

11/30/90

8873

SETTLEMENT AGREEMENT

Between

HOTEL EMPLOYEES, RESTAURANT EMPLOYEES  
LOCAL 24, AFL-CIO

and

THE COUNTY OF WAYNE, MICHIGAN

(as represented in negotiations by the  
Labor Relations Division, Department of  
Personnel/Human Resources)

*Wayne County*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

UNIVERSITY MICROFILMS  
SERIALS ACQUISITION  
300 N ZEEB RD  
ANN ARBOR MI 48106-1500

## SETTLEMENT AGREEMENT

### WAGE REOPENER

- I. It is agreed between the parties that all County employees represented by Local 24, AFL-CIO, Hotel Employees, Restaurant Employees, shall continue to be paid under the County Graded Salary Plan as established under the previous agreement.
  
- II. It is agreed between the parties that effective the first pay period following January 1, 1988:
  - A. The present eight (8) step County Graded Salary Plan will be extended to ten (10) steps utilizing the present dollar step differential, all steps will be annual.
  
  - B. Employees in the County Graded Salary Plan will be given a step increase the first pay period following January 1st, and a new anniversary date of January 1st.
    1. Those red-circled employees who do not receive a full step increment as a result of being placed in the new ten step County Graded Salary Plan will receive a bonus equal to the difference between their step and 3.5 percent increase of the annual base rate of pay.
  
  - C. Red-circled employees who are not in the new ten (10) step County Graded Salary Plan will receive a step rolled into their base hourly rate.
  
- III. Effective January 1, 1989 red-circled employees and employees at the maximum step of the County Graded Salary Plan will receive a bonus equal to 3.5% of their annual base rate of pay, payable the first pay period in January, 1989.



8873

6/30/89

AGREEMENT

between

HOTEL, MOTEL, RESTAURANT EMPLOYEES,  
COOKS AND BARTENDERS UNION, LOCAL 24, AFL-CIO

(UNIT I)

and

THE COUNTY OF WAYNE, MICHIGAN

(as represented in negotiations by the  
Labor Relations Division, Department of  
Personnel/Human Resources)

July 1, 1986

Michigan State University  
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RELATIONS LIBRARY

*Wayne County*

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## AGREEMENT

Agreement entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 1986 between the County of Wayne, Michigan (hereinafter referred to as the "Employer") as represented in negotiations by the Wayne County Executive and the Hotel, Motel, Restaurant Employees, Cooks and Bartenders Union, Local 24, AFL-CIO (hereinafter referred to as the "Union").

### PURPOSE AND INTENT

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

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

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

The parties recognize that the Employer is legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment and to these ends agree that no persons shall be denied employment, or membership in the Union, nor in any way be discriminated against because of sex, age, race, color, creed, national origin, political or religious beliefs, handicapped condition, or marital status, except where based on a bona fide occupational qualification.

## ARTICLE I - RECOGNITION

### Section 1.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as defined by the terms of this Agreement for those employees included in the designated bargaining unit.

### Section 2.

The bargaining unit shall consist of all employees of the Employer holding positions in classifications designated in Section 4. New classes may be added thereto by agreement between the parties. Bargaining unit positions shall not be retitled for the purpose of removing same from the bargaining unit without prior agreement between the parties.

### Section 3.

- A. Part-time employees holding positions in classifications designated in Section 4 shall be included in the bargaining unit covered by this Agreement, provided they have been continuously employed for a period of six (6) months from the date of last appointment during the term of this Agreement. A layoff not to exceed ten (10) consecutive workdays during the six (6) month period shall not be considered a break in continuous service as defined by this section.
- B. Effective July 1, 1986 entrance provisional County employees, i.e., new hires, appointed to positions listed in Section 4 shall not be employed more than six (6) months, except by mutual agreement between the parties to this Agreement.

Section 4 - Definition of Bargaining Unit

The following classifications or positions are hereby declared to be included in the bargaining unit:

Classifications

Food Service Worker I  
Food Service Worker II  
Cook  
Senior Cook

The classifications of Food Service Worker I and Food Service Worker II shall be reinstated within the Bargaining Unit.

ARTICLE II - AID TO OTHER UNIONS

Section 1.

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

Section 2.

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



## ARTICLE III - UNION SECURITY

### Section 1.

To the extent that the laws of the State of Michigan permit, it is agreed that:

- A. Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have been employed for a period of thirty (30) days, who do not make application for membership in the Union within thirty (30) days after the effective date of this Agreement shall, commencing with the first biweekly payroll period thereafter and for the duration of this Agreement, pay to the Union a service charge in an amount equal to the regular monthly dues as a contribution toward the administration of this Agreement. The provisions of this section shall also apply to part-time, temporary, and seasonal employees as defined in Article I, Section 3, provided that said employees shall not be required to comply until completion of ninety (90) days of employment.
  
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have been employed for less than thirty (30) days, and employees hired, rehired, or transferred into the bargaining unit after the effective date of this Agreement, who do not make application for membership in the Union within thirty (30) days after completion of thirty (30) days of service shall, commencing with the first biweekly payroll period thereafter, and for the duration of this Agreement, pay to the Union the service charge defined in (A) above. The provisions of this section shall also apply to all employees as defined in Article I, Section 3, provided that said employees shall not be required to comply until completion of ninety (90) days.

### Section 2.

Failure to comply with the provisions of this article, Section 1, shall be cause for the termination of the employee.

### Section 3.

No employee shall be terminated under this article except as provided below:

Section 3.

No employee shall be terminated under this article except as provided below:

- A. The Union has first notified the Director of Personnel/Human Resources, in writing, that the employee has elected not to join the Union.
- B. Within ten (10) workdays from the date the Union notifies the Director of Personnel/Human Resources that the employee has elected not to join the Union, the Director of Personnel/Human Resources shall:
  - 1. notify the employee of the provisions of this Agreement;
  - 2. obtain the employee's response; and
  - 3. notify the Union of the employee's response
- C. In the event the employee has neither joined the Union nor signed the "Authorization for Deduction of Service Charge" form after the above, the Union may proceed to request termination of the employee by written notice to the Director of Personnel/Human Resources, with a copy to the employee, registered mail, return receipt requested.
- D. Upon receipt of such written notice, the Director of Personnel/Human Resources shall, within five (5) workdays, notify the employee that unless there is immediate compliance, the employee will be terminated not later than the end of the next pay period.
- E. The employee shall then be terminated unless the employee can produce evidence of compliance.

Section 4.

The Union will defend, indemnify, and save harmless the Employer from any and all claims, demands, suits, and other liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

## ARTICLE IV - PAYMENT OF UNION DUES

### Section 1.

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

### Section 2.

Deductions shall be made only in accordance with the provisions of said "Authorization of Union Deduction" form.

### Section 3.

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

### Section 4.

Deductions for each calendar month shall be remitted to the designated financial officer for each Local Union, within fifteen (15) days after date of deduction, with a listing of employees for whom said deductions were made.

### Section 5.

The Employer shall not be liable to the Union by reason of the requirements of this article for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will defend, indemnify, and save harmless the Employer from any and all claims, demands, suits, and other liability by reason of action taken or not taken by the Employer for the purpose of complying with this article.

ARTICLE V - PAYMENT OF SERVICE CHARGE

Section 1.

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

Section 2.

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

Section 3.

Deductions for each calendar month shall be remitted, within fifteen (15) days after date of deduction, to the designated financial officer for each local union, with a listing of employees for whom said deductions were made.

Section 4.

The Employer shall not be liable to the Union by reason of the requirements of this article for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, duties and other liability by reason of action taken or not taken by the Employer for the purpose of complying with this article.

Section 5.

Failure to comply with the provisions of this article, Section 1, shall be cause for termination of the employee in accordance with Article IV, Section 3.

ARTICLE VI - MANAGEMENT'S RIGHTS

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

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

## ARTICLE VII - REPRESENTATION

### Section 1.

It is mutually agreed that for the purpose of operating under this Agreement, employees shall be entitled to representation by designated Shop Stewards and Steward Committees.

### Section 2.

The number of representatives shall be as follows:

One (1) chief steward and two (2) alternate stewards shall represent the employees at the Wayne County Jail.

### Section 3.

All stewards shall be full-time employees with regular status of the County of Wayne and shall be selected by the Union. The Union shall keep an up-to-date list of the aforementioned and shall supply the Employer with a copy of same.

### Section 4.

Stewards, during their work hours and without loss of compensation, may investigate and present grievances to the Employer. Before entering upon such Union business, stewards shall advise their supervisor. Approval for the steward to leave his job assignment for a reasonable period of time to complete his union business will not be unreasonably withheld with the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Any alleged abuse by either party will be a proper subject for a Special Conference.

## ARTICLE VIII - GRIEVANCE PROCEDURE

### Section 1.

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

Whenever an employee, a group of employees or the Union believes there is cause for a grievance on matters concerning employment with the Employer, or that any provision of this Agreement has not been properly interpreted or applied, the procedure hereinafter provided shall be followed.

Provided, however, that should a County employee elect to appeal to the Civil Service Commission for reasons of having been demoted or terminated only, the employee shall not return to the grievance procedure. Representation at the Civil Service Commission shall fulfill the Union's obligation to represent the employee in the specific instance.

The Union shall have the right to commence a grievance at the level of management causing such grievance.

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

New employees hired in a bargaining unit classification represented by this Union shall be considered probationary employees for a period of (180) calendar days from the date of hire. The Union shall represent probationary employees for discipline or discharge. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement, except as to discipline and discharge.

It is understood between the parties hereto that any of the time periods hereinafter provided may be extended by written agreement, and further, that workdays shall not include Saturday, Sunday or holidays.

Step 1: The employee with the union steward, or the union steward acting alone, but in behalf of the employee, shall, within ten (10) workdays of the date of the events giving rise to the grievance, or the employee's knowledge of such events, orally discuss the grievance or dispute with the employee's immediate supervisor. The supervisor shall attempt to adjust the matter and shall respond to the steward within four (4) workdays.

Step 2: If the grievance or dispute is not satisfactorily settled by discussion, it shall be presented in writing by the Union to the appropriate division or designated Step 2 representative within three (3) workdays after the the discussion was held and the response due.

The aggrieved employee and/or the union steward shall be given a reasonable time, during work hours, to prepare the written grievance. All written grievances shall specifically describe the nature of the complaint, the date the alleged grievance occurred, the identity of the employee or employees involved (i.e. aggrieved and protested), and the provisions of this Agreement the Union claims the Employer has abridged or failed to apply.

The division head or designated Step 2 representative shall within four (4) workdays meet and discuss the grievance with the steward and/or local business representative and the employee. All parties directly involved and witnesses may also be required to attend such meeting. Within four (4) workdays from the date of said meeting the department head or designated representative shall respond in writing to the grievance.



Step 3: If the grievance is still in dispute, it may be presented by the union steward and/or local union business representative to the department head in writing, together with the written answer from Step 2, within five (5) workdays from the date the response from the division or section head is due. The department head shall give his disposition in writing to the head steward and/or local Union business representative within five (5) workdays. Department head shall mean the Chief Administrative Officer of the Department.

Step 4: If the grievance is still unsettled after Step Step 3, it may be presented in writing by the local union business representative (with copies of previous written response) and/or the head Union steward within five (5) workdays to the Department of Personnel/Human Resources. The Department shall give its disposition in writing to the Union within ten (10) workdays. It is understood between the parties hereto that any of the above-mentioned time periods may be extended by mutual agreement. It is also understood that group grievances may be processed as outlined above, provided, however, that policy grievances involving departmental-wide policies which affect more than one department may, upon the agreement of both parties, begin at Step 4, that being the Department of Personnel/Human Resources. A grievance concerning alleged safety hazards may begin at Step 4, after the department involved has been given the opportunity to consider the validity and possible urgency of the grievance.

Step 5: If the grievance is still unresolved after the above Step, either party (either party meaning the Employer or the Union) may submit the grievance within thirty (30) days of Step 4 response to Federal Mediation and Conciliation Service which shall act as Administrator of the proceedings.

- A. The Arbitrator shall have no power or authority to add to, detract from, alter, or modify the terms of this Agreement.
- B. Each party will bear the full costs for its side of arbitration and will pay one-half (1/2) of the cost of the Arbitrator.
- C. The decision of the Arbitrator shall be binding upon the parties and affected employees.
- D. No settlement at any stage of the grievance procedure shall be a precedent in any Arbitration Hearing.
- E. All claims or awards for back wages shall be limited to five (5) workdays from the written grievance. Further, all Awards for back pay shall be reduced by an amount equal to any compensation or sums received from any and all outside sources during the disputed time period.

## ARTICLE IX - SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Union and the Employer. Unless otherwise agreed, such meetings will be restricted to two (2) representatives of the Employer and two (2) representatives of the Union.

Unless otherwise agreed, arrangements for such special conference shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting together with the names of the conferees representing the requesting party shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda; but in no case shall such matters be in conflict with the Agreement. Such conferences shall, to the extent possible, be held during regular work hours. A representative of the local union or representative of the International Union may attend the special conference as one of the Union's two (2) representatives.

## ARTICLE X - STRIKES AND LOCKOUTS

### Section 1.

Adequate procedure has been provided by this Agreement and Public Act 379 (1965) for the settlement of any grievance(s), dispute(s) or impasse(s) which may arise between any one or more of the employees in the bargaining unit covered by this Agreement, or the Union, its members, representatives, officers, or committees and the Employer.

### Section 2.

Accordingly, it is agreed that neither the Union nor its members, officers, representatives or committees will cause, call, engage in, encourage or condone work stoppages. The officers of the Union will take affirmative action to preclude or terminate any slowdown or strikes against, including but not limited to, any concerted refusal to work for, any concerted absenteeism from work or from employment with the Employer.

## ARTICLE XI - MANUAL OF PERSONNEL PROCEDURES

The Manual of Personnel Procedures as revised to August 27, 1976, heretofore adopted by the parties for County employees only, shall remain in effect where not in conflict with this Agreement. Any modification of such manual during the term of this Agreement shall be negotiated between the Department of Personnel/Human Resources and the Union and no modification, deletion, or change shall be effected without prior notification to the Union.

ARTICLE XII - DISCIPLINARY PROCEDURE

Section 1.

- A. Employees shall not be subject to any form of discipline except for just cause. If the Union determines to appeal any disciplinary action other than oral and written reprimands, it shall file a grievance in accordance with Step 3 of Article VIII.
- B. Disciplinary action may be imposed upon an employee for failure to fulfill the employee's job responsibilities or for improper conduct while on the job, or for off the job conduct, which is tied to his employment, that tends to bring the Employer into public disrepute.
- C. Nothing in this article shall prevent the department head from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.
- D. The steward or another representative of the Union may be present at the time disciplinary action is imposed and shall represent the employee at all levels of disciplinary proceedings. All disciplinary actions shall be subject to the grievance procedure provided, however, oral or written reprimands shall not be subject to arbitration.

Section 2.

- A. The intent and purpose of the following is to provide for progressive disciplinary action.
  - 1. Oral Reprimand;
  - 2. Written Reprimand;
  - 3. Suspension, or demotion (not to exceed five (5) months); and,
  - 4. Removal or discharge.
- B. Nothing in this section shall prevent the department from taking appropriate disciplinary action, without regard to progressive discipline, when the offense is deemed to be serious in nature.

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

Section 3.

- A. There shall be one official personnel file.
- B. A notation of oral reprimand by date and subject only may be placed in the employee's personnel file.
- C. When initiating a disciplinary action on a current charge, the Employer shall not take into consideration any prior infraction which occurred more than two (2) years previously.
- D. Upon request, an employee's official personnel file in the Personnel/Human Resources Department may be reviewed every six (6) months. Such request shall be complied with within five (5) workdays.

Section 4.

- A. No employee of this bargaining unit shall 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 charged with the commission of any felony or of a misdemeanor involving criminal moral conduct during work hours or related to the work location or job responsibility, shall have the circumstances unilaterally reviewed by the Employer. After said review, the employee may be suspended, or reassigned to a less sensitive position pending the judicial determination of said charge at the trial level.
- C. Employees convicted of the commission of any felony or a misdemeanor involving criminal moral conduct during work hours or related to their work location or job responsibility may be disciplined.

ARTICLE XIII - SENIORITY

Section 1.

- A. County seniority shall be defined as an employee's total length of service from the last date of hire, except as modified herein.
- B. Bargaining Unit seniority shall be defined as the employee's most recent date of entry into the Bargaining Unit except as modified herein.
- C. County seniority shall be used for determining retirement annual and sick leave credits.
- D. Bargaining Unit seniority shall be used to determine choice of vacations, holidays, and days off, filling of vacant positions by transfer, demotion, or provisional promotion, layoffs and recall.
- E. An employee on a leave of absence without pay shall continue to earn seniority credits for a period not to exceed six (6) months within a two-year period.

An employee on layoff, suspension, military leave, union leave, periods of time when an employee is receiving workers' compensation benefits, paid leaves and unpaid leaves of absences caused by illness or disability, shall continue to earn bargaining unit seniority credits without limitation.

- F. Any bargaining unit employees promoted or transferred to a position outside the bargaining unit shall have his/her bargaining unit seniority frozen as of the date of such transfer or promotion.

At the time that the employee may return to the bargaining unit, he/she shall return to the bargaining unit only with the frozen bargaining unit seniority retained at the time of leaving the unit, frozen bargaining unit seniority may be used for bidding on transfers, bumping, promotions, etc.

Section 2.

Definitions

"Full-time" employees shall mean an employee who is hired to perform at least thirty-two (32) hours of work per week.

Part-time Employees

Permanent part-time employees shall receive prorated fringe benefits based upon the actual number of hours worked during the preceding ninety (90) day period, provided said part-time and temporary employees shall not receive holiday pay or be assigned overtime unless all full-time employees decline said overtime work.

Section 3.

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



Section 4.

In the event of a tie in seniority, the tie shall be broken by the last four (4) digits of the employee's social security number, the lowest number indicating the most senior employee.

Section 5.

A. An employee shall lose his/her seniority for the following reasons only:

1. Discharge.
2. Voluntary or regular service retirement;
3. Resignation or voluntary quits, which shall include:
  - a. failure to return to work when recalled within ten (10) workdays after notice of recall from layoff;
  - b. failure to return to work within five (5) workdays after the expiration of an approved leave of absence or extension thereof;
  - c. absence from work for five (5) consecutive workdays without a proper and valid notice of such absence to the Employer within the five (5) day work period.

B. Loss of seniority under the above provisions is subject to the Grievance Procedure.

## ARTICLE XIV - LAYOFF AND RECALL

### Section 1.

During a period of layoff the first order of priority for filling vacancies shall be established by this article.

### Section 2.

Notice of layoff shall be issued by the Department of Personnel/Human Resources. Notice shall be given to the Union two (2) weeks prior to the action of layoff of any employee. Notice shall be delivered to any employee to be laid off not less than five (5) workdays prior to the effective date of said action.

Upon notification of a layoff, the Union shall assist Management in all matters pertaining to layoff and recall upon request. The Union shall notify Management of any errors in the layoff process, based on current information it may possess (i.e. an affected employee is a steward or officer of the Local, an employee is no longer in the affected position, etc.), prior to notification being delivered to an employee.

### Section 3.

In the event of a layoff, and entrance provisional (new hires) and part-time regular employees in that order, in affected classifications in the bargaining units covered by this Agreement, shall be laid off prior to the layoff of a full-time regular employee.

Such employees, holding classifications which full-time regular employees being laid off cannot qualify to fill, shall be excluded from this provision.

### Section 4.

In the event the Employer determines to layoff employees, said layoffs shall be in accordance with operational and managerial needs of the Employer; subject to the Employer's obligation to meet and confer with the Union as to the effects said layoffs will have on the members of the bargaining unit.

#### Section 5.

In the event of a scheduled layoff notwithstanding their position on the seniority list, stewards shall be retained in their respective shifts and work locations provided there is work in their classification to be performed. In the event the classification, shift, or work location is eliminated and a dispute should arise as to where the steward shall be assigned, seniority shall prevail among stewards.

#### Section 6.

Within 30 days after the effective date of layoff in accordance with Article XIII, the department head shall provide a bidding mechanism for all employees to achieve a shift or geographic location as close as possible to that received by the employees insofar as their seniority will allow, regardless of vacancies.

#### Section 7.

When it is necessary to lay off a regular employee from a position in a class series, and in which there are employees in lower classes having less seniority, the employee scheduled to be laid off shall be placed in a position held by an employee with less seniority, and the employee with less seniority shall be laid off. Provided, however, that the employee shall be qualified for the duties of the position in the lower class.

#### Section 8.

Recall shall be defined as the process by which an employee who has been laid off is returned to employment, to his/her former classification, to a classification within their series, to a classification in which previous status was achieved, to a department, or work location. The names of employees laid off shall be placed on a recall list in order of their seniority, for classes from which the employees were laid off or in which the employees previously held status.

Employees shall be recalled in order of their seniority, the most senior to be recalled first. Notice of recall of employees who were laid off shall be sent to such employees at their last known address by certified mail. It shall be the responsibility of the employee to notify the Employer by certified mail of any change of address immediately after such change. Failure of an employee to report to work within ten (10) workdays from receipt of such notice of recall shall be considered a quit. Exceptions for good cause may be made by the Employer for failure to report as notified.

If an employee declines an appointment from a recall list to a position under conditions which the employee had previously accepted prior to lay off, that employee's name shall be removed from the recall list.

## ARTICLE XV - WORKWEEK

The standard payroll week shall begin at 12:01 a.m., Monday and end at 12:00 midnight Sunday. The workweek of each employee shall consist of five (5) regularly scheduled, recurring eight (8) hour workdays during the standard workweek. The two (2) remaining days, which shall be consecutive, shall be designated as the sixth (6) and seventh (7) day of the employee's workweek and shall be known as "off days". The term "workweek" shall refer to either a five (5) day or seven (7) day operation.

## ARTICLE XVI - WORK HOURS

### Section 1.

- A. The regular workday shall begin at 12:01 a.m. and extend to 12:00 p.m. Premium pay for holidays, Saturday and Sunday work shall be based upon the workday on which the greater number of hours is worked.
- B. The first shift shall be any full-time shift commencing between the hours of 4:00 a.m. and 10:00 a.m.
- C. The second shift shall be any full-time shift commencing between the hours of 11:00 a.m. and 7:00 p.m.
- D. The third shift shall be any full-time shift commencing between the hours of 7:00 p.m. and 4:00 a.m.
- E. Employees covered by this Agreement shall be paid thirty cents (.30) per hour in addition to the basic hourly rate, for all work performed during a regularly assigned second shift; and thirty-five cents (.35) per hour, in addition to the basic hourly rate for all work performed during a regularly assigned third shift.

## Section 2.

Employees covered by this Agreement shall be paid thirty (.30) cents per hour in addition to the basic hourly rate, for all work performed on a Saturday during a regularly scheduled workweek; and thirty-five (.35) cents per hour, in addition to the basic hourly rate for all work performed during a regularly scheduled workweek.

## Section 3.

Each County agency, division, or department shall in consultation with the local union, establish a schedule of lunch periods which will not adversely affect the operation of the services. In the event of the inability of the parties to agree upon a schedule of lunch periods as herein provided, the issue shall be resolved by negotiations between each Employer and said local union with notification to the Personnel/Human Resources Department in writing.

## Section 4 - Lunch Periods

Past practice notwithstanding, all employees will be required to work an eight (8) hour workday. The lunch period shall be unpaid and in addition to the eight (8) work hours.

ARTICLE XVII - 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 County Official Salary Schedule as follows:

- A. For all hours of work performed in excess of eight (8) hours in any one (1) workday.
- B. For all hours of work performed on the sixth (6) day of the employee's workweek.

Section 2.

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

For all hours of work performed on the seventh (7) day of the employee's workweek.

Section 3.

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

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.

Overtime and holiday premium hours shall be divided as equally as possible among employees in the same classifications in the appropriate work area. An up-to-date list showing overtime hours will be posted at reasonable times in a prominent place in each appropriate work area. Whenever overtime or premium time is required, the person with the least number of overtime hours in that classification within the appropriate work area will be called first and so on down the list in an attempt to equalize the overtime or premium time hours. Employees in other classifications may be called if there is a shortage of employees in the classification needed.

In such cases, they would be called on the basis of least hours of overtime or premium time in their classification, provided they are capable of doing the work. For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work will be charged the average number of overtime or premium time hours of the employees working during that period. This provision does not apply when an employee is on an approved paid leave other than workers' compensation.

Section 6.

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

ARTICLE XVIII - CALL TIME

Employees called in to work prior to the start of their regular shift shall be paid for a minimum of three (3) hours at the rate of time and one-half (150%), providing the call time does not overlap their regular work shift.

ARTICLE XIX - TEMPORARY ASSIGNMENTS

Section 1.

- A. When an employee is temporarily assigned to a higher classification due to a stated emergency for a period of two (2) consecutive workdays, the employee shall be compensated upon the third (3) workday.
- B. Employees temporarily assigned as vacation replacement shall be entitled to the additional compensation as of the eleventh (11) continuous workday of such assignment.
- C. The rate established for the higher classification will provide for a pay increase for said employee from the first hour on the temporary assignment.
- D. Holidays recognized by this Labor Agreement will not constitute a break in A or B above.

Section 2.

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

- A. Positions filled are of cyclical nature.
- B. Position created by a work project (temporary assignment for the duration of the project).
- C. Position created by the leave of absence of an employee.

Section 3.

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



ARTICLE XX - LEAVES

Section 1 - Vacation Leave

- A. All full-time employees shall be entitled to vacation leave with pay computed at straight time rates, in accordance with the following regulations:
1. Employees shall not be entitled to use vacation leave until the completion of one year of continuous full or part time service, except in cases of injury incurred in the line of duty or under emergency situations as the same shall be determined by the Employer or designee. For the purpose of this subsection, one year of continuous service shall be calculated on the basis of 2080 hours. If 2080 regular work hours are completed prior to the first anniversary year, then such hours shall be construed to be the equivalent of one year.
  2. The number of vacation leave days to be granted shall be determined by the employee's total length of service with the County. Length of service shall be calculated on the basis of total service, subject to the following provisions:
    - a. Service prior to resignation shall not be considered in computing the length of total County service.
    - b. Employees who have successfully completed an initial probationary period shall have their length of service for vacation leave accruals adjusted by any time in excess of six (6) months inactive service, which would include certain leaves of absence without pay and layoffs subject to rules governing the length of those leaves and layoffs. No adjustment shall be made to length of service for leaves of absence granted for the purposes of union business, military service, and as a result of a military service connected disability. Length of service shall be adjusted by all time in excess of 90 days as a result of leaves of absence without pay granted for personal illness, long term disability leaves and workers' compensation leaves.

- c. Periods of seasonal, temporary, or limited term employment shall be deducted from the total length of service in computing vacation leave days unless such employment is followed without break in service by a permanent appointment.
  - d. Leaves of absence and time off without pay granted pursuant to this article shall not be construed as breaks in service, provided, however, that the length of such leaves of absence and time off shall be deducted from the total length of service, except that union leaves, military leaves, leaves during which employees are receiving workers' compensation, leaves granted to disabled veterans due to illness resulting from a service-connected disability, and 90 days of leaves of absence granted because of personal illness in any one year shall not be deducted.
  - e. In the event an employee is reinstated from Duty Disability Retirement, he/she shall not be considered as having had a break in service and shall not have the period of said Duty Disability Retirement deducted from the total length of service.
3. On the first day of the calendar month after the effective date of this Agreement, employees shall have their accrued vacation leave prorated by adjusting from an anniversary month to a calendar month basis for the one month prior to the effective date of this provision. Such conversion shall be computed by:

Number of workdays X earnings rate

4. Annual leave shall be further adjusted from the first day of the month of separation to the separation on the same basis.

<u>a. 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. No employee shall earn a vacation leave credit in any calendar month in which he/she has less than One Hundred and Forty-four (144) hours of paid service.

5. All part-time employees shall be entitled to vacation leave with pay on the same basis as provided in subsection 1 through 3 above in proportion to time actually worked.

6. Vacation leave shall not be anticipated.

7. Final decision as to whether any employee may take vacation leave shall rest with the Employer but no employee shall be required to work more than two years without a vacation leave.

8. Effective January 1, 1987 no employee shall be permitted to accumulate vacation leave beyond that which he/she could earn in two (2) years time. Upon reaching the maximum allowable accumulation, an employee shall thereafter earn no additional vacation leave credits until his bank has been reduced below the maximum.

a. The above provision is modified to the extent that no employee separating from the service can be paid for any vacation leave banked time above 160 hours 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.

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

- c. Employees whose pre-approved vacations have been cancelled may accumulate time above their allowable limit only in the amount of time cancelled, or reschedule vacation within 90 days, or be paid.

B. Scheduling of Vacations

1. Employees shall inform their department head or designated departmental representative in writing by May 1 of each year of their desire for vacation leave. In the event there is conflict in scheduling vacation leave, seniority shall prevail. Employees who fail to give the department head proper notice before May 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 vacations on a continuing basis during prime vacation time shall not be allowed to exercise their seniority preference when there is a scheduling conflict.
3. Final decision as to when any employee may take vacation leave shall rest with the Employer.

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

D. In accordance with the Manual of Personnel Procedures, Rule 13, Section 1 N; An employee who is granted a leave of absence without pay, except for employees receiving workers' 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.

E. 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.

F. Rule 13, Section 1 (g), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), (r) of the Manual of Personnel Procedures are herein adopted and incorporated by reference.

## Section 2 - Sick Leave

A. Every full time employee shall be entitled to sick leave with full pay of one eight (8) hour workday (computed at straight time) for each completed month of service, based upon the limits spelled out below; provided, however, that no sick leave credit shall be granted in any anniversary month in which the employee has had less than 18 days of paid service. Employees rendering part time, seasonal or intermittent service shall be entitled to sick leave at the same rate for time actually worked. Hourly employees shall be entitled to sick leave on the basis of eight (8) hours for each completed month for service calculated on the basis of 2080 work hours per year.

### B. Primary Bank

All sick leave accumulated up to July 1, 1983 shall be deposited in a primary sick leave bank. Sick leave in the primary bank can be used in any of the following ways:

1. As sick leave upon exhaustion of the secondary bank. When used as sick leave, each hour is paid at the employee's then current salary rate.
2. All or part of the primary bank may be cashed out subject to the following limitations:
  - a. a maximum of \$7,500 per year may be withdrawn;
  - b. the value of the time withdrawn shall be frozen at its July 1, 1983 dollar amount;
  - c. it shall be paid at 80% of its frozen dollar value, payment may be in cash or in the form of deferred compensation; and,
  - d. no portion of the cash payment shall be counted toward final average compensation

3. Upon retirement or other termination, the bank may be cashed out subject to the following conditions:
  - a. the value of the time shall be frozen at its July 1, 1983 dollar amount;
  - b. for retirement, the amount paid shall equal 75% of July 1, 1983 dollar amount which may be credited toward an employee's final average compensation;
  - c. for termination, the amount paid shall equal 50% of the July 1, 1983 dollar amount which may be credited toward an employee's final average compensation; and,
  - d. upon death, the amount paid shall equal 100% of the July 1, 1983 dollar amount which may be credited toward final average compensation for the calculation of survivor's benefits, if any

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

C. Secondary Bank

All sick time earned in accordance with Section 2 A shall be deposited in a secondary bank. However, no more than 60 days may be accumulated in the secondary bank. Time in the secondary bank must be used before primary bank time may be used.

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

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

- D. 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 his/her attendance on duty.
  3. Due to the illness of a member of the immediate family who requires his/her personal care and attention, not exceeding five (5) sick leave days in any one year. The term "immediate family" as used in this section shall mean parents, grandparents, children, brothers, or sisters of the employee or of the employee's husband or wife. It shall also include any member of the employee's household.
  4. To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
  5. For routine medical or dental appointments, upon prior approval of the department head or designated departmental representative.
  6. Because of illness or physical incapacity due to pregnancy or childbirth or following childbirth, provided that the employee submits a satisfactory statement from her physician of her inability to work.
- E. An employee absent for one of the reasons mentioned above shall inform the designated management representative as soon as possible, and failure to do so within a reasonable time may be the cause for denial of sick leave with pay for the period of absence.
- F. The employee may be required by the designated management representative, within reason, to produce evidence in the form of valid medical documentation of the reason for the absence during the time for which sick leave is requested. A department head may grant sick leave to an employee for periods of illness not exceeding 30 calendar days. All requests for sick leave for more than 30 calendar days' duration shall be submitted to the Employer or designee for prior approval and shall be accompanied by a physician's certificate supporting said request. The Employer or designee may require further medical reports from time to time on all sick leave in excess of 30 calendar days.

- G. All accumulated and unused sick leave shall be credited to any employee recalled from a layoff, transferred or certified to another department without break in service.
- H. An employee may not utilize accumulated sick leave reserve for absences resulting from an injury arising out of and in the course of employment with an employer other than the County.
- I. An employee who has been employed continuously during any one year and who has not taken more than five (5) days of sick leave in any one year shall be granted an additional three (3) days of annual leave in accordance with the following provisions:
  - 1. Such additional three (3) days of annual leave may be accumulated not to exceed six (6) days.
  - 2. Except as otherwise provided for in this Agreement, an employee who has not had more than a total of ten (10) days of leave without pay or time off without pay during any one year shall be deemed to have been employed continuously for the entire year.
- J. Holidays falling within a period of sick leave shall not be counted as workdays. Sick leave taken shall be charged at the same rate at which it is earned, i.e., one workday equals eight (8) hours.
- K. Except as otherwise provided for in this Agreement, sick leave shall not accrue during a leave of absence without pay, or while an employee is off and receiving workers' compensation.
- L. Employees returning to the service from a military leave shall be granted one day of sick leave for each month spent in military service, not to exceed the number of days the employee would have accumulated had the employee not been on military leave.



- M. An employee who is seriously ill for more than five days while on annual leave may, upon application to and approval of the department head or designated departmental representative, 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 designated departmental representative. Proof of such illness in the form of a physician's certificate shall be submitted by the employee to the department head or designated departmental representative who shall determine whether or not such application shall be granted.
- N. Except in cases of injury or illness incurred in the line of duty, employees shall not be entitled to use sick leave until the completion of six (6) calendar months of continuous full or part time service following the date of appointment. For the purposes of this subsection, if 1040 regular work hours are completed prior to six (6) calendar months, then such hours shall be construed to be the equivalent of six (6) calendar months.
- O. Except as provided in Section 4 of this article, and except for employees with less than two (2) years of continuous service, upon separation from the service, employees shall be paid for all unused accumulated sick leave in accordance with Section 2 B and C.

Continuous service shall mean employment without interruption or break. Layoffs, leaves of absence without pay, time off without pay and suspensions shall not be considered as breaks in service, provided however, that the length of such time off or separation shall be deducted from the total length of service, except that union leaves, military leaves, periods during which employees are receiving Workers' Compensation, leaves granted to disabled veterans due to illness resulting from a service connected disability, and 90 days of leaves of absence because of personal illness in any one year, shall not be deducted.

### Section 3 - Personal Business Leave

- A. All full-time employees who have completed one year of service and have accumulated sick leave in accordance with Section 2 of this article shall be entitled to utilize such sick leave for personal business leave not to exceed four (4) days in any one anniversary year. The anniversary year shall be defined as the date on which the employee is entitled to receive the three (3) annual leave days.
- 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 days shall not be used as an adjunct to vacation time.
- D. Personal business leave may be requested by an employee in increments of not less than four (4) hours.
- E. Personal business leave days granted by the Department shall be counted against the three (3) day vacation bonus for use of sick leave as provided in Section 2 (I) of this article.

**Section 4 - Transfer of Annual Leave and Sick Leave to  
Another Governmental Jurisdiction**

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. An employee who has completed one year of continuous service may, at his/her 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 years of continuous service may transfer accumulated sick leave.
- D. An employee who has had at least two years of continuous service as defined in Section 2 (O) of this article may, at his/her option, transfer all or part of accumulated sick leave and shall be paid one half of all unused accumulated sick leave not transferred.

**Section 6 - Military Leave**

For County employees, military leaves of absence shall be granted pursuant to the Manual of Personnel Procedures.

## Section 7 - 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,
- 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.
- C. Maternity Leave - A regular or probationary employee who becomes pregnant may apply for and may 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.

D. Leaves granted for any of the above reasons, except leaves granted under the provisions of Section A (3) of this article shall be subject to the following regulations:

1. Such leaves shall not be granted for more than six (6) months, but may be renewed, upon approval of a written application of the employee, for a period not to exceed two (2) years.
2. Leaves of absence granted to employees because of physical or mental disability may be extended beyond the first six (6) months for an additional period of time not to exceed two (2) years at the expiration of which time the employee shall either produce evidence that he is physically and/or mentally capable of returning to work, subject to the Employer's Examining Physician's approval, or the employee's services shall be terminated. Written notice of such termination shall be given to the employee by his department head or mailed to the employee's last known address, a copy will be mailed to the Union, and a copy will be retained by the Employer. Any regular employee whose employment is terminated under the provisions of this article may appeal from such termination as provided for in the Agreement. The name of any regular employee whose employment is terminated because of a physical or mental disability, may upon written application to the Department of Personnel/Human Resources, within two (2) years from the date of said termination subject to the recommendation of the Employer's Examining Physician be placed on an appropriate reemployment list.

An employee returning from a leave of absence for a mental or a serious physical disability, or reemployed under the provisions of this section, may be required by the Director of Personnel/Human Resources or designee to demonstrate within 90 days following his/her return to work that he/she is able to perform the duties and responsibilities of his/her position, and, in such event, the Department Head shall submit a report to the Director of Personnel/Human Resources or designee at the end of the 90-day period, evaluating the employee's work performance.

3. An employee granted a leave of absence hereunder shall be restored to his/her position on the expiration of the leave or if approved by the department head and the Director of Personnel/Human Resources or designee before the expiration thereof.
4. In the event such employee's position shall have been abolished in the meantime, the employee shall be returned to the service in the following manner:
  - a. If there be a provisional employee or employees serving in a position of the same class in the Department in which the individual was formerly employed, the most recently appointed provisional employee shall be separated and the returning employee appointed to the position.
  - b. If there be no provisional employee in the Department and class of position in which the returning employee was formerly employed but there be such provisional employee or employees in some other Department or the County, the most recently appointed provisional employee shall be separated and the returning employee appointed to the position.
  - c. If there be no provisional employee in that class of position in any Department of the Employer, the name of the returning employee shall be placed at the head of the reemployment list for the class. Should the names of two or more employees returning from leave be placed on the same reemployment list, the names shall be arranged in order of seniority.

Leaves granted under the provisions of Section A 3 of this article shall be subject to the following regulations:

1. Such leaves shall be granted for the duration of employment in the unclassified or exempt service.
2. An employee granted a leave of absence hereunder whose leave terminates, upon request, shall be restored to his/her classified position.
3. In the event such employee cannot be restored to his/her classified position under the above provisions, the employee's name shall be placed on the reemployment list.

#### Section 7 - Absence Without Leave

Any employee who is absent without leave for five (5) or more consecutive workdays or who fails to report at the expiration of a leave of absence shall be deemed to have resigned from the employ of the Employer and shall forfeit all seniority rights.

#### Section 8 - Time Off

- A. Employees may be granted time off from their duties with compensation by the department head for any of the following reasons:
  1. For appearance in courts or before Boards or Commissions as a witness, except when such appearance is in the employee's own behalf.
  2. For participation in promotional examinations held by the Employer designee or other examination which may be required.
  3. For attendance at meetings of the Board of Trustees of the Wayne County Employees' Retirement System, when an employee is a member of such Board.
  4. For registering, or for physical and medical examinations, for military service under the Selective Service Act.

5. For serving as a juror subject to the following provisions:
  - a. For those days the employee is required to serve as a juror and is regularly scheduled to work the pay rate of the employee during such time off shall not be interrupted. Jury duty pay received by the employee shall be remitted to the Employer.
  - b. The employee shall be required to work on the days he/she is regularly scheduled to work and on which he/she is not required to serve as a juror.
  - c. An employee shall not be required to work any portion of his/her shift (including afternoon or night shifts) on those days on which the employee is required to serve as a juror.
  - d. The employee shall furnish proof of the jury service.
  - e. Any department and/or division of the County that is involved in a legitimate blood bank program shall release its employees to participate in such a program during work hours without loss of pay, subject to scheduling by the Employer.
- B. With the prior approval of the department head and concurrence by the Director of Personnel/Human Resources, employees may be granted time off from their duties, with compensation, for any of the following reasons:
  1. Attendance at state and national veteran or credit union conventions when such attendance may be expected to contribute to the betterment of the service. An employee requesting time off with pay under this section shall be duly elected or appointed delegate of such organization, and proof of actual attendance at such convention may be required by the department head. In no case shall any employee be allowed more than seven workdays off with pay for any and all such conventions in any one fiscal year, except with the approval of the Employer or designee.



2. Attendance at in-service training and other courses designed to improve the employee's performance or to prepare the employee for advancement.
- C. An employee may be granted time off with pay to attend professional conferences, meetings, or institutes as a duty assignment. The determination of need for any employee to attend such a conference shall be the responsibility of the department head with concurrence by the Director of Personnel/Human Resources.
- D. An employee may be granted time off without compensation for attendance at meetings other than those specified in subsection B and C above or to attend to urgent personal business, provided that such employee shall request approval from the department head in sufficient time to permit the latter to make arrangements therefore, and further provided, that such time off will not seriously affect the operation of the department.
- E. With the prior approval of the department head, an employee may be granted intermittent time off from his/her duties with or without compensation for a fraction of a day, up to but not to exceed three hours at any one time for attendance of meetings of County Boards or Commissions or with County officials as a representative of an employee group. Employees who desire such time off shall submit their requests to their department head. The department head shall thereupon determine whether such time off shall be granted, and if granted, whether it shall be with or without compensation.
- F. With the prior approval of the department head, an employee may be granted time off from duties for attendance at state 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 department head.

- G. An employee who is a member 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 another Federally recognized reserve component of the Armed Forces, may be granted time off for not to exceed 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 reemployment 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 reemployment. The pay rate of the employee during such time off shall be the difference between the employee's regular pay rate and the total amount of compensation, less any and all allowances, received by the employee for such military training.
- H. All employees, except temporary and seasonal employees with less than six (6) months of continuous service shall, upon the approval of their department head, and contingent upon the operating schedule and the needs of public services of each department, including those essential to the peace, safety, and health of the public, be granted one-half day of time off with pay at straight time on Good Friday, or shall be granted equivalent time off at such time as their department head may designate.

## I. Union Leaves and Time Off

1. Employees who are elected to Union Conventions shall be allowed time off without pay to attend such conventions in accordance with the requirements of the Union Constitution and convention.
2. Employees who are selected to represent their Local Union at union conferences shall be allowed time off without pay to attend such conference not to exceed five (5) days in any fiscal year upon written approval of the department head.
3. Members of the Union elected to Local Union positions or selected by the Union to perform work which takes them from their employment shall at the written request of the Union receive leaves of absences for the term of office or appointment and upon return shall be reemployed at work in the previous classification with accumulated seniority.
4. Those members elected or selected to perform work for the Union that takes them from their employment will have the option of allowing any accumulated annual leave bank to be frozen during their leaves.

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

## Section 9 - Bereavement Leave

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

- A. Bereavement leave shall be limited to three (3) workdays. Such leave must be taken 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 taking 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 Section 5 of this article 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 this article shall not be eligible to receive bereavement leave.

Section 10 - Leave and Time Off Not Required to be Made Up

Time taken off with compensation under any of the provisions of this article (including annual and sick leave) shall not be required to be made up.

Section 11.

For purposes of this article, the Director of Personnel/Human Resources shall act as the designee of the Employer of County of Wayne.

ARTICLE XXI - HOLIDAYS

- A. All full-time employees shall be granted time off with pay for the following holidays:

1. New Year's Day	Major Holiday
2. Martin Luther King's Birthday	Minor Holiday
3. Memorial Day	Major Holiday
4. Independence Day	Major Holiday
5. Labor Day	Major Holiday
6. Columbus Day	Minor Holiday
7. Thanksgiving Day	Major Holiday
8. Day after Thanksgiving	Minor Holiday
9. Christmas Eve	Minor Holiday
10. Christmas Day	Major Holiday
11. New Year's Eve	Minor Holiday
12. State and National General Election Days	Minor Holiday
13. Three (3) Swing Holidays	Minor Holiday

On or before January 15 of each year, the C.E.O. shall publish the date that each holiday will be celebrated, including the three (3) swing holidays. This provision shall be effective as of January 1, 1987.

- B. 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.

- C. 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.
- D. Holidays falling within the period of annual leave or sick leave shall not be counted as workdays in computing such leave.
- E. Full-time employees required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid 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 as provided by this section shall be paid for work on the day designated by the calendar as the holiday for seven-day operations.
- F. Whenever one of the holidays enumerated in Section A above falls on a day which is a regular day off for a shift employee working in a seven-day operation, the employee shall be 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.
- G. 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 holidays taken off.

- H. Upon separation of an employee from the service, the employee shall be paid at the time of separation for all unused accumulated holidays for which equivalent time off has not been allowed, provided, however, that such unused holidays may not be accumulated for a total exceeding eighty hours (10 days).
- I. For the purpose of this article, except as provided in A above, whenever one of the designated holidays falls on a Saturday, the preceding Friday shall be designated as the official holiday, and whenever one of the designated holidays falls 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.
- J. Any employee who has an unexcused absence on either the first workday proceeding the holiday or the first workday following the holiday shall forfeit any claim to holiday pay.

ARTICLE XXII - 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 MVF II-Ward Service, with prescription rider, \$3.00 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 or as an alternative to MVF-II Ward Service with above rider qualified employees may choose an available HMO or Prudent Provider Arrangement.

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:

1. Active enrollment in college or university by letter from the registrar's office of the school of attendance.
2. Dependency by sworn affidavit which will be provided by the Employer.

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.

The Employer shall pay each active employee who elects an HMO fifty percent (50%) of the County's savings when the HMO's cost is compared to MVF-II Ward Service with prescription rider coverage. However, the employee must be on active payroll at time of payment, which will be paid quarterly.



- B. 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.
- C. The Employer shall continue to provide Master Medical Supplemental Benefit Catastrophic Coverage Plan Option 4 Insurance for each active employee in this bargaining unit that has elected MVF-II coverage. Program will include a \$100 deductible and a 80%/20% copay.
- D. The Employer shall provide a dental plan for each active employee in this bargaining unit with levels as follows:
- 100% Class I
  - 85% Class II
  - 50% Class III
  - \$500 lifetime maximum for orthodontics
  - \$1000 yearly maximum per individual
- E. Members of the bargaining unit choosing the MVF-II option will pay 50% of any increase up to \$250 per year. Payment of future increase shares shall be in addition to shares from the previous years.
- F. 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. Compliance with this reporting procedure is a condition of employment and/or continuation of health insurances.
- G. 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 result of the retirement program.

## Section 2 - 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 3 - 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 has four (4) continuous years of service.

## Section 5 - 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 \$1,000.00 per month. An employee who is otherwise eligible for sick leave qualifies for this income protection plan after 60 calendar days of illness or disability, or the use of all sick time, whichever occurs last. 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.

#### 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 Workers' 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 Union contract.
- E. Employees on workers' compensation shall receive hospital medical benefits pursuant to their collective bargaining agreement for no more than two years of continuous disability.

ARTICLE XXIII - RETIREMENT

Section 1.

- A. Members of Defined Benefit Plan #1 shall be required to make contributions to the system in accordance with the following schedule:

Years of Credited Service	Percentage of Total Compensation
0 - 8	6.0%
9 - 12	4.0%
13 - 16	3.0%
17 plus	2.0%

- B. A member of the Defined Benefit Plan #1 may exercise one of the following options:

1. Remain in Defined Benefit Plan #1 in accordance with Wayne County Retirement Ordinance as amended.

2. Transfer to Defined Benefit Plan #2

a. Eligibility:

Age 55 with 25 years of credited service  
Age 60 with 20 years of credited service  
Age 65 with 8 years of credited service

b. Service Credits:

One year equals 2080 regular hours. No more than one (1) year of credited service can be earned in a calendar year.

c. Amount:

One percent (1%) of Average Final Compensation times years of credited service for first twenty (20) years.

One and a fourth percent (1.25%) of A.F.C. times years of credited service over twenty (20) years.

d. Average Final Compensation

Average of five (5) highest years of compensation while a member of the Retirement System. compensation does not include any payment of fringe benefits such as:

lump sum payment of sick or annual leave, etc.

e. Vesting

Eight (8) or more years of credited service.

f. Non Duty Disability

Ten (10) or more years of credited service.

g. Duty Disability

In receipt of workers' compensation for injury related to disability.

(The Employer reserves the right to limit payments from the Retirement System for (f) and (g) through use of proceeds from the long-term disability policy.)

h. Member's Contribution

None

i. If the member elects to transfer from Plan #1 to Plan #2, the member shall be credited with the credited service in Plan #1; receive a refund of their accumulated contributions plus a bonus of 50% of their accumulated contributions to be paid from the Reserve for Employer's Contributions.

j. If the member elects to transfer from Plan #1 to Plan #4 and relinquishes all benefits in Plan #1, receives a refund of their accumulated contributions; shall contribute in Plan #4 in accordance with the provisions of the Plan. The Employer shall contribute \$4.00 for every \$1.00 contributed by the employee. The total contribution of both shall not exceed \$7,500 per year.

In addition, for relinquishing all benefits in Plan #1, the Employer shall pay to the employee a bonus of \$2.00 for each \$1.00 contributed by the employee for the years and months of credited service in Plan #1.

In this instance, the \$7,500 maximum can be exceeded.

- k. If a member who is eligible to vest in Plan #1 or Plan #2, elects to defer benefits and transfer to Plan #4, the Employer shall contribute \$4.00 for every \$1.00 contributed by the member not to exceed \$7,500 per year.
3. Transfer to Plan #4 - Defined Contribution Plan
- a. Members electing this plan shall contribute not less than 1% of gross salary nor more than 2.5 % of gross salary per year.
  - b. "Retirement" for members who have selected this plan shall mean:
    - Age 55 with 25 years of credited service
    - Age 60 with 20 years of credited service
    - Age 65 with 8 years of credited serviceMembers 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.
  - c. Vesting in the defined contribution plan shall occur as follows:
    - 1. A member with less than three (3) years of total County credited service who voluntarily terminates employment shall be permitted to withdraw only the member's contribution from the Defined Contribution Plan, plus earnings on those withdrawal contributions, if any.
    - 2. After three (3) years of total County credited service or upon involuntary termination of employment other than for cause, the member shall be permitted to withdraw both the member and Employer contributions, plus earnings, if any.

- d. The funds deposited with the Retirement System as contributions to the Defined Contribution Plan shall be invested as specified by the Retirement Ordinance.
- e. Distribution of the funds from the Defined Contribution Plan shall be in accordance with the prevailing rules and regulations of the Internal Revenue Service and the Retirement Ordinance.

F. New Members

Employees hired on/or after the effective date of this Agreement shall only be eligible for either Plan #2 or Plan #4.

G. General Provision

- 1. Once a member has elected to withdraw from Plan #1, the member cannot return to the Plan again.
- 2. Once a member has elected to withdraw from Plan #2, the member cannot return to either Plan #1 or Plan #2 again.
- 3. Once a member selects Plan #4, the member shall remain in that Plan during his employment with the County of Wayne.
- 4. The provisions of the Internal Revenue code shall be enforced where applicable.

#### ARTICLE XXIV - 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 XXV - UNION BULLETIN BOARDS

The Employer agrees to furnish each Local Union adequate bulletin boards at such locations as shall be agreed between the Local Union and the department head. The boards shall be used only for the following notices:

1. Union Meetings
2. Union Elections
3. Reports of the Union
4. Rulings or Policies of the International Union
5. Recreational and Social Affairs of the Union

Notices and announcements shall not contain anything of a political or partisan nature.



ARTICLE XXVI - MILEAGE ALLOWANCE

A. Private Car Mileage Reimbursement

Effective July 1, 1986 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 twenty-one (.21) cents per mile, to be adjusted as of February 1, of each year in accordance with Internal Revenue Service regulations and guidelines.

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 he/she has no official work location) to a job, from job to job, and if directed, back to his/her official work location or designated starting point, shall constitute reimbursable mileage.
3. Employees who report to a field assignment and not to their official work location, must deduct normal home to work location mileage prior to being reimbursed for home to field.

ARTICLE XXVII - ECONOMIC IMPROVEMENTS

Effective March 1, 1987, negotiations regarding wages shall be conducted.

ARTICLE XXVIII - TUITION REIMBURSEMENT

Section 1 - Eligibility

Tuition reimbursement shall be limited to regular, 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 employee is presently working or for a classification in the County of Wayne for which he/she is reasonably preparing to qualify.
- B. Courses are conducted by an accredited educational institution.

## Section 2 - Application Process

The application process shall be as follows:

- A. An employee must complete an application form provided by the Employer and submit it for Departmental approval.
- B. At least two weeks before the training or class is scheduled to begin, the employee must submit the completed application in triplicate to the Department of Personnel/Human Resources.
- C. The Department of Personnel/Human Resources staff logs in the application and reviews it to determine if the following criteria are met:
  1. Eligibility criteria specified in Section 1.
  2. Availability of funds to reimburse the employee.
  3. Assurance that the tuition has not been nor will be paid by any other institution, scholarship, grant, or aid. The amount of tuition reimbursement will be offset to the extent that it is paid by other agencies, scholarships, grants, etc.
  4. Anticipation that completion of the course can reasonably be expected to improve the employee's current job performance or to enhance an employee's potential to compete for a future promotion.
  5. Certainty that the employee can complete the proposed course(s) without interference with the duties of his/her position.

- D. After the employee's application is reviewed by the Department of Personnel/Human Resources, he/she is informed of the Department's decision, which will be one of the following:
1. Approved;
  2. Denied; or,
  3. Additional information is required before a final decision can be made.
- E. All three copies of the application, with the decision, are returned to the employee.
- F. Upon acceptance of the application, the staff of the Department of Personnel/Human Resources charges the potential debit against the appropriate account.
- G. If an employee withdraws, substitutes, or for any reason does not successfully complete the approved course(s), he/she should immediately inform the Department of Personnel/Human Resources.

### Section 3 - Reimbursement Process

The reimbursement process shall be as specified below:

A. Reimbursement will be made to an employee who:

1. Secures written approval of course(s) from the Department of Personnel/Human Resources;

Reimbursement shall only be made for that course which was initially approved by the Department of Personnel/Human Resources. If the approved course is later dropped and another course substituted, the replacement course must be approved by the Department of Personnel/Human Resources in order to be reimbursable.

2. Successfully completes his/her initial probationary period;
3. Successfully completes the course(s). If the course is in a degree, diploma or certificate program, successful completion will mean attaining a grade equal to or better than the minimum grade point average required by the institution to receive the degree, diploma or certificate. Normally, this will be a "C" for undergraduate program courses and a "B" for graduate program courses;
4. Attaches to the back of the application a true, legible copy of the tuition receipt, and a final grade report, certificate or official statement that evidences (on the school's stationary) satisfactory completion; and then submits the documents to the Department of Personnel/Human Resources no later than 30 days after the end of the school term;
5. Is on the payroll at the time the application for refund is submitted for approval to the Department of Personnel/Human Resources. If the employee has been laid off due to reduction in the force and is on a recall list, he/she must have been on the payroll when the course started; and
6. Has not been nor will be fully paid for the cost of tuition by any other institution, scholarship, grant, or aid. The amount of tuition reimbursement will be offset to the extent that it is reimbursed or paid by other agencies, scholarships, grants, etc.

- B. After successfully completing the course, the employee must submit an official grade report or completion of training certificate, an official receipt from the educational institution or training agency, and copies 2 and 3 of the application to the Department of Personnel/Human Resources.
- C. The staff of the Department of Personnel/Human Resources will examine the documentation submitted by the employee, and if all conditions required for reimbursement are met, the staff will prepare a service voucher on behalf of said employee. This service voucher (MB5) authorizes the Department of Management and Budget to reimburse the employee for allowable costs.
- E. After the service voucher is prepared, the staff debits the appropriate account of the training and tuition reimbursement fund for the amount of the service voucher in the employee's name, and submits the service voucher to the Department of Management and Budget to process for payment.
- F. Between 30 and 90 days, the Department of Management and Budget prepares the tuition reimbursement check and sends it to the Department of Personnel/Human Resources with two copies of the employee's voucher. The Department of Personnel/Human Resources then mails the check and a copy of the voucher to the employee. Inquiries regarding reimbursements should be made to the Department of Personnel/Human Resources.

#### Section 4 - Allocation of Available Funds Within the Department

The Department of Personnel/Human Resources allocates budgeted tuition reimbursement funds to the departments on a prorata basis; that is, based on the number of bargaining unit members in each department at the beginning of each budget year.

**Section 5 - Eligibility - Professional Seminars and Conferences**

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

- A. Application must be made to the Department of Personnel/Human Resources by means of an application completed by the employee and approved by the department head, indicating the specifics of the seminar or conference (cost, when and where held, who is to attend, and relationship to employee's present job).

These seminars or conferences must be designed to contribute to one's professional competence in performing his/her current job, or in preparing one 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 covers seminar or conference registration fees only, except where other refunds are authorized by clear contractual language.

**Section 6.**

The Department of Personnel/Human Resources reserves the right to deny tuition reimbursement to any employee found guilty of falsifying documentation or committing fraud for purposes of receiving tuition reimbursement.

#### ARTICLE XXIX - CONTRACTING

Contracting or sub-contracting shall not cause the demotion, layoff or loss of wages to any current bargaining unit employee.

#### ARTICLE XXX - SEVERABILITY CLAUSE

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

#### ARTICLE XXXI - INDEMNIFICATION

- A. The Employers agree to hold harmless and indemnify all employees covered by the Collective Bargaining Agreement from all civil claims, actions, and judgments 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 Employers be liable for the payment of judgments, attorney fees or Court costs where the member is found to have committed an international tort. All settlements are subject to the approval of the Employers.
- B. The Employers 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 XXXII - DEFERRED COMPENSATION

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

## ARTICLE XXXIII - UNIFORMS

- A. Employees required to wear uniforms as a condition of employment shall be furnished said uniforms by the Employer in accordance with such standards as may be established by the department head. Such uniforms shall be maintained and replaced by the Employer.
- B. In the event an employee is separated from County service, the employee shall return all uniforms to the Employer.
- C. Employees not wearing the appropriate uniform at the beginning of their shift may be subject to disciplinary action.

## ARTICLE XXXIV - WORK IN CLASSIFICATION

### Section 1.

In no event shall any employee within the classification set forth in this Agreement be required to work with anyone performing work covered by this Agreement not receiving a pay scale as set forth in the Agreement for the classification in which he is serving; nor shall the Employer assign any person to fill any of the herein before enumerated job classifications without paying the compensation set forth for said classification.

Provided that when a State directive certifies that an inmate be given short term work assignments in the Dietary Department as part of the Inmate Rehabilitation Program, the forgoing section shall not apply.

ARTICLE XXXV - TERMINATION

This Agreement shall become effective as of July 1, 1986 and shall remain in full force and effect through June 30, 1989.

The contract and all benefits and conditions contained herein shall expire (terminate) by its own terms on June 30, 1989. Either Party may, prior to said date, request to continue and/or renegotiate the Agreement.

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

HOTEL, MOTEL, RESTAURANT  
EMPLOYEES, COOKS AND  
BARTENDERS UNION, LOCAL 24  
AFL-CIO, Unit 1:

Francis J. Farr  
Secretary - Treasurer

Daniel G. Spence  
President

Charlie Gillespie  
Business Agent

Date: 3-11-1987

APPROVED BY:  
LABOR RELATIONS DIRECTOR

Michael M. Kaysserian  
Michael M. Kaysserian

Date: 3/30/87

APPROVED BY:  
COUNTY EXECUTIVE

Edward H. McNamara  
Edward H. McNamara

Date: 4-6-87

LETTER OF UNDERSTANDING NO. 1

IT IS AGREED BETWEEN THE PARTIES that the Employer shall furnish to each employee one (1) meal for each meal worked. Said meal shall be consumed on the Employer's time and shall be furnished without cost to the employee.

HOTEL, MOTEL, RESTAURANT  
EMPLOYEES, COOKS AND  
BARTENDERS UNION, LOCAL 24,  
AFL-CIO, UNIT 1:

Charles Gillespie  
Charles Gillespie

Date: 10-31-1986

APPROVED BY:  
LABOR RELATIONS DIRECTOR

Michael M. Kaysserian  
Michael M. Kaysserian

Date: 3/30/87

LETTER OF UNDERSTANDING NO. 2

IT IS AGREED BETWEEN THE PARTIES that the Employer is presently in negotiations with several Unions, and if wage reopeners are negotiated with any Union and a voluntary agreement on wages is granted, your Union will receive the same consideration.

HOTEL, MOTEL, RESTAURANT  
EMPLOYEES, COOKS AND  
BARTENDERS UNION, LOCAL 24,  
AFL-CIO, UNIT 1:

  
Charles Gillespie

Date: 10-31-1986

APPROVED BY:  
LABOR RELATIONS DIRECTOR

  
Michael M. Kaysserian

Date: 3/30/87

EDWARD H. MCNAMARA  
CHIEF EXECUTIVE OFFICER



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

May 4, 1989

David E. Kasunic, Association Executive  
Government Administrators Association  
2625 Cadillac Tower  
Detroit, Michigan 48226

Dear Mr. Kasunic:

This will confirm the understanding reached during our recent negotiations.

Employees required to carry beepers after working hours will be paid an additional \$1,250 a year.

Authorization for this additional income will be directed by the department head and authorized by the Director of Personnel/Human Resources.

It is understood that employees classified with an AA footnote will not be eligible for this additional pay.

Sincerely,

Michael M. Kaysserian, Director  
Labor Relations Division

MMK/bmm

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