustments provided for in paragraphs (A) and (B) above, all currently active, full-time, permanent employees shall receive additional annual service adjustments of 3.5% during the term of the collective bargaining agreement, provided they have worked or been paid at least 1040 straight-time hours during the 12 months preceding their anniversary dates and provided the new wage rate does not exceed the maximum of their pay grade. In the event the new wage rate would exceed the maximum of the employee's pay grade, eligible employees will receive that portion of the adjustment up to, but not to exceed, the maximum of the pay grade. However, employees above the midpoint in their pay grades who have received at a minimum a written reprimand and a suspension of five (5) days, or more during their anniversary year, shall not receive the annual service adjustment unless the suspension has been reduced below five (5) days or rescinded by an arbitrator. Where it has been determined that an employee will not receive an annual service adjustment due to his or her discipline record, the Labor Relations Division will notify the employee's Local Union and the Staff Representative for Council 25.

34.08 Promotion Rule

An employee who is promoted on or after May 18, 1998, shall have his or her wage rate adjusted by 7%, provided the new wage rate is not less than the minimum rate nor greater than the maximum rate of the higher classification.

34.09 Demotion Rule

provided the new pay rate is not less than the minimum rate nor greater than the maximum rate of the lower classification.

34.10

The anniversary date for an employee promoted or demoted after May 18, 1998, shall be the effective date of that event.

34.11

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

34.12

Wage rates for employees hired, re-hired or re-employed on or after May 18, 1998, shall not exceed the maximum of their pay grades.

34.13 Skilled Trades

All employees in skilled trades classifications shall receive general increases of 3%, or the rates of the Skilled Trades located in the Buildings Division, whichever is greater, each December 1st during the term of the collective bargaining agreement.

34.14 Snow and Ice Premium

Employees in Local 101 who are required to work on

Local 101 employees required to operate a snow plow or blower during the period December 1st through March 31st, at Metro or Willow Run Airports, will receive an additional premium of \$1.00/hour for each actual hour of operation. This premium shall not be included in the computation of overtime rates or other premiums.

Effective February 23, 1998, Local 1659 employees in the classifications of Maintenance Mechanic and Equipment Operator possessing a valid commercial drivers license who are required to clear snow and ice at the Wyandotte Wastewater Treatment Plant will receive a premium of \$1.00/hour for each actual hour worked on such assignments. This premium shall not be included in the computation of overtime rates or other premiums.

ARTICLE 35 - SEVERABILITY CLAUSE

35.01

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

ARTICLE 36 - TUITION REIMBURSEMENT

classification in the County of Wayne for which he or she is reasonably preparing to qualify.

- B. Courses are conducted by an accredited educational institution.
- C. Correspondence courses may be eligible for reimbursement.

36.02 Amount of Reimbursement

The refund will be one hundred percent (100%) of actual tuition but not more than fifteen hundred dollars (\$1,500.00) per fiscal year. Refund payments will not include the cost of books, supplies or equipment. More than two (2) college courses per term will be approved only under circumstances acceptable to the Employer.

36.03 Application Process

The application process shall be as follows:

- A. An employee must complete an application form provided by the Employer and submit it for Departmental approval.
- B. At least two weeks before the training or class is scheduled to begin, the employee must submit the completed application in triplicate to the Department of Personnel/Human Resources.
- C. After the employee's application is reviewed by the Department of Personnel/Human Resources, the employee will be informed of the Department's decision.
- D. If an employee withdraws, substitutes, or for any reason does not successfully complete the approved course(s), the employee should

A. Secures written approval of course(s) from the Department of Personnel/Human Resources. Reimbursement shall only be made for that course which was initially approved by the Department of Personnel/Human Resources. If the approved course is later dropped and another course substituted, the replacement course must be approved by the Department of Personnel/Human Resources in order to be reimbursable;

B. Successfully completes the initial probationary period;

C. Successfully completes the course(s). If the course is in a degree, diploma or certificate program, successful completion will mean attaining a grade equal to or better than the minimum grade point average required by the institution to receive the degree, diploma or certificate;

D. Attaches to the back of the application a true, legible copy of the tuition receipt, and a final grade report, certificate or official statement that evidences (on the school's stationary) satisfactory completion; and then submits the documents to the Department of Personnel/Human Resources no later than 30 days after the end of the school term;

E. Is on the payroll at the time the application for refund is submitted for approval to the Department of Personnel/Human Resources. If the employee has been laid off due to reduction in the force and is on a recall list, the employee must have been on the payroll when the course started; and

F. Has not been nor will be fully paid for the cost of tuition by any other institution, scholarship, grant, or aid. The amount of tuition reimbursement will

ARTICLE 38 - DEFERRED COMPENSATION

38.01

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

ARTICLE 39 - UNIFORMS

39.01

The following classifications or their successor classifications shall hereafter be recognized as the current occupations that are to be furnished work uniforms. Employees receiving uniforms under this provision shall maintain the uniforms at their own expense. (Employees in classifications listed below shall not receive uniform/clothing vouchers provided by Section 39.06).

Department of Airports
Airport Maintenance Worker
Airport Service Worker
Carpenter
Carpenter Apprentice
Carpenter Foreman
Electrician
Electrician Apprentice
Electrician Foreman
Electrician Sub-Foreman
Equipment Repair Specialist
Maintenance Mechanic
Painter
Painter Apprentice
Painter Foreman
Plumber
Plumber Apprentice

County Clerk
Duplicating Machine Operator

HCS/Health Department
Storekeeper

to be maintained at the expense of the employee, except where industrial cleaning is required.

39.03

Employees referred to above who are entitled to receive uniforms shall have their uniforms replaced by the Employer in two (2) year intervals commencing from the date of the implementation of this section, except the Storekeeper and the Duplicating Machine Operator who shall receive one (1) issue.

39.04

The following classifications or their successor classifications shall hereafter be recognized as the current occupations that are to be furnished work uniforms which are to be maintained at the expense of the Employer. (Employees in classifications listed below shall not receive uniform/clothing vouchers provided by Section 39.06).

Medical Examiner
Autopsy Attendant
Chemist 1, 2
Histology Technician
Medical Examiner Investigator

DPS/Parks Division
Public Service
Maintenance Worker
Tree Trimmer
Laborer
Public Works Maintenance Worker
(Class eliminated 11.1.03)

HCS/Health Department
Dental Assistant
Laboratory Assistant

Department of Environment
Chemist
Chemist 2
Electronics Technician
Heavy Equipment Operator
Laborer

DPS/Equipment Repair

39.05

Employee uniforms that are determined to be damaged or destroyed during the course of an employee's assigned performance of his or her duty shall be replaced at the expense of the Employer.

39.06

The first full pay period after November 1st of each year, each employee in the below listed classifications or their successor classifications shall receive a \$200.00 uniform/clothing voucher, or a pro rated voucher if the employee has less than one year of service. Employees must use the uniform/clothing voucher at the uniform store designated by the Employer.

Department of Airports
Project Supervisor

DPS/Roads Division

Bricklayer
Bridge Mechanic
Bridge Operator
Bridgeman
Carpenter Apprentice
Carpenter
Carpenter Foreman
Electrician Apprentice
Electrician
Electrician Foreman
Electrician Sub Foreman
Highway Technician
Laborer
Maintenance Mechanic
Painter
Painter Foreman
Plumber Apprentice
Plumber

Sheriff's Department

Public Works
Maintenance Worker
(@Division 3)
Pharmacist
Pharmacy Technician
Storekeeper

Management and Budget
Storekeeper

HCS/Nutrition Services
Storekeeper

39.07

The Employer will provide uniforms to employees who enter the following classifications. The uniforms will be maintained at the employee's expense.

Juvenile Detention Facility
Juvenile Detention Specialist
Storekeeper

DPS/Roads Division
Weighmaster

39.08

The current allotment of coverall supply shall be maintained throughout the term of this Agreement. Any additions or deletions shall be subject to mutual agreement of both parties.

39.09

Any uniform requirement or change in dress shall be subject to negotiation.

39.10

The Employer may require uniforms for identification purposes which shall be supplied by the Employer.

39.11

Employees required to wear uniforms as a condition of employment shall be furnished said uniforms by the Employer in accordance with such standards as

In the event an employee is separated from County service, the employee shall return all uniforms to the Employer.

39.12

Effective 12/19/97, employees in the classification of Environmentalist required by the Health Department to wear safety shoes to perform their job shall be provided with a \$100.00 allowance for the purchase of safety shoes as approved by the Health Department. Such allowance shall be restored every two (2) years from the date of purchase.

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

40.01

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

40.02

Deductions will be itemized and no more than fifteen

40.04

An employee who believes that an underpayment of wages, fringe benefits or leave time has occurred, must notify Management within the time period afforded by law after the alleged violation occurs or the underpayment will be considered resolved as paid. In the event it has been determined that an underpayment has occurred, the Employer shall have one (1) full pay period, except during the pay periods occurring between December 1st through January 31st, after final determination to pay the affected employee.

ARTICLE 41 - SPECIAL COMMITTEES

41.01 **Joint Action Committee**

A committee consisting of one (1) representative from each Local Union and Employer representatives shall be established to study an equal opportunity employment plan. The Union representatives shall be granted time off with no loss of pay to attend Joint Action Committee meetings.

41.02 **Safety Committee**

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

recommendations. Approval of such requests for time off shall not be unreasonably withheld. Any violation of the above shall be a proper subject of the grievance procedure.

41.03 Employee Assistance Advisory Committee

A committee consisting of one (1) representative from each Local Union and an equal number of representatives from the Employer shall be established to investigate alcoholism, substance abuse, and emotional problems of employees. This committee shall recommend to the Employer necessary solutions and shall be granted a reasonable amount of time off with pay to carry on its investigation. The parties recognize that substance abuse problems including alcoholism, and emotional illness, can be successfully treated and treatment of these and other personal problems is in the best interest of the employee, Union, and Employer. This committee is not to be interpreted as constituting a waiver of any Employer rights.

41.04 Employee Educational Assistance Committee

A committee consisting of two (2) representatives from the Union and two (2) Employer representatives shall be established to develop a plan to enhance the career development of employees by offering on-the-job training programs, in-service training and career directed educational programs.

41.05 Joint Health Care Benefits Committee

ARTICLE 42 - CONTRACTING AND SUB CONTRACTING OF WORK

42.01

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

ARTICLE 43 - SUPPLEMENTAL AGREEMENTS

43.01

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

ARTICLE 44 - SAVINGS CLAUSE

44.01

It is agreed that all established fringe benefits not changed or covered in this Agreement that are now being received by all the employees in the bargaining unit covered by this Agreement shall remain in full force and effect. The Employer shall not establish any benefit for the employees covered in this Agreement

voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

ARTICLE 46 - RESIDENCY

46.01

Employees hired prior to March 15, 1994, will not be required to establish or maintain residence in the County of Wayne. Residence shall mean the actual domicile of the employee. An employee can have only one (1) domicile.

Residency requirements for employees hired thereafter shall be in accordance with State law (enrolled Senate Bill No. 198).

ARTICLE 47 - SNOW AND ICE DEPARTMENT OF PUBLIC SERVICES

47.01

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

47.02

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

47.04

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

47.05

An employee who is on any other type of leave shall not be considered for snow and ice overtime unless the employee indicates to the supervisor in writing his or her availability. Forms will be available for the employee to indicate in writing that he or she would be available for snow and ice control.

47.06

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

ARTICLE 48 - TERMINATION

48.01 **Ratification of Agreement**

This Agreement shall become effective as of December 1, 2000 after receipt by the County from the Union of written notice that this Agreement has been ratified

48.03 Notice to Modify, Amend or Terminate

This Agreement shall continue in effect for successive yearly periods after November 30, 2004 unless notice is given in writing by either party at least sixty (60) days prior to November 30, 2004 or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement.

48.04 Addressing of Notice

Notices shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to Locals 25, 101, 409, and 1659, Council 25 AFSCME, 600 West Lafayette, Detroit, Michigan 48226, or to such other address as the Union shall furnish to the County, and if to the County, to 221 Wayne County Building, 600 Randolph, Detroit, Michigan 48226 or to such other address as the County shall furnish to the Union in writing.

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

FOR THE UNION:

For William N Brown pres
William N. Brown, Director
Michigan AFSCME Council 25

Date: 11/16/01

Susan Thompson
Susan Thompson, President
Local 25

Edmond Lee Hayes
Edmond Lee Hayes, President
Local 101

Willie Davis
Willie Davis, President
Local 409

Timothy Johnson
Timothy Johnson, President
Local 1659

FOR THE COUNTY:

Edward H. McNamara
Edward H. McNamara
Wayne County Executive

Date: 11/16/01

Huey A. Ferguson
Huey A. Ferguson, Director
Labor Relations Division

Date: 11/16/01

Approved by:

Wayne County Commission
Resolution No. 2001-1006

Date: 11/15/01

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF WAYNE

- AND -

AFSCME LOCALS 25, 101, 409, AND 1659

RE: AGENCY FEE PROCEDURES

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

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

If the procedure is altered or amended the Union agrees

Union will inform the County in writing that the Union has complied with all requirements of the above referenced procedures prior to the County making the required payroll deductions.

FOR THE UNION:

William N. Brown
William N. Brown, Director
Michigan AFSCME Council 25

COUNTY OF WAYNE:

Huey A. Ferguson
Huey A. Ferguson, Director
Labor Relations Division

Dated: 11/16/01

Dated: 11/16/01