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PROPOSED AGREEMENT

BETWEEN

THE COUNTY OF WAYNE

AND

THE GOVERNMENT ADMINISTRATORS ASSOCIATION

Effective Date: February 1, 1988

Expiration Date: January 31, 1992

Wayne County

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AGREEMENT

This Agreement, effective February 1, 1988, or as otherwise indicated, and entered into between the County of Wayne, Michigan, hereinafter referred to as the "Employer", as represented in negotiations by the Wayne County Executive and the Government Administrators Association (GAA), hereinafter referred to as "Association", for and on behalf of the Association and the employees, now or hereafter employed by the County of Wayne, in the job classifications set forth in Appendices A through C, (attached) hereinafter referred to as the "bargaining unit."

ARTICLE I - PURPOSE AND INTENT

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

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

The parties further recognize that the Employer is legally and morally obliged 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 Association, nor in any way be discriminated against because of sex, except where based on a bonafide occupational qualification, age, race, color, creed, national origin, political or religious beliefs, handicap or marital status.

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

Section 1.

In accordance with the provisions of Public Act 379 of 1965, the Employer recognizes the Association as the exclusive bargaining representative of all employees contained in the bargaining unit.

Section 2.

The rate of pay for new classifications added to the bargaining unit may be determined by the Employer subject to negotiation by the parties. Bargaining Unit positions shall not be retitled or reclassified in order to remove them from the bargaining unit without the consent of the Association.

Section 3.

Each employee in the bargaining unit shall sign either an authorization for Association dues deductions and thereby join the Association, or sign an authorization of deduction of representation fees. Representation fees shall be equal to the dues and initiation fees normally charged to members of the Association.

Currently signed authorizations shall remain in full force and effect throughout the term of this Agreement and may be revoked by written notice by an individual employee to the Association and the Employer within thirty (30) calendar days of contract expiration.

Section 4.

Any employee who fails to sign an authorization within thirty (30) calendar days of employment in a position contained in the bargaining unit shall be terminated in accordance with the following procedure:

1. The Association shall first notify the Employer in writing that the employee has not complied with Section 3 above.
2. Within ten (10) working days from the date the Association so notifies the Employer, the Employer shall:
 - a) Notify the employee of the provisions of this Agreement.
 - b) Obtain the employee's response, and
 - c) Notify the Association of the employee's response.

3. In the event the employee has neither joined the Association nor signed the "Authorization for Deduction of Representation Fees" form after the above notification, the Association may request termination of the employee by written notice to the Employer, with a copy to the employee, by first class mail.
4. Upon receipt of such written notice, the Employer shall, within five (5) working days, notify the employee that, unless there is immediate compliance, the employee will be terminated not later than the end of the next pay period.
5. The employee shall then be terminated unless the employee can produce evidence of compliance.

Section 5.

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

Section 6.

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

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

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

ARTICLE III - AID TO OTHER ORGANIZATIONS

Section 1.

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

Section 2.

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

ARTICLE IV - REPRESENTATION

Section 1.

The Association may designate members to serve as Area Representatives in the ratio of one (1) Area Representative for each forty (40) represented positions or major fraction thereof.

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

Area Representatives may investigate and process employee grievances at the appropriate management level without loss of time or pay. Before conducting this activity, the Area Representatives shall obtain the consent of their Department Head or designee.

Section 2.

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

Section 3.

- A. The Association President, if an employee of the Employer, shall report daily for regularly scheduled work assignment unless excused by prior approval of the Department Head or designee.
- B. The Association President or Chapter President may be released from regular work assignments for the purpose of representing Association members with the consent of the Department Head or designee.

- C. 1. When the Association President is released to represent employees of the bargaining unit, the release shall be without loss of time or pay.
- 2. The President of the Association, or during an absence due to annual leave or illness, the Vice President, on their own time, shall be permitted to represent the Association members before another Employer without loss of fringe benefits.
- D. Members of the bargaining committee may be released prior to collective bargaining sessions in order to prepare for such sessions with the consent of the Employer. Such consent shall not be unreasonably denied.

ARTICLE V - MANAGEMENT RIGHTS

The Association recognizes that the Employer retains the sole right and shall have a free hand to manage and operate the various departments in which the employees represented by the Association are employed, including, but not limited to, the sole right to decide the number and assignment of employees, to maintain order and efficiency, to make rules of conduct for employees; to hire, lay off, discipline, discharge, assign, transfer and promote employees; and to determine the starting and quitting time and the number of hours in each day to be worked, subject only to the terms and conditions of this Agreement. The Employer shall have the sole right to administer all matters not specifically included in this Agreement without limitations, implied or otherwise.

ARTICLE VI - ASSOCIATION RIGHTS

Section 1.

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

Section 2.

The Association shall promptly receive memoranda involving collective bargaining agreement implementation policy and procedures.

Section 3.

The Employer agrees to provide the Association with adequate bulletin space in each County building location for:

Association meetings and election notices, reports, rulings and policies, and recreational and social affairs. These announcements shall not contain anything of a political or partisan nature.

ARTICLE VII - CIVIL SERVICE RULES

During the term of this Agreement, Wayne County Civil Service Rules as amended to August 27, 1976, shall remain in effect where not in conflict with other provisions of this Agreement. Disciplinary procedures shall only be in accordance with this Agreement. Any modification of such rules during the term of this Agreement shall be negotiated between the Department of Personnel/Human Resources and the Association and no modification, deletion or change shall be effective without prior notification and bargaining with the Association.

ARTICLE VIII - GRIEVANCE PROCEDURE

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

Step 1:

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

Step 2:

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

The grieved employee shall be given a reasonable time, during working hours, to prepare the grievance. The Employer's Step 2 representative shall respond in writing within ten (10) working days.

Written grievances shall specifically describe the nature of the complaint, the date and the matter occurred, the identity of the employee or employees involved, and the provisions of this Agreement the Association claims the Employer has abridged or failed to apply.

Step 3:

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

A grievance may be submitted in writing, with copies of all previous responses, to Employer's Step 3 representative within twenty (20) working days. The Employer's Step 3 representative shall submit a written disposition of the appeal to the Association within ten (10) working days.

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

Step 4:

If a grievance has not been completely resolved as provided above, the Association may submit the grievance to mediation as follows:

- A. A written request for mediation of the grievance shall be filed with the Michigan Employment Relations Commission within ten (10) working days of receipt of the Employer's Step 3 disposition. A copy of such request shall be served upon the Employer.
- B. The Mediator shall schedule and conduct a meeting with the parties within ten (10) working days of receipt of the request for mediation. The Mediator may utilize traditional mediation techniques and procedures but has not authority to issue a final and binding decision on the grievance.
- C. Either party by notice to the other may waive mediation.

Step 5:

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

- A. Within sixty (60) days after the ratification of the Agreement, the parties shall request a panel of nine (9) arbitrators be selected by the Federal Mediation and Conciliation Service. Upon receipt of such panel, the parties shall strike names alternately, with the Association having the first strike, until this panel of three (3) remains. The panel of three (3) shall be used throughout the life of the contract.
- B. Within ten (10) working days of the last step, the Association shall serve upon the Employer a written notice of intent to arbitrate the grievance.
- C. The parties shall then send letters to each of the three (3) arbitrators selected under the procedure in "A" above and the arbitrator with the first available date for hearing shall be chosen.
- D. The arbitrator shall have no authority to amend, alter or modify this Agreement.
- E. The decision of the arbitrator shall be binding upon the parties and affected employees.
- F. The fees and expenses of the Arbitrator shall be borne equally by the Employer and the Association. All other expenses shall be borne by party incurring same.
- G. Each grievance shall be submitted to a separately convened arbitration, except when the Association and Employer mutually agree to have more than one grievance submitted to the same arbitrator.

The parties may select a new panel under "A" above if the initially selected panel is not available within a reasonable time.

In the event that a grievance affects two or more employees and/or the Association, the Association may file a policy grievance. Such grievance shall be filed within seven (7) working days at Step 3 of the grievance procedure.

It is understood that any of the time periods provided herein may be extended by mutual agreement in writing.

The Employer shall provide the Association with a list of Step 2 and Step 3 representatives and alternates. No changes shall be effective until forty-eight (48) hours after the Association is notified of the new representative.

ARTICLE IX - SPECIAL CONFERENCES

Section 1.

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

Section 2.

Special Conferences may be held by mutual agreement between the Association Executive or the President of the General Fund or Engineers Chapters and the Employer. Unless otherwise agreed, arrangements for such Special Conferences shall be made at least twenty-four (24) hours in advance.

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE X - STRIKES AND LOCKOUTS

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

The Association agrees that in the event of a strike, stoppage of work, sit down or slow down by other county employees, the members of the Association will work as assigned by the Employer to continue the functions of County government.

ARTICLE XI - DISCIPLINARY PROCEDURE

Section 1.

- A. The intent and purpose of this Article is to provide for progressive disciplinary action. Disciplinary action may be imposed only for just cause upon employees who fail to fulfill their known job responsibilities or for improper conduct.
- B. The Employer may take immediate and appropriate disciplinary action for just cause without prior notice should it be required by the circumstances. In such instance prompt written notice thereof shall be given to the Association.

Section 2.

- A. The Employer agrees that before imposing any form of discipline, the Area Representative shall be promptly notified of the proposed action. The employee shall have the right to be represented by the Association prior to the time disciplinary action is imposed. In the event Association representation is denied, any disciplinary action shall be null and void except for emergency disciplinary action required by the circumstances as provided in Section 1B of this Article.
- B. There shall be one personnel file for each employee. Employees shall be given copies of all disciplinary actions and a copy shall be placed in the employee's personnel file. A notation of oral reprimand, by date and subject only, may be placed in the employee's official personnel file.
- C. Before any employee shall be required to make any written statement or written reply pertaining to any alleged misconduct on the employee's part, the matter shall first be discussed between the employee, the Area Representative and the employee's supervisor. The employee shall have three (3) working days after such meeting to make the written statement or reply.

Section 3.

- A. Unless other disciplinary action is deemed necessary by management, the normal progressive order of discipline shall be as follows:
 - 1. a. Oral Reprimand
 - b. Written Reprimand
 - 2. Suspension
 - 3. Discharge

- B. 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.
- C. The Employer may modify a disciplinary action except that the severity of the disciplinary action shall not be increased, but may be lessened.
- D. All disciplinary action, except reprimands, shall be subject to the Grievance Procedure.

Section 4.

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

- A. Has willfully violated departmental work rules.
- B. Is incompetent or inefficient in the performance of the duties of their position (specific instances must be charged).
- C. Has been wantonly careless or negligent in the care of property of the Employer.
- D. Has treated an inmate or patient of any County institution in an abusive or negligent manner.
- E. Has been offensive in conduct or language toward fellow employees, County officials or the public.
- F. Has a permanent or chronic physical or mental condition causing incapacitation for the proper performance of the duties of the employee's position.
- G. Has been habitually tardy in reporting for duty or has been absent frequently from duty.
- H. Has been charged and arraigned on a felony charge or convicted of a misdemeanor involving moral turpitude.
- I. Has been intoxicated while on duty.
- J. Has violated any lawful and reasonable official regulation or order or failed to obey any lawful and reasonable direction made and given by a supervisor when such violation or failure to obey amounts to insubordination or serious breach of discipline.
- K. Has taken for personal use a fee, gift or other valuable thing in the course of work.

- L. Has directly or indirectly aided or been in any manner concerned in assessing, soliciting or collecting or receiving money or other things of value from anyone for any political purpose.
- M. Has engaged in outside employment in excess of twenty (20) hours per week without the express approval of the Employer.
- N. No longer resides in the Counties of Wayne, Oakland, Macomb, Washtenaw or Monroe, or the County of Wayne if such residence was required for appointment to the position.
- O. Has refused to perform a reasonable amount of overtime work.
- P. Has been absent without leave.

Section 5.

A Department Head designee may temporarily suspend without pay for good cause an employee in the department pending review and final determination by the Department Head.

Section 6.

Any Department Head may discharge, after approval of the Personnel/Human Resources Department, any employee charged pursuant to Section 1 or for other just cause.

Section 7.

Any employee suspended without pay for a term certain may request of the Department Head permission to forfeit in lieu of suspension an equal number of annual leave days or holidays. This section shall not authorize unilateral forfeiture of annual leave or holidays as punishment independent of a suspension without pay.

Section 8.

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

Section 9.

An employee suspended or removed by reason of being charged with the commission of a felony or of a misdemeanor involving moral turpitude may, with the approval of the Department Head and the Director of Personnel/Human Resources, be continued in the same or in a lower classification assignment pending a judicial determination of the charges placed against the employee.

Section 10.

- A. Employees of this bargaining unit shall not be subject to disciplinary action for appearing before a state or federal Grand Jury at which they presented testimony under oath and have been sworn to secrecy.
- B. Employees of the bargaining unit will not be subject to disciplinary action for taking part or refusing to take part in political activity when not on duty.
- C. Employees convicted of the commission of any felony shall be automatically terminated.
- D. Upon request, any employee's official personnel file may be reviewed every six (6) months. The Employer shall comply with this request within five (5) working days. After twenty-four (24) months of satisfactory service, any prior disciplinary matter appearing therein shall be destroyed and shall not be adversely used in any subsequent disciplinary action.

Section 11.

Voluntary resignations are not subject to the Grievance Procedure and shall not be effective if withdrawn within a twenty-four (24) hour period after submission.

ARTICLE XII - SENIORITY

Section 1.

- A. Seniority is hereby defined as continuous employment from the last date of hire, provided the seniority shall include both County of Wayne and Wayne County Road Commission service accumulated from the beginning date of continuous employment, without interruption or break, except as provided in this Article.
- B. Layoffs, leaves of absence without pay, time off without pay, and periods which the employee is not on the active payroll shall not be considered as a break or interruption of employment.

Section 2.

The Employer shall maintain a seniority list upon the effective date of this Agreement which will show the names, job title and seniority dates of employees as represented by the Association, and the Association shall be furnished up-to-date copies of such seniority list every six (6) months.

Section 3.

Employees shall lose seniority for the following reasons:

- A. Discharge or permanent removal from the payroll.
- B. Resignation.
- C. Voluntary quits which shall include:
 - 1. Not returning to work when recalled within ten (10) working days after notice of recall from layoff.
 - 2. Not returning to work within five (5) working days after the expiration of an approved leave of absence or extension thereof.
 - 3. Absence from work for five (5) consecutive working days without a proper and valid notice of such absence to the Employer.
- D. Retirement.

ARTICLE XIII - APPOINTMENTS AND PROMOTIONS

Section 1 - New Appointments

- A. Persons shall be appointed to those entry level positions noted in the bargaining unit on the basis of open competitive or promotional examinations. It is expressly understood that current County employees may compete.
- B. The Department of Personnel/Human Resources shall submit to the Department with a vacancy the names of the three (3) persons with the highest passing scores on an eligibility list.

The Department of Personnel/Human Resources may submit fewer names if there are less than three (3) on the eligibility list. The Department with the vacancy shall make the final selection from this list.

Section 2 - Promotional Appointments

- A. The Employer may at its option announce a new promotional examination and must maintain the eligible list for a minimum of six (6) months. Examinations shall be based on merit and performance potential.

- B. When posting for a promotional examination, the Employer agrees to post the examination notice at least ten (10) working days prior to the closing date for application for the examination. Promotional examinations for non-entry level positions shall be limited to Association members. If no qualified applicants are found, the Employer may open the test.
- C. The Department of Personnel/Human Resources shall submit to the Department with a vacancy the names of the three (3) persons with the highest passing scores on an eligibility list.

The Department of Personnel/Human Resources may submit fewer names if there are fewer than three (3) on the eligibility list. The Department with the vacancy shall make the final selection from this list.
- D. Employees promoted to vacancies will be given a reasonable trial, not to exceed six (6) months, to perform at a satisfactory level. A supervisor may at any time during the trial period terminate the probation for good cause and return the person to their former classification without prejudice.

Section 3 - Provisional Promotion

- A. Any employee provisionally promoted or hired to a position within this Association who holds and has held such promotion continuously in the same class for a period of one (1) year (2080 straight time hours of work) shall be deemed to have regular status in the class in which such provisional 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 three (3) 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 Association.
- C. The provisions in Section 3 (A) above shall not be applicable for employees in the Executive Service Group.

Section 4 - Transfers

The Employer may at any time transfer the employee from one department or division to another within the same class. The Employer may assign an employee within a department from one position in a class to another position in the same class.

Section 5 - Non-Promotional Transfers

An employee may request a non-promotional transfer from a position in one classification to a position in a classification with the same or lesser rate of pay. The transfer must be approved by the affected departments.

Section 6 - Examination Qualifications

Bargaining unit employees shall not be barred from open competitive or promotional examinations because of residency requirements, nor shall they be required to establish or maintain residency within Wayne County as a condition of employment or change in status.

Section 7 - Appeals From Ratings

Employees may appeal their ratings during a period of twenty (20) days following their review of their examination. Such an appeal shall be made under the provision provided for in Rule 6, Section 13 of the Rules of the Civil Service Commission. The decision of the Civil Service Commission shall be final and shall not be subject to the grievance procedure.

Section 8 - Executive Service Group

- A. Positions in the Executive Service group shall be filled by appointment at the sole discretion of the County Executive.
- B. The number of Executive Service positions shall be limited to eighty (80) during the term of this Agreement.

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

Any additional appointments above eighty (80) will be subject to good faith negotiations between the parties. If the matter is not resolved, it may be submitted to final and binding arbitration in accordance with Article VIII.

- C. Notwithstanding other provisions of the Agreement, employees whose appointments are not renewed shall have the right to exercise their seniority rights to displace to other positions in accordance with Article XXIV, Sections 2 through 9 of this Agreement.

ARTICLE XIV - PROBATIONARY PERIOD FOR NEW HIRES

Section 1.

All newly hired full-time and part-time employees shall serve a probationary period of six (6) months, uninterrupted by any type of service break during which time they will be termed "probationary employees". For the purpose of this Article, newly-hired employees shall be defined as any employee who is entering a classification under this Agreement and whose former classification was not represented by the Association.

Section 2.

Probationary employees shall receive a preliminary evaluation after three (3) months of employment.

Section 3.

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

Section 4.

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

ARTICLE XV - TEMPORARY ASSIGNMENT

Section 1.

Except for an emergency situation, before an employee is temporarily assigned to a position in a classification higher than that which the employee holds, the employee shall receive a written order from the Employer directing and authorizing such work.

Section 2.

When such temporary assignment exceeds twenty (20) work days, the employee shall than be compensated from the first hour of such assignment at the rate of the higher classification in accordance to the promotion rule.

Section 3.

Employees shall not be paid for the first ten (10) days of any temporary assignment resulting from the necessity of providing vacation relief.

Section 4.

Temporary assignments made pursuant to Sections 1 and 2 above shall not be changed to avoid payment of out-of-classification pay.

ARTICLE XVI - RECLASSIFICATION

Section 1.

If there has not been a position audit within two (2) years, the Department of Personnel/Human Resources, upon request of the incumbent or Department Head, shall audit positions within sixty (60) days from date of the request. Should the audit disclose a substantial upward change in the level of the duties and responsibilities assigned to the position, the Department of Personnel/Human Resources will recommend that the position be reclassified to the next appropriate higher classification and/or grade level.

Section 2.

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

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

Section 3.

Employees shall first submit requests for audits to their Department Head, who shall review and comment upon the request and forward it to the Department of Personnel/Human Resources within ten (10) working days with a specific recommendation as to its disposition.

Section 4.

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

Section 5.

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

Section 6.

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

ARTICLE XVII - WORKWEEK

Section 1.

- A. The standard work week shall begin at 12:01 a.m., Monday and end at 12:00 p.m. Sunday. The work week of each employee shall consist of five (5) regularly scheduled eight (8) hour work days during the standard work week. The two (2) remaining days, which shall be consecutive, shall be designated as the sixth (6th) and seventh (7th) day of the employee's work week and shall be known as "off days."
- B. The Wayne County Library employees work week shall consist of five (5) regularly scheduled eight (8) hour work days. The two (2) remaining work days shall be the "off days."

Section 2.

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

Section 3.

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

ARTICLE XVIII - WORKING HOURS

Section 1.

The regular workday shall begin at 12:01 a.m. and extend to 12:00 p.m.

- A. The second shift shall be any full-time shift commencing between the hours of 11:00 a.m. and 6:59 p.m.
- B. The third shift shall be any full-time shift commencing between the hours of 7:00 p.m. and 3:59 a.m.
- C. Employees included within this Agreement shall be paid forty-five cents (\$.45) per hour, in addition to the basic hourly rate, for all work performed during a regularly assigned second shift; and sixty cents (\$.60) per hour in addition to the basic hourly rate, for all work performed during a regularly assigned third shift.
- D. Employees included within the Agreement shall be paid forty-five cents (\$.45) per hour in addition to the basic hourly rate for all work performed on a Saturday during their regularly scheduled work week; and sixty cents (\$.60) per hour in addition to the basic hourly rate for all work performed on a Sunday during their regularly scheduled work week.

Section 2.

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

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

Section 3.

- A. For employees not working in 24-hour day operations and except for stated good cause, starting and quitting times shall be determined according to the following rules at the employee's option:
1. Part of each day's service shall include the hours of 9:00 a.m. and 3:30 p.m. The lunch period shall be during these hours.
 2. Each day's work shall be completed between 7:00 a.m. and 6:00 p.m.
- B. Good cause in (a) shall include but not be limited to the need to provide staffing during business hours; the need to provide supervision of departmental employees, and the need to insure availability of critical employees during reasonable business hours.

ARTICLE XIX - OVERTIME

Section 1.

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

- A. For all hours of work performed in excess of eight hours in any one (1) work day.
- B. For all hours of work performed on the sixth (6th) day of the employee's work week.
- C. Employees who work a rotating work week, called in on their first scheduled day off, will be paid time and one-half (150%). If called in on their second scheduled day off, the employee will be paid double time (200%), provided the employee worked the first scheduled day off.

Section 2.

Double time (200%) of the basic hourly rate will be paid to all employees not excluded from overtime compensation by the Official Pay Schedule, for all hours of work performed on the seventh (7th) day of the employee's work week.

Section 3.

Overtime compensation shall either be paid at the end of the payroll period following the payroll period in which it was earned or by mutual agreement of the Employer and employee in compensatory time at the appropriate overtime rate.

Section 4.

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

Section 5.

Employees in salary grades 25 and 26, shall be entitled to overtime compensation as follows:

- A. Employees in salary grades 25 and 26 who are specifically required to work overtime by supervision on any of the days designated by this Agreement as holidays shall be compensated at straight time for all hours worked not to exceed eight (8) hours and paid eight (8) hours of holiday pay.
- B. - Employees in salary grades 25 and 26 who are specifically required to work overtime by supervision shall be compensated for all such hours at the straight time rate.
- C. Employees in classifications above the grade of 26 shall not be entitled to any overtime compensation.

ARTICLE XX - JOB AND SHIFT PREFERENCE

Section 1.

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

Section 2.

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

Section 3.

An employee deemed not qualified for a shift selection by the Employer shall have recourse to the Grievance Procedure.

ARTICLE XXI - CALL TIME/STANDBY TIME

Section 1.

Employees called to work during their normal off hours shall be paid a minimum of three (3) hours at the rate of:

- A. Time and one-half (150%) times their normal hourly rate when the employees report for work during their regular five (5) service days.
- B. Time and one-half (150%) times their hourly rate when the employees report for work on their 6th day.
- C. Double (200%) times their hourly rate when the employees report for work on their 7th day.

Section 2.

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

Section 3.

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

ARTICLE XXII - MILEAGE ALLOWANCE

A. Private Car Mileage Reimbursement

Effective the first pay period following ratification, employees required to use their private vehicles in performance of assigned duties shall be reimbursed for actual trip mileage incurred each month. Employees shall be reimbursed at a rate of one cent above American Automobile Association (AAA) published rates. This rate shall be adjusted as of January 1 of each year, in accordance with the composite cost for driving 10,000 miles, which is published annually by AAA in the publication, "Your Driving Costs."

B. Definition of Reimbursable and Non-Reimbursable Mileage

1. Trips from home to the employee's official work location and back home shall not constitute reimbursable mileage.
 2. 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. The Employer shall direct field work in such a manner that employees shall not be unreasonably required to have their personal automobile available for County business on a daily basis, nor drive to their duty station before entering upon field work unless their job assignments so dictate.

ARTICLE XXIII - PROFESSIONAL DEVELOPMENT

Section 1 - Eligibility

Tuition reimbursement shall be limited to full-time employees whose programs meet the following requirements:

- A. Courses are determined by the Employer to be job-related and acceptable for the occupation in which the employees are presently working or for a classification in the County of Wayne for which they are reasonably preparing to qualify.
- B. Courses are conducted by an accredited educational institution.
- C. Correspondence courses may be eligible for reimbursement.

Section 2 - Amount of Reimbursement

The refund will be one hundred percent (100%) of actual tuition but not more than five hundred dollars (\$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.

Section 3 - Eligibility - Professional Seminars and Conferences

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

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

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

- B. Approval, processing, and reimbursement will be determined the same as tuition procedures for regular classroom courses.
- C. No payment will be made for books and supplies, meals, traveling cost, hotels, etc. This program includes seminar or conference registration fees only, except where other refunds are authorized by this agreement.
- D. The refund for seminars and conferences shall be limited to two hundred dollars (\$200.00) per fiscal year (which shall be allocated by the County), and if used shall be considered a part of the five hundred dollars (\$500.00) maximum annual tuition reimbursement.

Section 4 - Administration

The Professional Development program shall be administered by the Department of Personnel/Human Resources in accordance with established rules.

ARTICLE XXIV - LAYOFF, DISPLACEMENT AND RECALL

Section 1.

A layoff shall be defined as the separation of an employee from the County service for lack of work or lack of funds. Upon request, the Association shall assist management in all matters pertaining to layoff and recall.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

A. Displacements and layoffs shall be made by total seniority and in accordance with the following order:

1. To positions in the employee's classification for which the employee is qualified within the department.
2. To vacant positions within the classification for which the employee is qualified outside of the department.
3. To positions in equal or lower classifications for which the employees are qualified within the department.
4. To positions in equal or lower classifications for which the employees are qualified outside of the department.

"Qualified" shall mean having the minimum requisites as specified in the most recent job announcement or job specifications.

B. In the event that no positions are available for displacement under this section, the employees shall be laid off.

C. It is not the intent of this Article to prevent employees in one bargaining unit from exercising their bumping rights to positions in other bargaining units within a Department, if said bumping is contractually permissible.

Section 8.

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

Section 9.

If the laid off employee is not placed under Section 7, and is not eligible for service retirement, the employee, within sixty (60) days, may exercise only one of the following options:

1. Be placed on a recall list for a period not to exceed three (3) years;
2. Receive severance pay equal to 1.75% of annual compensation for each year or major fraction of County service.

Section 10.

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

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

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

Notice of recall of employees who were laid off or displaced shall be sent to such employees at their last known address by certified mail. It shall be the responsibility of the employee to notify the Employer by certified mail of any change of address immediately after such change. Failure of an employee to report to work not later than ten (10) work days following receipt of delivery of such notice of recall shall be considered a voluntary resignation. Exceptions for good cause may be made by the Employer for failure to report as notified. If a laid off employee once refuses recall, the employee's name shall be removed from the recall list.

Employees displaced under Section 7 or 9 shall have the right to request placement on recall lists for all classifications for which they are qualified up to and including their former classification. Refusal to return to a classification from a recall list will cause the employee's name to be removed from that list.

ARTICLE XXV - HOLIDAYS

Section 1.

- A. All full-time employees shall be granted time off with pay for the following holidays:
1. New Year's Day
 2. Martin Luther King's Birthday
 3. Memorial Day
 4. Independence Day
 5. Labor Day
 6. Columbus Day
 7. Thanksgiving Day
 8. Day after Thanksgiving
 9. Christmas Eve
 10. Christmas Day
 - 11. New Year's Eve
 12. State and National General Election Days
 13. Three (3) Swing Holidays
- B. By January 15th of each year, the Employer shall publish the date that each holiday will be celebrated, including the three (3) swing holidays.
- C. Temporary and seasonal employees with less than six 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.
- D. 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.
- E. Holidays occurring within the period of annual leave or sick leave shall not be counted as workdays in computing such leave.
- F. Whenever one of the designated holidays occurs on a Saturday, the preceding Friday shall be designated as the official holiday, and whenever one of the designated holidays occurs on a Sunday, the following Monday shall be designated as the official holiday. Should two consecutive holidays occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official holidays.

Section 2.

- A. Full-time employees required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be compensated in cash at the rate of two hundred percent (200%) for all hours worked in addition to their regular pay for the holiday. Holiday premium pay for seven (7) day operations shall be paid for work on the day designated by the calendar as the holiday.
1. Except as provided in subsection (2) below, full-time employees required to work on any holiday other than those listed in Section A above shall be compensated at the rate of one hundred twenty-five percent (125%) for all hours worked in addition to their regular pay for the holiday.
 2. Employees assigned to seven (7) day operations who are required to work on any holiday other than those listed in Section A above and required to work the Day before Christmas, and the Day before New Year's Day shall accumulate such holiday time calculated at 125% for all hours worked, not to exceed a maximum of eighty (80) banked hours. Such employees upon reaching the maximum eighty (80) hours shall be compensated at straight time rates in addition to their regular pay for the day. The accumulated holiday time up to a maximum of eighty (80) hours may be used in connection with annual leave or be used at such time as mutually agreed between the Employer and the employee.

Section 3.

- A. Whenever one of the holidays listed in Section 1A above occurs on a day which is a regular day off for a shift employee working in a seven-day operation, the employee shall be given a substitute day off in lieu of such holiday. The substitute day off shall be designated by the Department Head and shall be granted not later than sixty (60) days following the date of the holiday. Employees required to work on the day designated as the substitute for the holiday shall be paid at the rate of one hundred and twenty-five percent (125%) for all hours worked in addition to their regular pay for the day.
- B. 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 Section 1 of Article XVIII. Employees shall not be entitled to shift differential pay for compensatory holiday time.

Section 4.

- A. Upon separation, an employee shall be paid for all unused accumulated holidays for which equivalent time off has not been allowed, provided, however, that unused holidays may not be accumulated for a total exceeding eighty hours (10 days).
- B. Holiday premium pay or equivalent compensatory time shall not be limited or denied because of overtime pay grade restrictions.

ARTICLE XXVI - ANNUAL LEAVE

Section 1.

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

- 1. The number of annual leave days to be granted shall be determined by the employee's total length of continuous service with the Employer. Length of service shall be calculated in accordance with the terms of Seniority Article XII.
- 2. Annual leave credit shall be granted in any calendar month in which the employee has no less than one hundred forty-four (144) hours of straight time pay.
- 3. One (1) year of continuous full or part-time service equivalent to two thousand eighty (2080) regular work hours must be completed except in cases of injury incurred in the line of duty or under emergency situations as determined by the Employer.

Section 2.

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

<u>Upon Completion of Service Years</u>	<u>Annual Leave Hours Per Calendar Month of Service</u>
Less than 5	8
5	10
10	12
15	14
20	16

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

Section 3.

Annual leave shall not be used until earned.

Section 4.

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

Section 5.

- A. Effective January 1, 1989 no employee shall be permitted to accumulate annual leave beyond that which could be earned in two (2) years. Upon reaching the maximum allowable accumulation, an employee shall not earn additional annual leave credits until the bank has been reduced below the maximum.
1. The above provision is modified to the extent that no separated employee can be paid for any annual leave banked time above the employee's one year accumulation as of January 1 of the year of separation plus whatever monthly earnings to which the employee is eligible between the preceding January 1 and the date of separation.
 2. The above provision is also modified in that any employee shall be able to accumulate annual leave above the maximum hours only if a pre-approved vacation was cancelled due to operational needs of the Employer or be paid if employee desires.
- B. **Scheduling of Annual Leave**
1. Employees shall inform their department head or designee in writing by May 1 of each year of their desire for annual leave. In the event there is conflict in scheduling annual leave, seniority shall prevail. Employees who fail to give the department head proper notice before May 1 of each year shall forfeit the seniority preference. The vacation schedule shall be confirmed in writing not later than June 1 of each year.
 2. Employees who attempt to schedule less than full-week annual leave on a continuing basis during prime vacation time shall not be allowed to exercise their seniority preference when there is a scheduling conflict.
- C. An employee who is granted a leave of absence without pay, except for employees receiving worker's compensation or long term disability benefits, shall be required to use all accumulated annual leave prior to the commencement of the leave of absence without pay.

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

ARTICLE XXVII - SICK LEAVE

Section 1.

- A. Effective December 1, 1988, every full time employee shall be entitled to accumulate sick leave credits of eight (8) hours, computed at straight time, for each completed month of service subject to the limits described in Section 2 below. No credit shall be earned for any calendar month of service in which the employee has less than 144 hours of straight time pay.
- B. All sick leave earned prior to November 1, 1983, was deposited in a primary sick leave bank. Each employee has elected one of the following options for disposition of primary bank time.

OPTION 1:

Payment of sick time at 80% of its December 1, 1983 value or value at time of payment, whichever is higher, over seven (7) years. Payments shall be made in cash or deferred compensation up to a maximum of \$7,500, at the employee's option. Payments shall not count toward final average compensation.

OPTION 2:

Payment of sick time at the time of termination from County service. Payment shall be based on the value of the time at termination. At retirement, payment shall be at 75% of its value. Upon death, payment shall be at 100% of its value. At other employment termination, payment shall be at 50% of its value. All payments shall count toward final average compensation. Any excess in Option 1 above remaining at time of termination shall be paid in accordance with this Option 2.

Section 2 - Secondary Bank

- A. One hundred percent of all unused sick time from November 1, 1983 through November 30, 1988, shall be deposited in a secondary bank. However, not more than sixty (60) days may be accumulated in the secondary bank. Employees who entered the bargaining unit after November 1, 1983, shall only be able to deposit unused sick time to a maximum of one (1) day per month of service. Time in the secondary bank must be used before primary bank time may be used. Employees who have used over one day per month between December 1, 1988 and the first pay period following ratification, shall have the equivalent number of hours deducted from their secondary bank. Employees with a deficit resulting from this adjustment will have all future sick leave accumulations applied to the deficit until the deficit is made up.
- B. Upon retirement, death or termination, secondary bank time shall be paid subject to the following limits:
1. 50% of value upon termination;
 2. 75% of value upon retirement; and
 3. 100% of value upon death.

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

Section 3.

An employee may utilize sick leave allowance for absences:

1. Due to personal illness or physical incapacity;
2. Due to exposure to contagious disease in which the health of others would be endangered by attendance on duty;
3. Due to the illness of a member of the immediate family who requires the employee's personal care and attention, not exceeding five (5) sick leave days in any one (1) year. The term "immediate family" as used in this Section shall include: present spouse, parents, present step-parents, grandparents, grandchildren, children, present step-children, brothers or sisters of the employee or the employee's spouse. It shall also include any member of the employee's household;

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

Section 4.

An employee absent for any 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 pay for the period of absence.

Section 5.

An employee who has been employed continuously during any one (1) year and who has not used more than five (5) days of sick leave in any one (1) year shall be granted an additional three (3) days of annual leave in accordance with the following provisions:

- A. Except as otherwise provided for in this Agreement, an employee who has not had more than a total of ten (10) days of leave without pay or time off without pay during any one (1) year shall be deemed to have been employed continuously for the entire year.
- B. Sick leave used in connection with a death of a relative under the provisions of Section 3 (4) of this Article and sick leave used as personal business leave under the provisions of Article XXIX shall not be counted for purposes of determining eligibility to receive such additional three (3) days of annual leave.

Section 6.

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

Section 7.

An employee who is seriously ill for more than five (5) days while on annual leave may, upon application to the Department Head or designee, have the duration of such illness charged against sick leave reserve rather than against annual leave. Notice of such illness must be given immediately to the Department Head or designee. Proof of such illness in the form of a physician's certificate shall be submitted by the employee to the Department Head or designee who shall determine whether or not such application shall be granted.

Section 8.

Except in the cases of injury or illness incurred in the line of duty, employees shall not be entitled to use sick leave until the completion of six (6) calendar months of continuous full-time or part-time service following the date of appointment or the date of re-employment for employees returning to the service by appointment from a re-employment list. For the purposes of this sub-section, if 1,040 regular work hours are completed prior to six (6) calendar months, then such hours shall be construed to be the equivalent of six (6) calendar months.

Section 9.

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

ARTICLE XXVIII - LONG TERM DISABILITY INCOME PROTECTION PLAN

- A. All employees will continue to be covered by a long term disability income protection plan which provides 60% of gross salary up to a maximum of \$2,000.00 per month. An employee who is otherwise eligible for sick leave qualifies for this income protection plan after sixty (60) calendar days of illness or disability. The employee shall receive benefits under the terms and conditions of the "Long Term Disability Plan" as may be amended.
- B. An employee disabled as 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 subsequently to favorable adjudication of a workers' compensation claim, the employee will reimburse the County the dollar amount received during the disability period.

- C. Employees receiving long term disability must cooperate in efforts to receive treatment and/or rehabilitation for continued benefits under the plan. Failure to comply may result in termination of benefits.
- D. Hospital medical benefits will continue while on long term disability for up to two (2) years.

ARTICLE XXIX - PERSONAL BUSINESS LEAVE

- A. All full-time employees who have completed one year of service and have accumulated sick leave in accordance with Article XXVII 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.
- B. Personal business leave days shall be used at the employees' discretion to the following extent:
 - 1. Upon reasonable notice to and with the approval of the department head or the designated departmental representative.
 - 2. Approval for personal business leave shall not be unreasonably withheld by the Department.
- C. Personal business leave may be requested by an employee in increments of not less than one (1) hour.
- D. Personal business leave days granted by the Department shall not be counted against the three (3) day vacation bonus for use of sick leave as provided in Article XXVII, Section 5.

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

Section 1.

Any employee transferring to another governmental jurisdiction as a result of a merger of governmental services, may, subject to the approval of the jurisdiction to which the employee is going, transfer accumulated annual leave and sick leave in accordance with the following provisions:

- A. An employee who has less than one year of continuous service may transfer accumulated annual leave.

- B. Employees who have completed one year of continuous service may, at their option, transfer all or part of accumulated annual leave and shall be paid for all unused accumulated annual leave not transferred. For the purpose of this subsection, if 2080 regular work hour are completed prior to one calendar year, then such hours shall be construed to be the equivalent of one year.
- C. An employee with less than two (2) years of continuous service may transfer accumulated sick leave.
- D. Employee who have had at least two years of continuous service may, at their option, transfer all or part of accumulated sick leave and shall be paid one half of all unused accumulated sick leave not transferred.

ARTICLE XXXI - MILITARY LEAVE

Section 1.

Full-time employees entering active military service shall be granted a leave of absence without pay for the required period of military service except that the leave shall be terminated upon re-enlistment for active military duty.

Section 2.

Employees making application for reinstatement within ninety (90) days of date of honorable discharge or release date from a VA hospital, shall be reinstated within thirty (30) days as though military leave had not occurred. Such employees shall be returned to a position in the same classification and grade level in which they were formerly employed in a manner that will result in the least displacement of other regular employees. Returning employees shall be required to show continued ability to perform.

Section 3.

Employees granted a military leave of absence shall, insofar as possible, have all the rights and privileges they would have had if they had remained on duty, including cumulative seniority, the right to take promotional examinations in order to place on current promotional lists, and increases in compensation. Employees shall also be entitled, on reinstatement, to participate in insurance (including pension plans and medical insurance) and other benefits dependent on length of employment to the same extent as if they had remained continuously at work.

Section 4.

Employees who are members of the Michigan National Guard, the Naval Reserve, the Marine Corps Reserve, the Coast Guard Reserve, the Officers' Reserve Corps, the Enlisted Reserve Corps of the United States Army, or any other Federally recognized reserve component of the Armed Forces, may be granted time off for not to exceed fifteen (15) calendar days in any one fiscal year when called for training with said reserve component, provided however, that such time off shall be granted only to employees who have had six (6) months or more of continuous employment at the time of the commencement of such military training. Employees returning to the service by re-employment shall not be entitled to be granted such time off until they have completed six (6) months or more of continuous service following the date of re-employment. The pay rate of employees during such time off shall be the difference between their regular pay rate and the total amount of compensation, less any and all allowances, received by them for such military training.

Section 5.

This Article affects employees applying for military leave on or after the effective date of the Agreement.

ARTICLE XXXII - LEAVE WITHOUT PAY

- A. A regular employee may be granted a leave of absence without pay upon prior written recommendation by the department head approved by the Director of Personnel/Human Resources for any of the following reasons:
1. Because of physical or mental disability of the employee,
 2. Because the employee has been elected or appointed to a public office,
 3. Because the employee is entering the unclassified or exempt services of the Employer,
 4. Because the employee is entering upon a course of training or study, in an approved educational institution, for the purpose of improving the quality of the employee's service to the county or for the purpose of qualifying for promotion,
 5. Because of extraordinary reasons, sufficient in the sole discretion of the Director of Personnel/Human Resources, to warrant such leave of absence.

- B. A probationary employee may be granted a leave of absence without pay upon prior written recommendation by the department head approved by the Director of Personnel/Human Resources because of the physical disability of the employee or for extraordinary reasons, sufficient in the sole discretion of the Director of Personnel/Human Resources, to warrant such leave of absence.

ARTICLE XXXIII - MATERNITY LEAVE

A regular or probationary employee who becomes pregnant may apply for and shall be granted a maternity leave of absence without pay before and after the expected date of delivery upon presentation to the department head and the Director of Personnel/Human Resources a written recommendation from the employee's personal physician.

The Director of Personnel/Human Resources may require the employee to take a longer period of leave of absence prior to and subsequent to the date of delivery than that requested by the employee and recommended by the employee's personal physician, if in the judgement of the Director of Personnel/Human Resources the nature and type of work performed by the employee is such that it would be injurious to the employee or not in the best interests of the Employer or the public for the employee to continue to work. If this determination is disputed by the employee, the employee may be examined by the Employer's Examining Physician in order to determine the employee's fitness to work.

ARTICLE XXXIV - BEREAVEMENT LEAVE

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

- A. 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 used in conjunction with the funeral and shall not be cumulative.
- B. The term "immediate family" as used in this section shall mean the employee's husband or wife, and the parents, grandparents, grandchildren, children, brothers, sisters, brothers-in-law, and sisters-in-law of the employee or spouse. "Immediate family" shall also include stepparents, great-grandparents, great-grandchildren, stepchildren, stepbrothers, stepsisters, half brothers and half sisters.

- C. Employees shall notify their department head prior to using bereavement leave as herein provided and failure to comply may be cause for denial of such leaves.
- D. 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.
- E. In the event that a holiday as defined in Article XXV occurs during the bereavement leave, the employee shall be allowed equivalent time off with pay for paid holiday at such time as the department head shall designate. In the event that bereavement leave occurs during the period when the employee is on annual leave or sick leave, such leave shall be credited to the appropriate leave bank.
- F. Employees on leaves of absence without pay as defined in Article XXXII shall not be eligible to receive bereavement leave.

ARTICLE XXXV - TIME OFF

Section 1.

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

- A. For subpoenaed appearance in courts or before governmental agencies as a witness on behalf of the Employer or Association.
- B. For participation in promotional examinations held by the Employer or other examinations which may be required.
- C. For attendance at meetings of the Retirement Commission, when the employee is a member of the Commission.
- D. For serving as a juror subject to the current Employer policies regarding Jury Duty. A copy of this policy shall be given to any employee summoned for jury service.
- E. If the Employer is involved in a blood bank program, the employees shall be released to participate in such a program during working hours without loss of pay, subject to scheduling by the Employer.
- F. Four (4) hours for observance of Good Friday.

Section 2.

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

Section 3.

An employee may be granted time off with compensation for attendance at Veterans or Credit Union Conventions to which the employee is an accredited delegate.

Section 4.

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

ARTICLE XXXVI - INDEMNIFICATION

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

ARTICLE XXXVII - ECONOMIC IMPROVEMENTS

Section 1.

- A. Effective the first full pay period following February 1, 1988:
1. The present six (6) step County Graded Salary Plan will be extended to eight (8) steps utilizing the present dollar differential.
 2. The present bi-annual steps and all additional steps shall become annual steps.
 3. All employees in the County Graded Salary Plan shall receive a one step increase with a new anniversary date of February 1st. The increase shall be payable the first full pay period following ratification of this contract by the County Board of Commissioners.
 4. Employees red-circled as of February 1, 1988, will receive a bonus equal to the step amount for their grade, payable the first full pay period following ratification of this contract by the County Board of Commissioners.
- B. Effective the first full pay period following February 1, 1989:
1. All employees in the County Graded Salary Plan shall receive a one step increase payable the first full pay period following ratification of this contract by the County Board of Commissioners.
 2. Employees red-circled as of February 1, 1989, shall receive a bonus equal to the step amount for their grade, payable the first pay period following ratification of this contract by the County Board of Commissioners.
- C. Effective the first full pay period following February 1, 1990:
1. The eight (8) step County Graded Salary Plan will be extended to nine (9) steps using the present dollar differential.
 2. The salary grades of bargaining unit classifications shall be determined based on market surveys made December 15, 1989 using benchmarks and job groupings contained in the Appendices.

Based on the December 15, 1989 survey, the benchmark class shall be placed on the salary grade whose ninth (9th) step is closest to the average maximum salary paid to employees doing similar work in the local job market.

For Appendix A classifications, the local job market is defined as the following employers :

American Natural Resources	Michigan Bell
Detroit Edison	Blue Cross/Blue Shield
State of Michigan	City of Detroit

For classifications in Appendix B, the local job market shall be defined as the following employers:

American Natural Resources	Michigan Bell
Detroit Edison	Oakland County
State of Michigan	City of Detroit

The Department of Personnel/Human Resources shall conduct the survey using published data and local data collection firms wherever possible. The Department shall seek to compare County benchmark classifications with positions of comparable background and responsibility in the local job market. The department may use fewer than all the firms in the "local job market" with the consent of the Association, and may substitute a similar firm with the consent of the Association.

3. Employees shall receive the rate based on the market survey or a step increase, whichever is greater, payable the first full pay period following February 1, 1990.
 4. Employees red-circled as of February 1, 1990, will receive a bonus equal to the step amount for their grade, payable the first full pay period following February 1, 1990.
- D. Effective the first full pay period following February 1, 1991:
1. The nine (9) step County Graded Salary Plan will be extended to ten (10) steps using the present dollar differential.
 2. All employees in the County Graded Salary Plan will receive a one-step increase payable the first full pay period following February 1, 1991.
 3. Employees red-circled as of February 1, 1991, will receive a bonus equal to the step amount for their grade, payable the first full pay period following February 1, 1991.

Section 2.

Employees hired after February 1, 1988 or promoted into the bargaining unit after February 1, 1988, shall retain their date of hire or date promoted into the bargaining unit, as their anniversary date and not February 1 for purposes of step increases.

Section 3.

Effective upon ratification of this Agreement, promotions within the bargaining unit will not change the anniversary date of any employee.

Section 4.

Advancement on the County Graded Salary Plan steps through January 31, 1992, shall be automatic unless an employee receives an unsatisfactory performance evaluation in the last rating period. Unsatisfactory rating may be the subject of the grievance procedure but not the arbitration process.

ARTICLE XXXVIII - RETIREMENT

Section 1 - Definitions

- A. Defined Benefit Plan #1 is a contributory plan providing a retirement allowance of 2% of average final compensation multiplied by credited service. The amount of County financed portion shall not exceed 75% of average final compensation. Membership in this plan is limited to members who were employed prior to December 31, 1983. Transfer to other plans are available.
- B. Defined Benefit Plan #2 is a non-contributory Plan providing a retirement allowance of:
1. 1% of average final compensation multiplied by credited service but by not more than 20 years; plus
 2. 1 1/4% of average final compensation multiplied by credited service, if any, in excess of 20 years.

The amount of County financed portion shall not exceed 75% of average final compensation. Membership in this plan is available to members employed after November 1, 1983.

- C. Defined Contribution Plan #4 is a contributory plan whereby the member shall select a contribution rate from the following available rates:
1. 1% of compensation
 2. 1-1/2% of compensation
 3. 2% of compensation
 4. 2-1/2% of compensation

The Employer shall contribute \$4.00 for every \$1.00, (Executive Service Group: \$5.00 for every \$1.00) contributed by the member. The total contribution of both shall not exceed \$7,500.00 per year.

A member with less than three (3) years of credited service who voluntarily terminates employment shall be permitted to withdraw only the member's contribution plus earnings, if any. Upon separation after three (3) years of credited service, the member shall be permitted to withdraw both the member and Employer contributions, plus earnings, if any.

Upon involuntary termination of employment (other than for cause) during the first three (3) years of employment, the member shall be permitted to withdraw both the member and Employer contributions, plus earnings, if any.

Section 2 - Provisions

A. Defined Benefit Plan #1

1. Eligibility for Retirement

- a. Age 50 with 25 years of credited service
- b. Age 60 with 5 or more years of credited service

2. Members Contribution

- a. 0-8 years credited service 6% of annual compensation
- b. 9-12 years credited service 4% of annual compensation
- c. 13-16 years credited service 3% of annual compensation
- d. 17 or more years credited service 2% of annual compensation

3. Vesting - 8 or more years of credited service

4. Non-Duty Disability - 10 or more years of credited service

5. Duty Disability

- Receipt of Workers' Compensation for injury related to disability
- may be reduced by amount of Long Term Disability Plan payments.

6. Transfer Options -

- a. To Defined Benefit Plan #2 - Refund of accumulated contributions which includes interest plus a bonus equal to 50% of accumulated contributions, which does not include purchased credited service. The bonus stays in the plan -- earning interest, and is only refundable upon termination or retirement.

- b. To Defined Contribution Plan #4 - Refund of accumulated contributions which includes interest. The Employer shall contribute \$4.00 for every \$1.00 contributed by the member (Executive Service Group \$5.00 for every \$1.00). The total contribution of both shall not exceed \$7,500.00 per year. In addition to the regular Employer payment, the member will receive a bonus match of \$2.00 for each \$1.00 for a period of years and months equal to the member's prior service credit. The normal and bonus match shall exclude purchased credited service. Bonus payments are not subject to the total contribution limit of \$7,500.00.

B. Defined Benefit Plan #2

1. Eligibility For Retirement

- a. Age 55 with 25 years credited service
- b. Age 60 with 20 years credited service
- c. Age 65 with 8 or more years credited service.

2. Members Contributions - None.

3. Vesting - 8 or more years credited service.

4. Non-Duty Disability - 10 or more years of credited service. May be reduced by amount of Long Term Disability Plan payments.

5. Duty Disability - Receipt of Workers' Compensation for injury related to disability. May be reduced by amount of Long Term Disability Plan payments.

6. Transfer Option - Upon becoming vested with 8 or more years in this plan, may transfer to Plan #4.

C. Defined Contribution Plan #4

***1. Eligibility for Retirement**

- a. Age 55 with 25 years credited service
- b. Age 60 with 20 years credited service
- c. Age 65 with 8 or more years credited service.

***Members who "retire" under the provisions of this plan shall be eligible for the same insurance and health benefits as a member retiring from a Defined Benefit Plan.**

2. **Members Contribution**

a. Members electing this plan shall contribute the following available rates:

1. 1% of compensation
2. 1-1/2% of compensation
3. 2% of compensation
4. 2-1/2% of compensation

3. Vesting - 3 or more years of credited service (Executive Service Group - 2 or more years of credited service.)

4. Non-Duty Disability - None.

5. Duty Disability - None.

6. Transfer Option - None.

Section 3 - General Provisions

A. Credited Service

Personal service rendered the County while a member shall be credited to the member's individual credited service account in accordance with the rules of the Retirement Commission. In no case shall more than one year of service be credited on account of all service rendered by a member in a calendar year. A member who renders ten or more days of service in a calendar month shall be credited with service for that month. The Retirement Commission may credit a full year of service to a member who renders at least 10/12 of a year of credited service during a calendar year.

B. Average Final Compensation

Average final compensation is 1/60 of the aggregate amount of compensation paid a member during the five years of credited service in which the aggregate amount of compensation is greatest. Included in average final compensation may be sick and annual leave payment, as well as other negotiated fringe benefit payments.

C. Vesting

A member who ceases to be a member for a reason other than death or retirement shall become a vested former member if the member meets the requirements of the vested termination eligibility program specified by the member's coverage group.

D. Non-Duty Disability

1. Any age with ten or more years of credited service, and the member is incapacitated and such incapacity is likely to be permanent.

E. Duty Disability

1. Any age and any amount of credited service and the disability to be the natural and proximate result of actual performance of duty in the employ of the County and Workers' Compensation is paid on account of the incapacity, and such incapacity is likely to be permanent.

Section 4 - Early Retirement

- A. All employees who have twenty (20) years or more of credited service in the Retirement System may elect to accept early retirement regardless of age, provided said election is made during the month of November, 1990.
- B. If the Employer determines that the services of an employee are valuable to the County and that loss of such service without adequate time for training will work a hardship, the Employer may delay early retirement for up to twenty-four (24) months.
- C. If early retirement is delayed under the terms of Section 4B above, the employee shall be granted a salary increase of five percent (5%) for the period of delay.
- D. A member of the bargaining unit 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.
- E. At least fifty percent (50%) of the amount due shall be paid to the Retirement System upon election of this purchase arrangement. 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 Board, 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.
- F. Members retiring after electing to pay under Section 2E above shall not be eligible for group health benefits as provided to other retirants until the entire payment is made.

Section 5 - Purchase of Military Service

- A. Within sixty (60) days of the signing of the Agreement by the County Executive, all employees may purchase up to a total of six (6) years prior military service at fifty percent (50%) of the full actuarial cost. Purchase shall be in one (1) month increments with twelve (12) months of purchased credited service needed for one year of credited service.

- B. After sixty (60) days of the signing of the Agreement by the County Executive, 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.
- C. The Retirement Board shall establish rules for implementation of this Section.

ARTICLE XXXIX - INSURANCE PROGRAMS

Section 1 - Health Insurance

- A. The Employer shall continue to provide at its expense hospital-medical benefits for each full-time, permanent employee within this bargaining unit, and their legal dependents. The coverage provided shall be equal to Blue Cross-Blue Shield MVF II-Ward Service, with prescription rider, \$2.00 deductible, mandatory consultation on elective surgery rider, precertification of elective inpatient hospital admission rider, and precertification of hospital length of stay for inpatient hospital admissions rider and transplant surgery rider or, as an alternative to Blue Cross-Blue Shield MVF-II Ward Service with above rider, qualified employees may choose an available HMO or Prudent Provider Arrangement.
- B. The Employer will provide only one health care benefit option per family. This is applicable even though both spouses work for and/or are covered as a result of the retirement program.
- C. In the event of the accidental death of an employee, resulting from the performance of the employee's duties, the Employer shall provide at its expense hospital-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.
- D. The Employer shall provide for a retiree's and an active employee's self-insured optical reimbursement program with a \$75.00 maximum benefit level for each family member who is currently covered under MVF-II, HMO, or PPA at Employer's expense. Benefits will be restored every two years.

- E. The Employer shall continue to provide Master Medical Supplemental Benefit Catastrophic Coverage Plan Option 3 Insurance for each active employee in this bargaining unit that has elected MVF-II coverage. Program will include a \$100 deductible and a 90%-10% copay.
- F. 1. Dependent children will be covered under the plan of participation until the end of 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 registrar's office of the school of attendance.
 - b. Dependency by sworn affidavit which will be provided by the Employer.
2. Dependent children between the ages of 19 and 24, who are still your legal dependents but are not full-time students, may continue coverage on your contract at your expense. The cost for this continued coverage will be deducted from your payroll/pension check. The cost will be \$25.00 per month for the life of this agreement.
3. Handicapped dependent children over the age of 19 will be carried, at no expense to the employee, so long as he/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:
- Completed form #0407-7, 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.
- G. All new employees with or without prior service with the County are required to participate in the plan of the County's choice for at least one year. Participation will begin the first of the month following the effective date of active service and will continue without election until the new enrollment period following one year in the mandatory plan.
- H. The employer will coordinate benefits with insurance carriers of spouses and/or dependents of Wayne County, active employees, and retirees. It is a requirement that all employees and retirees provide Risk Management with current information as to changes in marital, employment and insurance status.

- I. Retirees shall be entitled to the Consolidated Omnibus Budget Reconciliation Act (COBRA) as provided for by Federal Statute.

Section 2 - Dental

The Employer shall provide a dental plan for each active employee in this bargaining unit with levels as follows:

Class I Benefits: 100% on diagnostic services, preventive services, restorative services, and 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 Services: Services usually employed by dentists to rebuild, repair or reform the tissues of the teeth. Minor services usually include amalgam, synthetic porcelain, plastic restorations and relines and repairs to prosthetic appliances. Major restorations shall include crowns, jackets and gold-related services when the teeth cannot be restored with another filling material. All major and minor restorations are not limited to those listed above.

Oral Surgery Services: Extractions and other oral surgery procedures usually employed by a dentist.

Class II Benefits: Provides for prosthodontic services, endodontic and periodontic services. 85% paid, included in \$1,000 maximum per person/per benefit year.

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

Prothodontic 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.

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 benefit of \$500 per person per lifetime. No age limit restrictions.

Section 3 - Life Insurance

- A. The Employer shall continue to pay the full premium for \$10,000.00 of group life insurance for each full-time permanent employee within the bargaining unit.
- B. Supplemental life insurance is available under a group plan at the option of the employee.
- C. The Employer shall provide \$4000.00 of life insurance to employees that retire from this bargaining unit on or after the effective date of contract.

Section 4 - Definition

"Full-time" employees for purposes of Sections 1, 2 and 3 above shall mean an employee who is hired to perform at least thirty-two (32) hours of work per week.

Section 5 - Continuation

Whenever employees are on approved leaves of absence because of illness and have exhausted all of their accumulated sick leave, the Employer shall continue to pay the full cost of hospital-medical insurance and basic life insurance provided by the Employer for a period not to exceed six (6) months following termination of sick leave pay; provided, however, the employee shall have four (4) continuous years of service.

Section 6 - Workers' Compensation

- A. 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/annual leave does not exist, the employee must request a leave of absence without pay.
- B. When workers' compensation payments commence, unused sick/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.

- C. 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 Labor Worker's Compensation Bureau.
- D. If an employee has a work related disability, the Employer may void seniority rights to place this individual back to work in an open position meeting their restrictions if the employee is minimally qualified for the job. The employee shall be paid at the same rate prior to disability unless the new light duty position is paid at a higher rate by the Bargaining Unit contract.
- E. Employees on workers' compensation shall receive hospital medical benefits pursuant to their collective bargaining agreement for no more than two (2) years of continuous disability.

Section 7 - Unemployment Insurance

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

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

ARTICLE XL - SEVERABILITY CLAUSE

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

ARTICLE XLI - MAINTENANCE OF CONDITIONS

This Agreement, in addition to the terms and conditions herein expressly set forth, is intended to confirm all other terms and conditions governing the employment of the members of this bargaining unit. Also, all fringe benefits including, but not limited to, pensions, longevity pay, hospitalization insurance, life insurance, vacation leave, sick leave, and holidays not changed or included in this Agreement that are now being received by the employees shall remain in full force and effect, nor shall the Employer alter any of these terms or conditions without notice to and consent of the Association.

ARTICLE XLII - ENTIRE AGREEMENT

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

ARTICLE XLIII - TERMINATION OF AGREEMENT

This Agreement shall be effective and shall remain in full force until 11:59 p.m., January 31, 1992.

This Agreement shall continue in effect for consecutive yearly periods after January 31, 1992 unless notice is given, in writing, by either the Association or the Employer, to the other party at least sixty (60) days prior to or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands:

GOVERNMENT ADMINISTRATORS
ASSOCIATION

David E. Kasunic
David E. Kasunic,
Association Executive

Herbert Tam
Herbert Tam, President
General Fund Chapter

Thaddeus Stanek, Jr.
Thaddeus Stanek, Jr., President
Supervisory Engineers

Carl Vogt
Carl Vogt, President
Non-Supervisory Engineers

DATED: 6/1/89

FOR THE COUNTY OF WAYNE

BY: Mark A. Zyzanski

DATED: August 4, 1989

Edward H. McNamee
County Executive

DATED: 8/31/89

Approved:

Wayne County Commission

DATED: _____

LETTER OF UNDERSTANDING

UNIFORM ALLOWANCE

IT IS AGREED BETWEEN the parties, that members of the Government Administrators Association, who are required to wear protective clothing, excluding shoes, shall be furnished such clothing by the Employer.

FOR THE GOVERNMENT
ADMINISTRATORS ASSOCIATION:



David E. Kasunic,
Association Executive

Dated: 6/1/89

FOR THE EMPLOYER:



Michael M. Kayserian, Director
Labor Relations Division

Dated: 6/1/89

LETTER OF UNDERSTANDING
PROFESSIONAL REGISTRATION

Effective with the signing of this agreement, all Engineers promoted to Engineer V through Engineer VIII classifications, must be registered as Professional Engineers in the State of Michigan.

Anyone promoted to Engineer VI/Platting must be registered as a Licensed Land Surveyor (not a Professional Engineer) in the State of Michigan.

FOR THE GOVERNMENT
ADMINISTRATORS ASSOCIATION:



David E. Kasunic,
Association Executive



Thaddeus Stanek, Jr., President
Supervisory Engineers



Carl Vogt, President
Non-Supervisory Engineers

Dated: 6/1/89

FOR THE EMPLOYER:



Michael M. Kaysserian, Director
Labor Relations Division

Dated: June 1, 1989

LETTER OF UNDERSTANDING

COMPACTION

Employees in the classification of Engineer I, II, and III's shall be compacted so that Engineer I's shall be promoted to Engineer II's at the end of one year of service. Engineers thus promoted shall be promoted to Engineer III's at the end of an additional one and one-half (1-1/2) years of service. Said compaction shall become effective on the date of ratification with no retroactive pay. Salary levels upon movement to the next higher class shall be governed by the promotional rule.

FOR THE GOVERNMENT
ADMINISTRATORS ASSOCIATION:

FOR THE EMPLOYER:

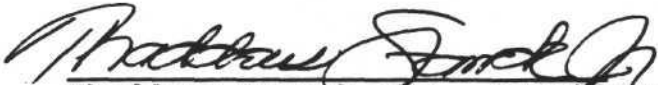


David E. Kasunic,
Association Executive




Michael M. Kayserian, Director
Labor Relations Division

Dated: August 4, 1989



Thaddeus Stanek, Jr., President
Supervisory Engineers



Carl Vogt, President
Non-Supervisory Engineers

Dated: 6/1/89

LETTER OF AGREEMENT

The County of Wayne and the Government Administrators Association agree as follows:

The Bargaining Unit shall consist of all employees of the Employer holding positions in classifications designated as "Appendix ____." Members of the unit accept the "Agreement of the Government Administrators Association" (attached), with the following modification:

Article IV - The Bargaining Unit Area Representative to represent employee grievances at Step 1 and Step 2 of the grievance procedure shall be the Non Supervisory Unit President. The Association shall inform the Director of Labor Relations of the name of the Area Representative. The bargaining committee for this unit shall include one (1) employee member of the Bargaining Unit and the Non Supervisory Unit President.

Article XI, Section 3D - SUBSTITUTE THE FOLLOWING FOR ALL OF 3D:

...All disciplinary action shall be subject to the grievance procedure; however, grievances arising from reprimands shall proceed no further than Step 3, which shall be the terminal step.

FOR THE GOVERNMENT
ADMINISTRATORS ASSOCIATION:



David E. Kasunic,
Association Executive

FOR THE EMPLOYER:



Michael M. Kaysserian, Director
Labor Relations Division

Dated: June 1, 1989



Thaddeus Stanek, Jr., President
Supervisory Engineers



Carl Vogt, President
Non-Supervisory Engineers

Dated: 6/1/89

EDWARD H. MCNAMARA
CHIEF EXECUTIVE OFFICER



THOMAS BEDNARSKI
DIRECTOR
BARBARA GODRE
DEPUTY DIRECTOR
MICHAEL KAYSSEKIAN
LABOR RELATIONS DIRECTOR
CIVIL SERVICE COMMISSION
LEVI JACKSON, CHAIRMAN

LETTER OF UNDERSTANDING

This will confirm the understandings reached in our recent negotiations that employees holding positions in the Executive Service group (Payroll Group Code 58), who have had their rates of pay, economic improvements and/or benefits determined by the County Executive's Office, shall continue to do so, and shall be ineligible for any economic improvements or fringe benefits provided in the collective bargaining agreement.

Employees holding positions in the Executive Service group, who have received their rates of pay, economic improvements and/or benefits under the terms and conditions of the 1983-86 collective bargaining agreement, shall continue to be governed by the current collective bargaining agreement.


Any exceptions to the above-mentioned understandings shall be a proper subject for the discussion regarding Executive Service group employees which will take place within 30 days of ratification.

FOR THE GOVERNMENT
ADMINISTRATORS ASSOCIATION:



David E. Kasunic,
Association Executive

FOR THE EMPLOYER:



Michael M. Kaysserian,
Director of Labor Relations

May 10, 1989
Dated