

AGREEMENT

between

the

WAYNE COUNTY SUPERVISORY EMPLOYEES ASSOCIATION

- Dentist - Health Department - Chapter

and

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF WAYNE, MICHIGAN

(as represented in negotiations by the
Wayne County Labor Relations Board)

*Wayne County Labor Relations Board
728 City County Building
Detroit, Michigan 48826*

Wayne County

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	AGREEMENT-----	1
	PURPOSE AND INTENT-----	2
1	RECOGNITION-----	4
2	AID TO OTHER ORGANIZATIONS-----	5
3	ASSOCIATION SECURITY-----	6
4	PAYMENT OF ASSOCIATION DUES-----	8
5	PAYMENT OF SERVICE CHARGE-----	10
6	REPRESENTATION-----	11
7	GRIEVANCE PROCEDURE-----	12
8	SPECIAL CONFERENCES-----	14
9	MANAGEMENT RIGHTS-----	15
10	STRIKES AND LOCKOUTS-----	16
11	DISCIPLINARY PROCEDURE-----	17
12	SENIORITY-----	19
13	WORK WEEK-----	20
14	WORKING HOURS-----	21
15	OVERTIME-----	22
16	JOB AND SHIFT PREFERENCE-----	23
17	CALL TIME-----	24
18	APPINMENTS, TRANSFERS, PROMOTIONS, AND DEMOTIONS-----	25
19	MANUAL OF PERSONNEL PROCEDURES-----	26
20	LAYOFF AND RECALL-----	27
21	LEAVES-----	29
	Section 1. Annual Leave	29
	Section 2. Sick Leave	34
	Section 3. Personal Business Leave	37
	Section 4. Transfer of Annual Leave and Sick Leave To Another Governmental Jurisdiction	38
	Section 5. Holidays	40
	Section 6. Military Leave	43
	Section 7. Leave Without Pay	43
	Section 8. Absence Without Leave	45
	Section 9. Time Off	46
	Section 10. Bereavement Leave	48
	Section 11. Leave and Time Off Not Required to be made Up	50
22	LONGEVITY PAY-----	51
23	UNEMPLOYMENT INSURANCE-----	53
24	PROFESSIONAL SEMINARS-----	54
25	SAVINGS CLAUSE-----	55
26	MILEAGE ALLOWANCE-----	56
27	CHANGE IN CLASSIFICATION AND APPOINTMENT-----	57
28	SEVERABILITY CLAUSE-----	58
29	INDEMNIFICATION-----	59
30	DEFERRED COMPENSATION PLAN-----	60
31	RETIREMENT-----	61
32	RATE ADJUSTMENTS-----	62
33	JOB SECURITY-----	63
34	ECONOMIC IMPROVEMENTS-----	64
35	INSURANCE PROGRAMS-----	65
36	TERMINATION-----	67
	APPENDIX A-----	68

AGREEMENT

Agreement entered into between the Board of Commissioners of the County of Wayne (hereinafter referred to as the "EMPLOYER"), as represented in negotiations by the Wayne County Labor Relations Board, and the Wayne County Supervisory Employees Association (hereinafter referred to as the "ASSOCIATION"), for and on behalf of the Association and the employees in the Dentist - Health Department - Chapter now or hereafter employed by the Employer in the bargaining unit (chapter) hereinafter described.

PURPOSE AND INTENT

We, as the members of the Supervisory Employees Association, recognizing that we are management employees involved in efficiently conducting and performing our various duties in the intricate processes of governing the County of Wayne, wish to set forth and establish certain terms and conditions of employment and to provide orderly peaceful labor relations which will best serve the mutual and beneficial interest of the Employer, the people of the County of Wayne and the management employees of the Wayne County Supervisory Employees Association.

It is recognized that the best interest of the community and the public can be served by the Employer only through effective management, utilizing the supervisory and professional skills of the employees who are of managerial and supervisory status, and who are members of this Association. Further, the interest of the Employer can best be served by job security of its managerial and supervisory employees.

To these ends, said managerial and supervisory employees, represented by the Wayne County Supervisory Employees Association, encourage and desire the greatest degree of friendly and cooperative relations between their respective representatives who are dedicated to effecting the highest degree of managerial and supervisory service and the Employer, so that the highest degree of service may be given to the community and the public.

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 person shall be denied employment or membership in the Association, nor in any way be discriminated against because

of age, sex, race, color, religion, national origin, or ancestry, or political beliefs as provided by Act 251 of 1955.

The masculine pronouns and relative words herein used shall be read as if written in plural and feminine if required by the circumstances and individuals involved and is not intended to be discriminatory in any fashion.

ARTICLE 1
RECOGNITION

Section 1.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Association as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and all other conditions pertaining to employment of all the employees in the bargaining unit herein described.

Section 2.

The Bargaining Unit shall consist of all employees of the Employer holding positions in the classifications designated in Appendix A.

New classes may be added thereto by agreement between the parties. Bargaining Unit positions shall not be reclassified or retitled for the purpose of removing same from the Bargaining Unit without prior agreement between the parties.

ARTICLE 2

AID TO OTHER ORGANIZATIONS

Section 1.

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

Section 2.

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

ARTICLE 3
ASSOCIATION 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 Association 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 Association within thirty (30) days after the effective date of this Agreement, shall, commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Association a service charge in an amount equal to the regular monthly dues as a contribution toward the administration of this Agreement.

B. Employees covered by this Agreement who are not members of the Association at the time it becomes effective and who have been employed for less than thirty (30) days, and employees hired, rehired, promoted, or transferred into the bargaining unit after the effective date of this Agreement, who do not make application for membership in the Association within thirty (30) days after completion of thirty (30) days of service, shall commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Association the service charge defined in (A) above.

Section 2.

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

Section 3.

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

A. The Association has first notified the Appointing Authority in writing concerning the delinquency of the employee in not tendering the dues or service charge required under this Article, with a copy to the employee and the Labor Relations Board, and requesting the Appointing Authority to terminate said employee for such non-compliance. The copy to the employee shall be sent by registered mail, return receipt requested.

B. Upon receipt of such notice from the Association, the Appointing Authority shall, within five (5) working days, notify the employee that unless there is immediate compliance the employee will be terminated not later than the end of the next pay period following such notice of non-compliance to the employee by the Appointing Authority.

C. The Appointing Authority shall then terminate the employee unless the employee can produce evidence of compliance.

ARTICLE 4
PAYMENT OF ASSOCIATION 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 Association Membership dues, and/or any other fees levied in accordance with the Constitution and By-Laws of the Association, from the pay of each employee who executes or has executed an "Authorization for Association Deduction" form. 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 for Association Deduction" form.

Section 3.

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

Section 4.

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

Section 5.

The Employer shall not be liable to the Association by reason of the

requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees.

The Association 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 5
PAYMENT OF SERVICE CHARGE

Section 1.

Employees who do not make application for membership in the Association as outlined in Article 3 shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

Section 2.

Upon notification by the Association to the Employer that the employee has elected not to make application for membership in the Association, 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 non-compliance.

Section 3.

Deductions for each payroll period shall be remitted to the designated financial officer of the Association with a listing of employees for whom said deductions were made within fifteen (15) days after date of deduction.

Section 4.

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

The Association 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 6
REPRESENTATION

Section 1.

This Chapter shall, on all matters, be represented by the Association's Business Representative or Area Representative of the Wayne County Supervisory Employees Association.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 1.

In the event differences should arise between the Employer and the Association 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:

A. Whenever an employee believes that any provisions of this Agreement has not been properly interpreted or applied, the procedure hereinafter provided shall be followed: except that this procedure shall not prejudice nor deny any employee's rights under any other legally constituted agency of government.

Section 2.

A. The employee with his Association representative, or the Association representative acting for the employee, shall within five (5) working days from the date the grievance occurs, discuss the grievance with his/her immediate supervisor, who shall then attempt to resolve the matter or the immediate supervisor shall respond orally to the Association's representative within three (3) working days.

B. If the grievance or dispute is not satisfactorily settled by discussion, it shall be presented in writing by the Association's representative to the Department Head or Appointing Authority within five (5) working days after the discussion was held and the response due. The grieved employee shall be given a reasonable time, during working hours, to prepare his/her grievance. The Department Head or Appointing Authority shall respond in writing within five (5) working days.

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

D. Provided further, that if an employee, who has the right to appeal through the Civil Service Commission elects to do so, the employee shall not return to the grievance procedure. Representation at the Civil Service Commission shall fulfill the Association's obligation to represent the employee in the specific instance.

E. It is understood between the parties hereto that any of the time periods hereinbefore provided may be extended by mutual written agreement.

Section 3.

If a grievance involving an employee has not been settled satisfactorily, the Association may appeal the grievance in writing, which shall include copies of all previous responses, within ten (10) working days, to the Wayne County Labor Relations Board. The Labor Relations Board shall give its disposition in writing, to the Association within ten (10) working days.

ARTICLE 8

SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Association President and the Employer upon request of either party. Unless otherwise agreed, such meetings shall be between two (2) representatives of the Employer and two (2) representatives of the Association. Unless otherwise agreed, arrangements for such conferences shall be made at least 24 hours in advance, and the conference shall be held within ten (10) days. An agenda of the matters to be taken up at the meetings, 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 the special conferences shall be confined to those included in the agenda. Complaints involving unprofessional conduct, harassment or verbal abuse by participants in a grievance hearing, whenever a member of the Association is representing the Employer, shall be a proper subject for a Special Conference. Such conferences shall, to the extent possible, be held during regular working hours. Members of the Association shall not lose time or pay for the time spent in such special conferences and no additional compensation shall be paid to such employees for time spent in such conferences beyond regular working hours. Any matter of a grievable nature not resolved in conference shall be moved to the appropriate step of the grievance procedure according to this Agreement.

ARTICLE 9
MANAGEMENT RIGHTS

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

ARTICLE 10

· STRIKES AND LOCKOUTS

The parties to this Agreement recognize the service nature of governmental agencies and the duty of the Employer to render continuous services to the citizenry. Therefore, the Association agrees that it will not call, engage in, participate in, sanction any strike, sympathy strike, stoppage of work, sit down, slow down or any other interference with the conduct of the business of the Employer. The Employer agrees that it shall not lock out its employees or any part of its employees.

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

ARTICLE 11
DISCIPLINARY PROCEDURE

Section 1.

In any case where employee disciplinary action is necessary, the following order of procedure shall be followed; except that nothing in this section shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper written notice thereof to the Association at the time such immediate action is taken:

A. Procedural Steps

- (1) Oral or Written Reprimand
- (2) Suspension or Demotion
- (3) Removal and Discharge

Section 2.

The Employer agrees that upon imposing any form of discipline, the designated area representative shall be promptly notified in writing of the action taken. Employees shall be given copies of all disciplinary actions and a copy shall be placed in the employee's personnel file. A notation of oral reprimand, by date and subject only, may be placed in the employee's personnel file.

A. An employee may request a review of his/her departmental personnel record once every six (6) months. When twenty-four (24) months of satisfactory service have been completed from the last disciplinary action taken by the Employer, all disciplinary matters appearing in the records shall, at the request of the employee, be removed. Prior disciplinary action which has been removed from the personnel files shall not be used adversely in any subsequent disciplinary hearing.

B. The employee shall have the right to be represented by the area representative at the time disciplinary action is imposed, except for oral reprimands. All disciplinary actions shall be subject to the Grievance Procedure, or the employee may seek such other legal remedy as may be available to him/her upon the employee's election.

C. The Employer may modify a disciplinary action except that the severity of the disciplinary action shall not be increased, but may be lessened.

ARTICLE 12

SENIORITY

Section 1.

A. Seniority is hereby defined as continuous employment from the last date of hire, without interruption or break.

Section 2.

The Employer shall maintain a seniority list upon the effective date of this Agreement which will show the department in which the member is employed, Position number, Social Security Number, Name of Member, Classification of Member, and seniority date, within the jurisdiction of the Association, and the Association shall be furnished up-to-date copies of such seniority list every six (6) months.

Section 3.

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

- (1) Resignation or voluntary quits.
- (2) Discharge or permanent removal from the payroll and the separation is not reversed through the grievance procedure.
- (3) Does not return to work when recalled within ten (10) working days after notice of recall from layoff.
- (4) Does not return to work within five (5) working days after the expiration of an approved leave of absence or extension thereof.
- (5) Absence from work for five (5) consecutive working days without a proper and valid notice of such absence to the Employer within the five (5) day work period.
- (6) Voluntary or regular service retirement.

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

ARTICLE 13

WORK WEEK

Section 1.

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

Section 2.

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

ARTICLE 14
WORKING HOURS

Section 1.

The regular work day shall begin at 12:01 a.m. and extend to 12:00 p.m. Premium pay for Holidays, Saturday and Sunday work, etc, shall be based upon the work day on which the greater number of hours is worked.

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

B. The third shift shall be any full-time shift commencing between the hours of 7:00 p.m. and 4:00 a.m.

C. 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.

Each County agency, division, or department shall, in consultation with the Association, establish a schedule of lunch periods which will not adversely affect the operations of the Employer. 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 the Wayne County Labor Relations Board and the said Association.

ARTICLE 15

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 regulations of the County Official Pay Schedule and Appendix A, as follows:

A. For all hours of work performed in excess of eight (8) hours in any one (1) work day.

B. For all hours of work performed on the sixth (6th) day of the employee's work week.

C. Employees who work rotating work week, if called in on first scheduled day off, will be paid time and one-half (150%). If called in on second scheduled day off, the employee will be paid double time (200%), provided the employee worked the first scheduled day off.

Section 2.

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

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

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.

ARTICLE 16
JOB AND SHIFT PREFERENCE

Section 1.

On notification of a position vacancy occurring within a department, a qualified employee may exercise his/her seniority for the selection of a shift preference within the classification held by the employee.

Section 2.

Should management find it necessary in the course of business to institute a reorganization which brings about substantial changes either in work location or job assignments, employees in the affected area will be given an opportunity to bid on such changed jobs on a seniority basis.

Section 3.

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

ARTICLE 17

CALL TIME

Section 1.

An employee called to work during his/her normal off hours shall be paid a minimum of three (3) hours at the rate of one and one-half (1-1/2) times his/her normal hourly rate when the employee signs or punches in during his/her regular five (5) service days, time and one half (150%) his/her hourly rate when the employee signs or punches in on his/her 6th day and double (200%) times his/her hourly rate when the employee signs or punches in on his/her 7th day.

Section 2.

An employee is not required by the Employer to remain available during normal off hours.

ARTICLE 18

APPOINTMENTS, TRANSFERS, PROMOTIONS,
AND DEMOTIONS

Section 1.

A. Eligibility, qualifications and job descriptions for all supervisory classifications covered by this Agreement, shall be the sole jurisdiction of management and/or Appointing Authority in regard to appointments, promotions and changes in status. Wherever possible, promotions shall be made from within.

B. The Appointing Authority shall post, within the Department, an appropriate notice of position vacancies for a period of not less than five (5) working days prior to the filling of the vacancy, so a qualified Association employee may indicate to the Appointing Authority his/her interest in a transfer to such vacant position.

Section 2. OPEN COMPETITIVE EXAMINATION RESIDENCY

Bargaining unit employees, hired prior to January 28, 1977, shall be eligible for all open competitive examinations for which they meet stated job qualifications, provided that they reside in Wayne, Oakland, Macomb, Monroe, or Washtenaw County, Michigan, and shall not be required to move into Wayne County to be eligible for appointment from such open competitive eligible list.

ARTICLE 19

MANUAL OF PERSONNEL PROCEDURES

Section 1.

A. The Manual of Personnel Procedures as amended to December 1, 1979, is adopted and shall remain in effect where not in conflict with this Agreement.

Section 2.

The Employer may modify, delete or add to the Personnel Policies subsequent to notice to, and bargaining with, the Association on matters which change the conditions of employment for members of the Association.

ARTICLE 20
LAYOFF AND RECALL

Section 1.

A layoff shall be defined as the separation of an employee. Regular employees who are scheduled to be laid off shall be given a notice not less than two (2) weeks prior to layoff, and a copy of the notice shall be sent to the Association. The Association shall assist management in all matters pertaining to layoff and recall upon request.

Section 2.

In the event of a layoff, all part-time, temporary, and entrance provisional employees affected by the layoff within the bargaining unit covered by this Agreement shall be laid off prior to the layoff of a regular employee.

Section 3.

A recall shall be defined as notice by the Employer to the employee to return to work after a lay-off. Employees who have been laid off shall be recalled in accordance with their order on the seniority list as provided by this agreement.

Section 4.

Notice of recall shall be sent to the employees at their last known address by registered or certified mail with a copy to the Association. It shall be the responsibility of the employee to notify the Employer of any change of address immediately after such change, and the Employer shall thereupon issue a change of address receipt to the employee and the Association. Failure of an employee to report to work not later than ten (10) work days following receipt of delivery of such notice of recall to the employee by the Employer

shall be considered a quit. Exceptions for good cause may be made by the Employer for failure to report as notified.

ARTICLE 21

LEAVES

Section 1. ANNUAL LEAVE

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

- (1) The number of annual leave days to be granted shall be determined by the employee's total length of service with any of the Employers party to this Agreement. Length of service shall be calculated on the basis of total service irrespective of separations, subject to the following provisions:
 - (a) The length of separation from the service shall be deducted from the total length of service in computing annual leave days.
 - (b) Service prior to resignation or discharge for cause shall not be considered in computing the length of total service unless such separations are followed by appointment from a re-employment list within two (2) years from the date of separation.
 - (c) Periods of seasonal, temporary, or limited term employment shall be deducted from the total length of service in computing annual 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 Association 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 ninety (90) days of leave of absence granted because of personal illness in any one (1) 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.
- (2) The number of annual leave days shall be granted as follows, provided, however, that no annual leave credit shall be granted in any anniversary month in which the employee has had less than eighteen (18) days of paid service.
 - (a) Employees who have completed less than five (5) years of service shall be entitled to eight (8) hours (one work-day) for each completed month of service, not to

- exceed ninety-six (96) hours (12 work days) in any one (1) completed year.
- (b) Upon completion of five (5) years of service, employees shall be entitled to ten (10) hours (one and one-quarter (1-1/4) work days) for each completed month of service thereafter, not to exceed fifteen (15) work days in any one (1) year.
 - (c) Upon completion of the tenth (10th) year of service, employee shall be entitled to twelve (12) hours (one and one-half (1-1/2) work days) for each completed month of service thereafter, not to exceed eighteen (18) work days in any one (1) year.
 - (d) Upon completion of the fifteenth (15th) year of service, employee shall be entitled to fourteen (14) hours (one and three-fourth (1-3/4) work days) for each completed month of service thereafter, not to exceed twenty-one (21) work days in any one (1) year.
 - (e) Upon completion of the twentieth (20th) year of service, employee shall be entitled to sixteen (16) hours (two work days) for each completed month of service thereafter, not to exceed twenty-four (24) work days in any one (1) year.

B. All part-time employees shall be entitled to annual leave with pay on the same basis as provided in Section 1A above in proportion to time actually worked.

C. Employees shall not be entitled to use annual leave until the completion of one (1) 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 purposes of this sub-section, if 2,080 regular work-hours are completed prior to the first anniversary year, then such hours shall be construed to be the equivalent of one (1) year.

D. Annual leave shall not be anticipated.

E. Employees shall inform their Appointing Authority or designated departmental representative in writing by May 1st of each year of their desire for annual leave. In the event there is conflict in scheduling annual leave, seniority shall prevail. Employees who fail to give the Appointing Authority proper notice before May 1st of each year shall forfeit the seniority

preference. The vacation schedule shall be confirmed in writing no later than June 1, of each year.

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.

F. Final decision as to whether any employee may take annual leave shall rest with the Appointing Authority, but no employee shall be required to work more than two (2) years without an annual leave, nor shall any employee be permitted or required to accumulate annual leave in excess of the number of days which can be accumulated by the employee in three (3) years. An employee will not be compensated for any accumulated annual leave over a two (2) year accumulation unless denied a request for annual leave by the Employer, and if denied, that employee will be compensated in cash for all accumulation in excess of the two (2) year limitation on a quarterly basis.

The above provisions shall be subject to the following limitations:

- (1) Upon reaching the maximum allowable three (3) year accumulation, an employee shall thereafter earn no additional annual leave until his/her bank has been reduced below the maximum allowed.
- (2) An Appointing Authority shall be deemed to have denied a request for annual leave only if the employee has submitted a request for annual leave prior to May 1st, as provided in Section E above.

G. All accumulated and unused annual leave shall be credited to any employee returning from a leave of absence unless paid for at the time of separation.

H. Employees returning to the service from a Military Leave shall be entitled to annual leave credits for the time spent in military service at the rate provided in Section 1A above, provided, however, that such credits shall not exceed a two (2) year period immediately following the beginning

date of Military Leave. Such annual leave credits may be used only if the employee returns to the service and the total length of service since last date of employment, including time spent on Military Leave, is at least one (1) year as required in Section 1C above.

I. Annual leave accumulated under Section 1H of this Article granting annual leave credits for time spent in military service shall not be included in the limitation of annual leave accumulation provided in Section F of this Article until the expiration of two (2) years following the employee's return to service from Military Leave.

J. Any employee transferred from one (1) department or Employer to another or appointed by certification to a position in another department or with another Employer without break in service shall carry accumulated annual leave to such other department.

K. Except as provided in Section 4 of this Article, upon separation of any employee from the service, the employee shall be paid at the time of separation for the unused portion of accumulated annual leave, provided that the employee has completed one (1) year of continuous service immediately prior to the separation. For the purposes of this sub-section, if 2,080 regular work-hours are completed prior to one (1) calendar year, then such hours shall be construed to be the equivalent of one (1) year.

L. Upon the granting of a Military Leave of absence, the employee shall be paid for the unused portion of accumulated annual leave, provided the employee has completed one (1) year of continuous service immediately prior to the effective date of said leave.

M. Upon the granting of a leave of absence without pay to an employee of the classified service to accept a position in the unclassified service, the employee shall be paid for the unused portion of accumulated

annual leave provided the employee has completed one (1) year of continuous service immediately prior to the effective date of said leave.

N. An employee who is granted a leave of absence without pay (except as provided in M above) who is entitled to use annual leave in accordance with the provisions of Section 1C of this Article, shall be required to use all accumulated annual leave prior to the commencement of the leave of absence without pay.

O. In the event an employee has been separated from the service and has been paid for accumulated annual leave and is subsequently re-employed, the employee shall be required to complete one (1) year of service after the date of re-employment before using accumulated annual leave and in the event of a subsequent separation may not be paid for unused accumulated annual leave unless the employee has completed one (1) year of service between the date of re-employment and the date of his/her next separation.

P. In the event an employee has been separated from the service prior to the completion of one (1) year of continuous service immediately prior to separation and is subsequently appointed from the re-employment list, the employee shall be credited with all accumulated and unused annual leave, but shall be required to complete one (1) year of service from the date of re-employment before using such annual leave credits.

Q. Holidays falling within the period of an annual leave shall not be counted as work-days. Annual leave taken shall be charged at the same rate at which it is earned, i.e., one (1) work-day equals eight (8) hours.

R. Annual leave shall not accrue to an employee while on Leave of Absence Without Pay or on Time Off Without Pay, except as otherwise provided for in this Agreement.

Section 2. SICK LEAVE

Every full-time employee shall be entitled to sick leave with full pay of one (1) eight (8) hour work-day (computed at straight time) for each completed month of service; provided, however, that no sick leave credit shall be granted in any anniversary month in which the employee has had less than eighteen (18) days of paid service. Employees rendering part-time or intermittent service shall be entitled to sick leave at the same rate for time actually worked.

A. Unused sick leave may be accumulated without limit for each completed month of service.

B. 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 (1) year. The term "immediate family" as used in this section shall mean parents, grandparents, children, brothers, or sisters of the employee or the employee's husband or wife. It shall also include any member of the employee's household;
- (4) Due to the death of a relative of the employee other than a member of the immediate family as defined in Section 11 of this Article, not exceeding three (3) such sick leave days at any one (1) time. The term "relative" as used in this section shall mean uncles, aunts, nephews, nieces and first cousins of the employee or the employee's husband or wife. It shall also include any member of the employee's household;
- (5) To report to the Veterans' Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment;
- (6) For routine medical or dental appointments, upon prior notice to the Appointing Authority or designated departmental representative; and,
- (7) 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.

C. An employee absent for one (1) 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.

D. The employee may be required by the Appointing Authority or designated management representative to produce evidence in the form of a medical certificate or otherwise, of the adequacy of the reason for the absence during the time for which sick leave is requested. An Appointing Authority may grant sick leave to an employee for periods of illness not exceeding thirty (30) calendar days. All requests for sick leave for more than thirty (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 thirty (30) calendar days.

E. 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, appointed from a re-employment list or returning from a leave of absence.

F. 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 Employers party to this Agreement.

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

- (1) Such additional three (3) days of annual leave may be accumulated for 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 (1) year shall be deemed to have been employed continuously for the entire year.

- (3) Sick leave taken in connection with a death of a relative under the provisions of 2B (4) of this Article and sick leave used as personal business leave under the provisions of Section 3 of this Article shall not be counted for purposes of determining eligibility to receive such additional three (3) days of annual leave.

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

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

J. Employees returning to the service from a Military Leave shall be granted one (1) 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.

K. An employee who is seriously ill for more than five (5) days while on annual leave may, upon application to the Appointing Authority, 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 Appointing Authority or designated departmental representative. Proof of such illness in the form of a physician's certificate shall be submitted by the employee to the Appointing Authority or designated departmental representative who shall determine whether or not such application shall be granted.

L. Except in the cases of injury or illness incurred in the line of duty, employees shall not be entitled to use sick leave until the completion of six (6) calendar months of continuous full-time or part-time service following the date of appointment or the date of re-employment for employees returning to

the service by appointment from a re-employment list. For the purposes of this sub-section, if 1,040 regular work hours are completed prior to six (6) calendar months, then such hours shall be construed to be the equivalent of six (6) calendar months.

M. 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 the following provisions:

- (1) If the separation is the result of the death of the employee, the employee's estate shall receive payment of 100% of the accumulated sick leave.
- (2) If the separation is the result of retirement of the employee, the employee shall receive payment for 75% of the accumulated sick leave.
- (3) If the separation is for reasons other than death or retirement, the employee shall receive payment for 50% of the accumulated sick leave.
- (4) The rate of payment shall be based upon the regular annual salary of the employee at the time of separation. If an employee is separated upon the termination of a leave of absence, the rate of payment shall be based upon the employee's regular annual salary which the employee was receiving at the beginning of the leave of absence.
- (5) Continuous service shall mean employment without interruption or break. Layoffs, leaves of absence without pay, time off without pay, suspensions, and separations followed by subsequent re-employments 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 Association 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 ninety (90) days of leaves of absence because of personal illness in any one (1) year shall not be deducted.
- (6) In the event an employee has been separated and paid for such accumulated sick leave and subsequently is re-employed subsequent sick leave accumulations shall be calculated as though he/she were a new employee.

Section 3. PERSONAL BUSINESS LEAVE

A. All full-time employees who have completed one (1) 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 (1) anniversary year. The anniversary year shall be defined as the date on which the employee is entitled to receive the three (3) day bonus for non-use of sick leave.

B. Personal business leave days shall be used at the employee's discretion and, except for emergencies, only upon reasonable notice to and with the agreement of the Appointing Authority or the designated departmental representative, and shall not reduce the number of additional vacation days credited to an employee for non-use of sick leave. Requests for personal business leave shall not be unreasonably withheld by the Appointing Authority, and in such an event, shall be the proper subject of the Grievance Procedure.

C. Personal business leave may not be used as an adjunct to annual leave.

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 (1) year of continuous service may transfer accumulated annual leave.

B. An employee who has completed one (1) 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 sub-section, if 2,080 regular work hours are completed prior to one (1) calendar year, then such hours shall be construed to be the equivalent to one (1) year.

C. An employee with less than two (2) years of continuous service may transfer accumulated sick leave.

D. An employee who has had at least two (2) years of continuous service as defined in Section 2M (5) of this Article may, at his/her option, transfer all or part of accumulated sick leave and shall be paid one-half (1/2) of all unused accumulated sick leave not transferred.

Section 5. HOLIDAYS

Employees shall be granted time off with pay for the holidays set forth below in accordance with the following regulations:

A. Holidays:

<u>DATE</u>	<u>HOLIDAY</u>
January 1	New Year's Day
Monday most contiguous to January 15	Martin Luther King's Birthday
February 12	Lincoln's Birthday
3rd Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
1st Monday in September	Labor Day
2nd Monday in October	Columbus Day
November 11th	Veteran's Day
4th Thursday in November	Thanksgiving Day
December 24th	Day before Christmas
December 25th	Christmas Day
December 31st	Day before New Year's Day
All State and National General Election Days	
The Employee's Birthday (or a later date, within two (2) weeks, mutually agreed upon by the Appointing Authority and the Employee).	

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

C. Part-time employees who are not scheduled to work on a holiday shall receive no 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.

D. For the purposes of this Article, 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 (2) 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.

E. In the event that the birthday holiday occurs on a holiday listed in this Article, the next regular working day shall be designated as the Birthday holiday.

F. In the event that an employee was born on February 29, the last day of February each year shall be designated as the Birthday Holiday.

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

H. 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 (7) day operations.

I. (a) Except as provided in sub-section (b) and (c) below, full-time employees required to work on any holiday other than those enumerated in Section 5 H above shall be paid in cash at the rate of one hundred twenty-five percent (125%) for all hours worked in addition to their regular pay for the holiday.

- (b) Employees assigned to seven (7) day operations who are required to work on any holiday other than those enumerated in Section 5H above and Court employees who work those holidays enumerated in Section 6 shall accumulate such holiday time calculated at 125% for all hours worked, not to exceed a maximum of eighty (80) banked hours. Such employees upon reaching the maximum eighty (80) hours shall be compensated at straight time rates in addition to their regular pay for the day. The accumulated holiday time up to a maximum of eighty (80) hours may be used in connection with annual leave or be taken at such times as are mutually agreed to between the Employer and the employee.
- (c) When it is impractical to give time off to employees regularly scheduled to work on a legal holiday, because of the necessity of continuing essential services in a County institution, department or project, equivalent time off shall be allowed at such time as the Appointing Authority may designate or may be taken in connection with annual leave.

J. Whenever one of the holidays enumerated in Section 5A falls on a day which is a regular day off for a shift employee, the employee shall be given a substitute day off in lieu of such holiday. The substitute day off shall be designated by the Appointing Authority 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.

K. Employees who work on a regularly scheduled afternoon or night shift on a holiday shall be entitled to shift differential pay for actual hours worked in accordance with Article 14. Employees shall not be entitled to shift differential pay for compensatory holidays taken off.

L. 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 (80) hours - (10 days).

Section 6. MILITARY LEAVE

A. 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 Appointing Authority for any of the following reasons:

- (1) Because of the physical or mental disability of the employee.
- (2) Because the employee has been elected or appointed to a public office.
- (3) Because a County employee is entering the unclassified or exempt services of the County of Wayne.
- (4) Because the employee is entering upon a course of training or study for the purpose of improving the quality of the employee's service to the Employer or of fitting the employee for promotion.
- (5) Because of extraordinary reasons, sufficient in the opinion of the Employer or designee to warrant such leave of absence.

B. A probationary employee may be granted a leave of absence without pay upon prior written recommendation by the Appointing Authority approved by the Employer or designee because of the physical disability of the employee or for extraordinary reasons, sufficient in the opinion of the Employer or designee to warrant such leave of absence.

C. A regular or probationary employee who becomes pregnant may apply for and shall be granted a maternity leave of absence without pay before and after the expected date of delivery upon presentation to the Appointing Authority of a written recommendation from the employee's personal physician. However, in no event shall the employee be required to return to work sooner than ninety (90) days after date of delivery.

An Appointing Authority 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 her and recommended by her personal physician. If in the Appointing Authority's judgment the nature and type of work performed by the employee is such that it would be injurious to her or not in the best interests of the Employer or the public for her to continue working, the Appointing Authority may call upon the Employer's Examining Physician to assist in arriving at a determination.

D. Leaves granted for any of the above reasons, except leaves granted under the provisions of Section 8A (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 written application therefor by the employee.
- (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/she 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 the Appointing Authority or mailed to the employee's last known address and a copy filed with the Employer and the Association.

Any regular employee whose employment is terminated under the provisions of this Section may appeal from such termination as provided for in this Agreement. The name of any regular employee whose employment is terminated because of a physical or mental disability, and who subsequently recovers from such disability, may, within two (2) years from the termination date and subject to the recommendation of the Employer's Examining Physician be placed on the re-employment list. An employee returning from a leave of absence for a mental or a serious physical disability, or re-employed under the provisions of this Section, may be required by the Employer or designee to demonstrate within ninety (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 Appointing Authority shall submit a report to the Employer or designee at the end of the ninety (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 Appointing Authority and the Employer 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 is a provisional employee or employees serving in a position of the same class in the agency 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 agency and class of position in which the returning employee was formerly employed but there be such provisional employee or employees in some other agency of the service, 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 agency of the Employer, the name of the returning employee shall be placed at the head of the re-employment list for the class. Should the names of two (2) or more employees returning from leave be placed on the same re-employment list, the names shall be arranged in order of seniority.

E. Leaves granted under the provisions of Section 8A (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 shall be restored to his/her classified position in the event the leave terminates within six (6) months or less from the date of the commencement of such leave.
- (3) An employee granted a leave of absence hereunder whose leave terminates after more than six (6) months have elapsed from the date of the commencement of such leave, upon request, shall be restored to his/her classified position if such position is vacant at that time or is filled on a provisional basis.
- (4) 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 re-employment list.

Section 8. ABSENCE WITHOUT LEAVE

An employee who is absent from duty without specific authorization therefor or who fails to report at the expiration of a leave of absence shall be deemed to have voluntarily quit, subject to Article 12 of this Agreement.

Section 9. TIME OFF

A. Employees shall be granted time off from their duties with compensation by the Appointing Authority for any of the following reasons:

- (1) For appearance in Courts or before Boards of 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 or designee or other examinations 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 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.

B. With the prior approval of the Appointing Authority, 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 a duly elected or appointed delegate of such organization, and proof of actual attendance at such convention may be required by the Appointing Authority. In no case shall any employee be allowed more than seven (7) work days off with pay for any and all such conventions in any one (1) 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 duty assignment. The determination of need for any employee to attend such a conference shall be the responsibility of the Appointing Authority.

D. An employee may be granted time off without compensation for attendance at meetings other than those specified in sub-sections B and C above or to attend to urgent personal business, provided that such employee shall request approval from the Appointing Authority in sufficient time to permit the latter to make arrangements therefor, and further provided, that such time off will not seriously affect the operations of the department.

E. With the prior approval of the Appointing Authority, 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 (3) hours at any one (1) time for attendance of meetings of County Boards or Commissions or with County Officials as a representative of an employee group or for other official Association business. Employees who desire such time off shall submit their request to their Appointing Authority. The Appointing Authority 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 Appointing Authority, an employee may be granted time off from duties for attendance at state funerals, funerals of officials or employees of the Employer, or military funerals when the employee is acting in an official capacity at said military funerals. Such time off may be granted with or without compensation at the discretion of the Appointing Authority.

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 fifteen (15) calendar days in any one (1) fiscal year when called for training with said reserve component, provided, however, that such time off shall be granted only to employees who have had six (6) months or more of continuous employment at the time of the commencement of such military training. Employees returning to the service by re-employment shall not be entitled to be granted such time off until they have completed six (6) months or more of continuous service following the date of re-employment. The pay rate of 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 employees with less than six (6) months of continuous service shall, upon the approval of their Appointing Authority, 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 (1/2) day of time off with pay at straight time on Good Friday, or shall be granted equivalent time off at such time as their Appointing Authority may designate. Whenever an employee's birthday holiday falls on Good Friday, the entire day shall be recognized and considered in all respects as the employee's birthday holiday and the employee shall be granted one-half (1/2) day of time off with pay at such time as the Appointing Authority may designate.

Section 10. 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) work days at any one time except that it may be extended to a maximum of five (5) work days if the employee attends a funeral at a distance of over 300 miles. 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 and sisters of the employee or spouse. "Immediate family" shall also include stepparents, great-grandparents, great-grandchildren, sons-in-law, daughters-in-law, half brothers and half sisters.

C. Employees shall notify their Appointing Authorities 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 Appointing Authority 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 said holiday at such time as the Appointing Authority 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 11. 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 12.

For purposes of this Article, the Wayne County Civil Service Commission shall act as the designee of the Employer, County of Wayne.

ARTICLE 22
LONGEVITY PAY

Section 1.

Full-time employees shall be entitled to longevity payments in accordance with the following provisions:

A. Payment of the first longevity increment in the amount of \$200.00 per annum shall be made upon completion of five (5) years of service, and each year thereafter as herein provided.

B. Payment of subsequent longevity increments shall be made upon completion of ten (10) years of service in the amount of \$350.00 per annum; upon completion of fifteen (15) years of service in the amount of \$500.00 per annum; upon completion of twenty (20) years of service in the amount of \$650.00 per annum, and shall be inclusive of previous increments.

C. Eligibility for payment of longevity increments shall be based solely upon an employee's length of continuous service which shall, subject to Section 2 below, include all authorized leaves of absence, without or with pay. Employees granted credit for periods of non-continuous service prior to December 1, 1976, shall continue to receive such credit as long as they remain continuously employed by the Employer.

D. Pro-rated payments shall be made to employees who qualify for longevity pay upon separation from service by reason of death or retirement. Such pro-rated payment shall be paid for time served on a full calendar month basis from their last longevity payment; provided that each month shall contain at least eighteen (18) work days.

Section 2.

Previous procedures and policies in effect for the computation and

payment of longevity shall remain in full force and effect except where in conflict with the appropriate contract provisions and except for the following procedures:

A. Longevity payments shall be made only to employees on the active payroll (active payroll means eligible to receive pay during any payroll period) as of the employee's eligibility date, except:

- (1) Employees on leave of absence without pay due to personal illness shall be eligible for longevity payment.
- (2) Employees being paid Workers' Compensation Supplemental shall be eligible for longevity payment.

B. Layoffs, leaves of absence without pay, time off without pay, and periods which the employee is not on the active payroll (excepting suspensions) shall be deducted from the total length of service; except that military leaves, leaves during which employees are receiving Workers' Compensation, illness resulting from a service-connected disability, leave of absence granted because of personal illness and leaves granted due to Association business, shall not be deducted.

ARTICLE 23

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 24

PROFESSIONAL SEMINARS

With the prior approval of the Employer, or Appointing Authority, an employee having a professional degree and/or membership in professional organizations within the bargaining unit shall be entitled to attend professional conferences, seminars or programs which are designed to contribute to the advancement of his professional competence in an area relating to his/her work assignment. The selection of the conference, seminar or program shall be made by the employee, and the required travel time and attendance to and from the conference shall be considered as time worked and paid at the employee's regular salary rate.

In order to properly schedule attendance at such meetings, the employee shall notify the Employer at the earliest time practicable of the date of the conference, seminar or program of his/her choice. Attendance shall be limited to not more than one (1) such conference, seminar or program per year during the term of this Agreement unless otherwise deemed essential to the betterment of the service by the Employer or mandated by law.

ARTICLE 25
SAVINGS CLAUSE

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

ARTICLE 26
MILEAGE ALLOWANCE

Employees required to use their private vehicles in the performance of assigned duties shall be paid for actual trip mileage incurred each month as established by their regular work location at the rate of:

First 300 miles - 26¢ per mile
Next 300 miles - 24¢ per mile
Over 600 miles - 22¢ per mile.

An increase of .01¢ shall be added to the above figures when the average price of unleaded gasoline increases .10¢ per gallon. The reverse shall apply when the average price of unleaded gasoline decreases.

Trip mileage payment, as herein provided, shall not include payment for home to work or return mileage.

It is understood that flat rate mileage is eliminated upon implementation of this Article.

All employees within classifications in this bargaining group shall receive the above rate for actual trip mileage.

Employees shall be required to submit a filled in Daily Trip Sheet furnished by the Employer at the end of each month.

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

ARTICLE 27

CHANGE IN CLASSIFICATION AND APPOINTMENT

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

ARTICLE 28

SEVERABILITY CLAUSE

If any article or section of this Agreement, or any supplemental thereto, should be held invalid by operation of law or by any tribunal or 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 or section.

ARTICLE 29
INDEMNIFICATION

Section 1.

The Employers agree to hold harmless and indemnify all members of the Association from any and all civil claims, actions or judgments brought or rendered against them by reason of any act, action or omission arising in the course of or out of their employment. In no event shall the Employer be liable for the payment of judgments, settlements, attorney fees, or court costs where the member is found to have committed an intentional tort; and,

Section 2.

Provide full legal defense, through the Office of the Corporation Counsel of the County of Wayne, of any and all civil claims or actions arising in the course of or out of County employment; provided, however, that the Board of Commissioners shall retain the right to approve any and all settlements or consent judgments; the aforesaid indemnification to include the payment of any and all judgment, settlements and litigation costs.

ARTICLE 30

DEFERRED COMPENSATION PLAN

Section 1.

A Study Committee to be composed of representatives of the Employers and three (3) representatives of the Association shall be established to determine the feasibility of a deferred compensation program for members of the Association. If acceptable, a deferred compensation program will be offered to members of the Association.

Section 2.

It is agreed between the parties that, if during the term of this Agreement, when the County becomes prepared to implement a computerized payroll/personnel system, it is understood that annual leave and sick leave shall be accrued on the basis of a bi-weekly pay period. It is further understood that before such system is implemented, the parties meet and confer.

ARTICLE 31

RETIREMENT

All items relative to retirement benefits as provided in the Wayne County Employees Retirement Ordinance, as amended to November 1, 1980, and the Federal Insurance Compensation Act, commonly known as the Social Security Act, shall remain in full force and effect unless modified by agreement of both parties.

ARTICLE 32
RATE ADJUSTMENTS.

Section 1.

Wherever retroactive adjustments have been granted, each employee in said position shall be entitled to said adjustment whether presently in said position or not in proportion to the time worked.

Section 2.

All benefits granted by this Agreement shall accrue to all permanent part-time employees. Such benefits shall be in proportion to the time worked and shall be accumulative.

ARTICLE 33
JOB SECURITY

The Employer is interested in maintaining maximum employment for all bargaining unit employees. In the event any department or sub-division of County government or a court is taken over by another agency of government or work now being performed by bargaining unit members is contracted out, the Employer of the affected employees will make every attempt and effort to provide continued employment and protect the interests of the employees.

ARTICLE 34
ECONOMIC IMPROVEMENTS

Section 1. COST-OF-LIVING

All employees in this bargaining unit shall be entitled to receive cost-of-living allowance quarterly during the term of this Agreement.

Payment shall be based upon the geographic Consumers Price Index as established by the Bureau of Labor Statistics for the Detroit Consumer Price Index for Urban Wage Earners and Clerical Workers using the Index as of December 1, 1970 (119.9) as the base. For each .4 increase in the average index for the quarter, employees shall receive \$.01¢ per hour for each credited payroll hour during the quarterly period.

Section 2. SALARY ADJUSTMENTS (Inequities)

The parties agree that they will meet and discuss with respect to salary adjustments for those classifications submitted by the Association. Such adjustments, if any, shall be effective the first payroll period following final agreement and approval of the total adjustment package. The aforementioned negotiations shall begin immediately.

ARTICLE 35

INSURANCE PROGRAMS

Section 1. HEALTH INSURANCE

A. The Employer shall pay the full premium for hospital-medical insurance for each full-time, permanent employee within the bargaining unit and his/her legal dependents. The insurance provided shall be Blue Cross-Blue Shield (MVF II-Ward Service), with prescription rider, \$2.00 deductible, Health Alliance Plan, or a comparable plan.

B. The Employer shall pay the full premium for a basic optical program for full family bifocal selection; Kryptok or D-Seg 22 mm, or equivalent.

C. Effective December 1, 1981, the employer shall pay the full premium for the Blue Cross-Blue Shield Master Medical Insurance for each employee in this bargaining unit.

D. Effective December 1, 1981, the employer shall pay the full premium for the Equitable Life Insurance Dental Plan for each employee in this bargaining unit.

Section 2. LIFE INSURANCE

A. The Employer shall pay the full premium for \$10,000 of group life insurance for each full-time permanent employee within the bargaining unit.

B. Supplemental life insurance under a group plan, if available, at the option of the employee.

Section 3.

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

Section 4.

Whenever an employee is on an approved leave of absence because of illness and has exhausted his/her accumulated sick leave, the Employer shall continue to pay the full cost of hospital-medical insurance and basic life insurance as provided by the Employer for a period not to exceed six (6) months following termination of sick leave pay; provided, however, the employee shall have four (4) continuous year of service.

ARTICLE 36
TERMINATION

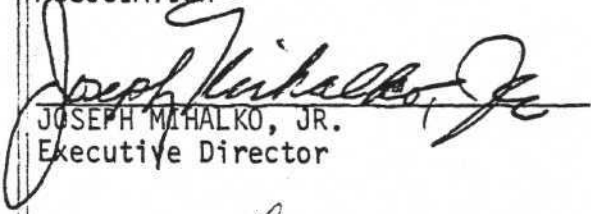
This Agreement shall be effective March 1, 1980 and shall remain in full force and effect until November 30, 1981.

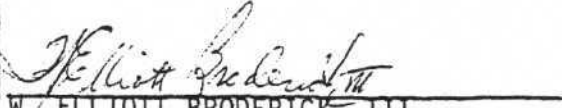
This Agreement shall continue in effect for consecuting yearly periods after November 30, 1981, unless notice is given, in writing, by either the Association or the Employer, to the other party at least 90 days prior to November 30, 1981, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement.

If such notice is given, this Agreement shall be open to modification, amendment or termination, as such notice may indicate on December 1, 1981, or the subsequent anniversary date, as the case may be.


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


WAYNE COUNTY SUPERVISORY EMPLOYEES
ASSOCIATION


JOSEPH MAHALKO, JR.
Executive Director



W. ELLIOTT BRODERICK, III
President

ACTION OF July 23, 1981 BY THE
WAYNE COUNTY LABOR RELATIONS BOARD


JACKIE L. CURRIE
Chairman


JAMES BISHOP
Director-Secretary

CONCURRED IN BY:
WAYNE COUNTY BOARD OF COMMISSIONERS
BY RESOLUTION OF: 8-20-81


Chairman of the Board


County Clerk

APPENDIX A

DENTIST

The complete salary range for the class of Dentist is:

\$30392 - 31052 - 31713 - 32374 - 33036 - 33697 - \$34359 per year.

Employees inducted into positions in this class shall be paid a starting salary rate in accordance with length of practice - County or Non-County. Completion of a Dental Internship Program shall be considered equivalent to two years of experience for induction purposes. Similar credit shall be given present incumbents. Except for Dentists employed in the project PRESCAD Program of the County Department of Health, rate represents full salary for all services rendered. No overtime to be paid.