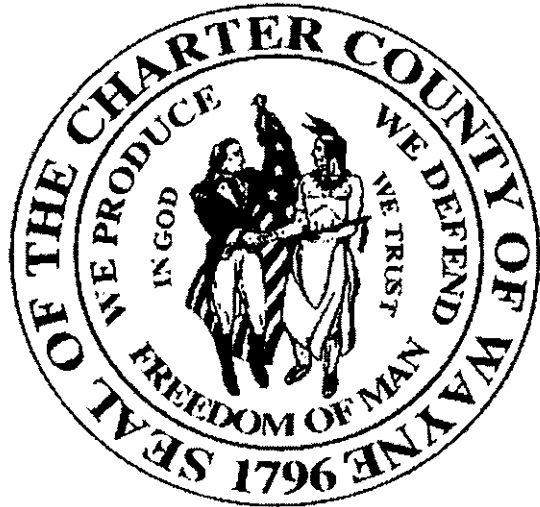


COLLECTIVE BARGAINING AGREEMENT

BETWEEN



Robert A. Ficano
Wayne County Executive

- AND -

**AFSCME LOCAL 25 – HEARING & VISION
TECHNICIANS CHAPTER, AFL-CIO**

**OCTOBER 1, 2008
THROUGH
SEPTEMBER 30, 2011**

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ARTICLE 1 - AGREEMENT

1.01

This Agreement is entered into between the County of Wayne, Michigan (hereinafter referred to as the "Employer") and AFSCME Michigan Council 25, Local 25 - Hearing and Vision Technicians Chapter (hereinafter referred to as the "Union").

ARTICLE 2 - PURPOSE AND INTENT

2.01

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

2.02

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

2.03

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

2.04

The parties recognize that the Employer and the Union are legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment and to these ends agree that no person shall be denied employment, or membership in the Union, nor in any way be discriminated against because of sex, age, race, color, creed, national origin, political or religious beliefs, handicapped condition, 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), the Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment, and other conditions of employment for employees in the classification of Hearing and Vision Technician.

ARTICLE 4 - UNION SECURITY

4.01

Employees covered by this 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.

4.02

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 apply for membership in the Union within thirty (30) days after the effective date of this Agreement, shall, beginning with the first biweekly payroll period thereafter and for the duration of this Agreement, pay to the Union a service charge in an amount determined by the Union in accordance with the provisions of the Hudson/Beck requirement and applicable law as a contribution toward the administration of this Agreement. (The provisions of this section shall also apply to part-time employees, provided they are not required to comply until they have completed ninety (90) days of employment.)

4.03

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 apply for membership in the Union within thirty (30) days after completing thirty (30) days of service, shall, beginning with the first biweekly payroll period thereafter and for the duration of this Agreement, pay to the Union the service charge defined in 4.02 above.

4.04

Once a month, the Employer will furnish Local 25 with the name and date of hire of each new employee.

4.05

Failure to comply with the provisions of 4.01, 4.02 and 4.03 is cause for termination of the employee.

4.06

No employee shall be terminated under this article unless the Union has first notified the Labor Relations Director in writing that the employee has elected not to join the Union or pay the service charge, and is not in compliance with the provisions of this Article.

Upon receipt of the written notice, the Labor Relations Director shall, within five (5) workdays, notify the employee that unless there is immediate compliance, the employee will be terminated not later than the end of the next pay period. The employee shall then be terminated unless the employee can produce evidence of compliance.

4.07

The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by the Employer for the purpose of complying with this Article.

ARTICLE 5 - MANAGEMENT'S RIGHTS

5.01

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 times; establish the size of work crews; assign days off; approve annual leave and regulate other forms of leaves as may be provided for in this Agreement and prescribe reasonable rules for just cause disciplinary actions. The Employer recognizes that supervision is necessary when work is being performed. However, the level of supervision shall be determined by the Employer.

5.02

The County shall also have the right to introduce new or improved working methods or facilities. Nothing in the above provisions is intended to limit any other rights of the County not specifically and expressly covered, provided that in the exercise of any of the above rights, the County shall not violate any provision of this Agreement.

5.03

The right of contracting and sub-contracting is vested in the County. The right to contract or sub-contract shall not be used to undermine the Union, or to discriminate against any of its members.

5.04

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

5.05

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 6 - SENIORITY

6.01

Bargaining Unit seniority will be used to determine layoffs and recall from layoff, provided those employees recalled from layoff are qualified and available to perform the required work assignment.

6.02

The President and Vice-President of the Union are considered the most senior employees, for the purpose of Article 6.01, only during their term of office.

6.03

The date of hire is the seniority date for new employees who satisfactorily complete a one hundred eighty (180) day probationary period, following completion of the training period.

If the state training is not completed within one year, because of a delay by the State, or the County, in scheduling the training, employees who have completed the probationary period will be deemed to have gained status as regular employees.

6.04

Employees will lose their seniority for the following reasons:

- (a) Discharge or permanent removal from the payroll and the separation is not reversed through the grievance process.
- (b) Resignation or voluntary quits, which shall include:
 - (1) Failure to return to work when recalled within ten (10) work days after notice of recall from layoff. Refusal of summer work is not considered as the refusal to return to work for purpose of this article.
 - (2) Absence from work for five (5) or more consecutive work days without sufficient notification to the employer as to the reason for the absence.
- (c) In case of extreme circumstances, special consideration may be given to those items enumerated above.

6.05

In the event of a tie in seniority, the tie shall be broken by considering the last four digits of the employees' social security numbers. The employee with the lowest number is the most senior employee.

ARTICLE 7 - REPRESENTATION

7.01

The President and Vice-President of the Union may be released from a regular work assignment without loss of pay when attending bargaining unit negotiations with the Employer Representative.

7.02

The president, or designee, may, without loss of pay, investigate grievances and present the grievances to the appropriate management representative.

ARTICLE 8 - SETTLEMENT OF DISPUTES

8.01

If the Employer and the Union disagree as to the interpretation or application of the Agreement, the parties will act in good faith to promptly resolve the dispute according to the grievance procedure described below.

8.02

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

8.03

The Union may, within ten (10) work days of the date of the reported grievance or the employee's knowledge of its occurrence, commence a grievance at the level of management involved in the alleged grievance. Grievances involving disciplinary actions, with the exception of oral or written reprimands, must be initiated at Step 3 of the grievance procedure. Probationary (newly hired) employees cannot use the grievance procedure to challenge discipline, including discharge.

Step 1:

The Union steward or union representative acting on behalf of the employee shall discuss the complaint with Management's designated Step 1 representative. The representative will attempt to resolve the matter, or will orally respond to the steward within five (5) work days.

Step 2:

If the grievance or dispute is not satisfactorily settled by discussion, the Union representative shall present the grievance, in writing, to the appropriate division head or designated Step 2 representative within five (5) workdays after the discussion was held and the response due. The aggrieved employee and/or the Union Steward will be given a reasonable time, during

work hours, to prepare the written grievance. All written grievances shall specifically describe the nature of the complaint, the date the alleged grievance occurred, the identity of the employee or employees involved (i.e., aggrieved and protested), and the provisions of this Agreement the Union claims the Employer violated.

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

The division head or designated Step 2 representative, will within five (5) workdays, meet and discuss the grievance with the union president or committee person. All parties directly involved and witnesses may attend the meeting. Within five (5) workdays from the date of the meeting, the Division head or designated representative will respond in writing to the proper union representative.

Step 3:

If the grievance or dispute is not satisfactorily resolved in accordance with Step 2 above, the Union must present it in writing to the appropriate department head or designated representative within five (5) workdays after the Step 2 response is issued. The department head or designated representative must, within five (5) workdays, meet and discuss the grievance with the Union President, committeeperson, or designated representative.

Within five (5) workdays from the date of the meeting, the department head or designated representative shall respond to the grievance in writing with a copy to the Local Union President.

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 ten (10) workdays of the Step 3 response.

The Labor Relations Division's Step 4 representative will within ten (10) workdays of receiving the Step 3 response, meet with the Union President and not more than two (2) representatives of the Union to discuss the grievance. Within ten (10) workdays, the Labor Relations Division Representative will submit a written response to the Union.

Step 5:

Only unresolved grievances which relate to the interpretation, application, or enforcement or 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 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 intent to arbitrate. The notice shall be given within thirty (30) days of receipt of the Step 4 answer. Grievances shall be heard in accordance with the published rules of the American Arbitration Association. The expenses of the arbitrator shall be shared equally by the parties.
- B. Within thirty (30) calendar days after the execution of this agreement, the parties shall convene and mutually select a panel of seven (7) arbitrators to serve as permanent arbitrators. The parties will select the name of an arbitrator to hear the case. If unable to agree, the parties will in each case, strike two names from the list. Of those arbitrators remaining on the list, the arbitrator with the earliest hearing date will be selected. If an arbitrator is not selected within sixty (60) days from the notice of intent 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 his or her 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 the grievance, and it shall be considered resolved in accordance with the disposition issued by the Labor Relations Division.
- E. An arbitrator has no authority to amend, alter or modify this agreement. Further, the arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of this Agreement and shall be without authority to make any decision contrary to, or inconsistent with, or modifying or varying, in any way, the terms of this Agreement, or granting any wage increases or decreases.
- F. There shall be no appeal from the arbitrator's decision if made in accordance with the arbitrator's jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the Employer, employee(s), and the Union.
- G. The grievant, one local representative and not more than two witnesses shall not lose pay for time off the job while attending the arbitration proceedings.
- H. The Union may file a policy grievance when the dispute affects two or more employees or the Union.

- I. The parties may agree, in writing, to extend the time periods for any step of the grievance procedure. Work days do not include Saturday, Sunday or holidays.
- J. No settlement at any stage of the grievance procedure shall be a precedent in any arbitration hearing.
- K. All claims or awards for back wages shall be limited to ten (10) workdays from the written grievance except in cases of improper recall in which case the employee will be made whole. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less any compensation received for employment or unemployment compensation obtained subsequent to removal from the payroll of the Employer.
- L. 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.
- M. In the event a case is appealed to an arbitrator and it is found that the arbitrator has no power to rule on the case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

ARTICLE 9 - SPECIAL CONFERENCE

9.01

Special conferences for important matters may be held by mutual agreement between the Union President or Union representative and the Employer upon the written request of either party. Arrangements for special conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be considered at the meeting, together with the list of the conferees representing the requesting party, shall be presented at the time the conference is requested. Matters discussed in the special conference shall be confined to those included in the agenda. The conferences will, to the extent possible, be held during regular work hours. Members of the Union shall not lose time or pay for the time spent in special conferences and no additional compensation shall be paid to the employees for time spent in the conferences beyond regular work hours. Any matter of a grievable nature not resolved in conference may be moved to the appropriate step of the grievance procedure according to this Agreement.

ARTICLE 10 - LAYOFF AND RECALL

10.01

Layoff is defined as separation from employment due to lack of work or lack of funds.

10.02

In the event of a layoff, the least senior employee shall be laid off first in accordance with bargaining unit seniority and in accordance with the operational and managerial needs of the Employer.

10.03

Recall is defined as the process by which employees who have been laid-off as a result of lack of work or lack of funds are returned to employment to their former department.

10.04

Employees laid off or displaced shall be placed on a Recall List in order of their seniority for assignments which the employees were qualified to perform prior to being laid off.

10.05

Employees names will remain on the Recall List for two (2) years or their length of seniority, not to exceed five (5) years.

ARTICLE 11 - CONDITIONS OF EMPLOYMENT

11.01

The Employer will attempt to equalize work schedules as close as possible, and will schedule Hearing and Vision Technicians from September through the month of May. Any work scheduled after the month of May shall be assigned equally, as possible, among the technicians who are available for summer employment. The State Standards, as established in the Michigan Department of Community Health Vision and Hearing Technician's Manual, will be utilized to establish the work schedules.

The Employer will post an up-to-date list of summer work hours for June, July and August by May 30th. Summer assignments may be exchanged between Technicians upon prior request to, and approval from, the Employer.

The Union is responsible for auditing the summer work schedule and notifying Management of apparent inequities. Management will address the inequities.

11.02

The standard work day is composed of six (6) hours. The standard work week is composed of five (5) days. The Employer retains the right to schedule employees less than five (5) work days per week as the need arises; the Employer will schedule work on those County holidays not recognized by the school district.

11.03

Employees will not receive holiday pay when they work on County holidays that are not recognized as holidays by the school districts.

Management will devise a plan that will enable an employee to contact a supervisor or a Management representative for problems that may arise on those days. If the employee is ordered off the job by the supervisor for any reason, other than for discipline or that the school is closing, the employee will be paid for the balance of the day.

ARTICLE 12 - RATE OF COMPENSATION

12.01

- (a) Effective October 1, 2008, the rate of compensation shall continue to be \$86.51 per day for each day worked.
- (b) Effective October 1, 2009, the rate of compensation shall continue to be \$86.51 per day for each day worked.
- (c) Effective October 1, 2010, the rate of compensation shall continue to be \$86.51 per day for each day worked.

12.02

Employees scheduled to work, or who work one-half day, will be paid wages of one-half of

their daily rate.

12.03

Employees hired after the execution of this Agreement by the County Executive shall receive 10% less than the compensation in article 12.01 for the first six months of their employment and 5% less for the next six months of their employment.

12.04

Except as otherwise provided, the above rates represent full compensation for all services rendered.

12.05

The Employer will pay each employee who attends mandatory new hire training classes, and the annual refresher class, a special wage adjustment which is the difference between \$150.00 and the daily rate of compensation.

ARTICLE 13 - SICK LEAVE

13.01

Employees with seniority shall be allowed to use up to eight (8) days of sick leave with pay during the year. Two (2) of the 8 sick days may be utilized for personal business leave at the employee's discretion; however, except for stated emergencies, personal business leave may be used only upon reasonable notice to and with the approval of the department head or designated departmental representative.

13.02

Beginning October 1, 1996, the Employer will pay Employees for unused sick time credited during the preceding year. The unused sick time shall be paid off at the rate of 75 percent of the then current value of such sick leave.

ARTICLE 14 - INSURANCE

14.01 Health Insurance

Employees may subscribe for available health care insurance at group rates at their own expense, and subject also to any applicable deductibles and co-payments.

14.02 Workers' Compensation

- (a) There is a mandatory seven (7) day waiting period before compensation payments begin. To minimize financial loss during this time period, employees may draw upon accumulated sick leave, if available. Employees may request a leave of absence without pay if they do not have sufficient sick leave.
- (b) When workers' compensation payments commence, unused sick 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.
- (c) If an employee has used sick leave during the period of workers' compensation disability, sick 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 Labor Worker's Compensation Bureau.
- (d) Employees receiving workers' compensation for up to eighteen months shall earn sick leave at 75 percent.

14.03 Life Insurance

- (a) The Employer shall pay the full premium for \$20,000 of group life insurance for each full-time seniority employee within the bargaining unit.
- (b) "Full-time" employees, for the purposes of section 14.03, are employees who are hired to perform at least twelve (12) weeks of work per school semester.

14.04 Optional Insurance

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

ARTICLE 15 - HOLIDAYS

15.01

Employees of record holding positions in the bargaining unit shall be granted time off with pay at their regular daily rate of compensation for the following holidays:

1. Martin Luther King, Jr. holiday.
2. State & National Election Day

ARTICLE 16 - AUTOMOBILE ALLOWANCE

16.01

Employees who are members of the Union and are required to use their automobiles in the performance of assigned duties shall be paid an automobile allowance as follows:

Effective October 1, 2008, employees will receive ten dollars and twenty-five cents (\$10.25) for each day of automobile use.

Effective October 1, 2009, employees will receive ten dollars and fifty cents (\$10.50) for each day of automobile use.

Effective October 1, 2010, employees will receive ten dollars and seventy-five cents (\$10.75) for each day of automobile use.

16.02

- (a) The Employer will pay each monthly automobile allowance check no later than the second pay period of the month following the month in which it is incurred.
- (b) Employees shall submit evidence of no fault automobile liability insurance acceptable to the employer.

ARTICLE 17 - PROVISIONAL APPOINTMENT

17.01

Hearing and Vision Technicians who satisfactorily complete the probationary period and pass the State preliminary hearing and vision training may be provisionally appointed to the classification of Hearing and Vision Specialist. The Hearing and Vision Technicians will be considered for vacant positions in the Hearing and Vision Specialist classification before new hires, competitive test applicants, or other employees seeking provisional appointments to the classification. The provisional appointments of the Hearing and Vision Technicians will be made based on seniority.

17.02

When filling a vacant position from a County-wide promotional list, employees represented by AFSCME shall have preference over employees not represented by AFSCME, irrespective of their position on the eligible list.

ARTICLE 18 - SEVERABILITY CLAUSE

18.01

If any article or section of this Agreement or any supplement of the agreement is held invalid by operation of law or by a court 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 will not be affected. 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 19 - RESIDENCY

No employee shall be subject to any residence requirement unless mandated by law.

ARTICLE 20 - INDEMNIFICATION

20.01

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

20.02

The Employer may elect to represent an employee in cases covered by the above provision, said representation to be through the Office of the Corporation Counsel. Upon receipt of notice of any claim or action, the employee shall immediately notify the Office of the Corporation Counsel in writing. Failure to provide such notice as soon as practicable shall relieve the Employer of its obligations under this Article.

20.03

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

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

ARTICLE 21 – BEREAVEMENT LEAVE

21.01

“Full-time” seniority employees within the bargaining unit, as defined in Article 14.03(b),

may be granted two (2) work days of time off with pay to attend the funeral of the employee's parent, child, spouse, grandparent of employee or of employee's spouse, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepparent, half-brother or half-sister.

21.02

Employees shall notify their department head prior to taking bereavement leave. Failure to comply will be cause for denial of such leave.

21.03

An employee requesting bereavement leave may be required to produce evidence to establish that the deceased person is his or her parent, child or spouse, and the time and place of the funeral.

ARTICLE 22 - TERMINATION

22.01 Ratification of Agreement

This Agreement shall become effective as of October 1, 2008 after receipt by the County from the Union of written notice that this Agreement has been ratified by the Union, and upon approval by the Wayne County Commission and execution by the Wayne County Executive.

22.02 Expiration Date

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

22.03 Notice to Modify, Amend or Terminate

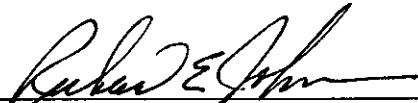
This Agreement shall continue in effect for successive yearly periods after September 30, 2011 unless notice is given in writing by either party at least sixty (60) days prior to September 30, 2011, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement.

22.04 Addressing of Notice

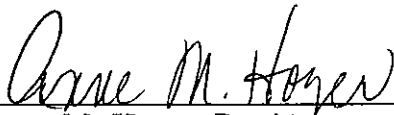
Notices shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, AFSCME Michigan Council 25, Local 25 - Hearing and Vision Technicians Chapter, 600

West Lafayette, Detroit, Michigan 48226, or to such other address as the Chapter shall furnish to the County, and if to the County, to 221 Wayne County Building, 600 Randolph, Detroit, Michigan 48226, or such other address as the County shall furnish to the Union. In Witness Whereof, the parties hereto have executed this Agreement as of the date indicated.

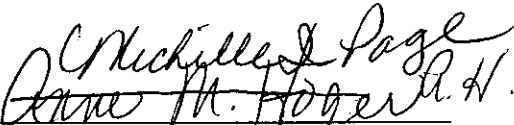
FOR THE UNION:


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

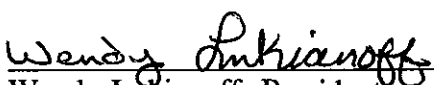
Date: 3-25-09


Anne M. Hoyer, President
AFSCME Local 25 - Hearing and Vision
Technicians Chapter, AFL-CIO

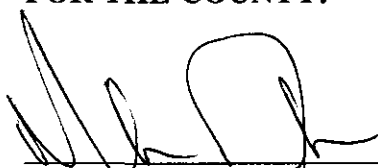
Date: 4-1-09


Michelle I. Page, Vice President
AFSCME Local 25 - Hearing and Vision
Technicians Chapter, AFL-CIO

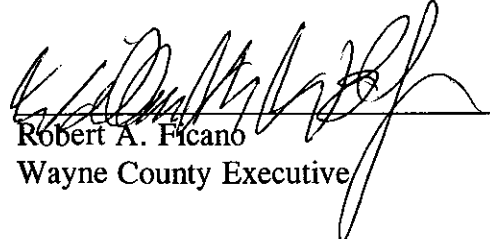
Date: 4/1/09


Wendy Lukianoff, President
AFSCME Local 25, AFL-CIO

FOR THE COUNTY:


Mark D. Dukes, Director
Labor Relations Division

Date: 01/01/09


Robert A. Ficano
Wayne County Executive

Date: 5/8/09

Approved:

2009-228
Wayne County Commission

Date: 5/7/09