

COUNTY OF WAYNE

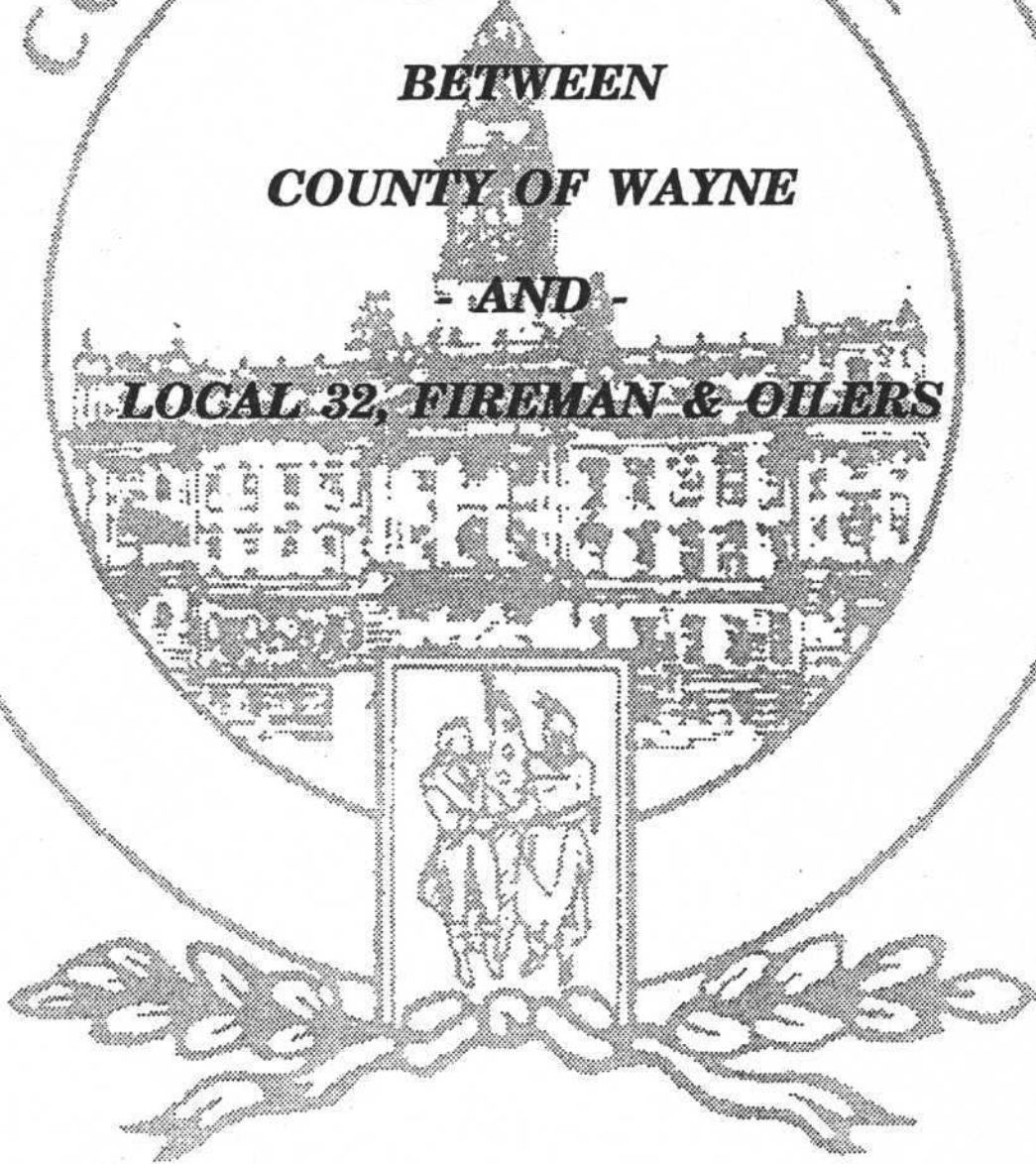
**AGREEMENT**

**BETWEEN**

**COUNTY OF WAYNE**

**- AND -**

**LOCAL 32, FIREMAN & OILERS**



*Wayne County*

**DECEMBER 1, 1991**  
*through*  
**NOVEMBER 30, 1993**

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ARTICLE 1 - AGREEMENT

1.01

Agreement entered into between the County of Wayne, Michigan (hereinafter referred to as the "Employer"), as represented in negotiations by the Wayne County Executive and the International Brotherhood of Firemen and Oilers, Local No. 32, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE 2 - PURPOSE AND INTENT

2.01

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

2.02

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

2.03

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.

2.04

The parties recognize that the Employer and the Union are legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment and to these ends agree that no 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 as provided by Act 453 of 1976, as amended, except where based on a bona fide occupational qualification.



ARTICLE 3 - RECOGNITION

3.01

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, the Employer does hereby reaffirm the prior recognition of the Union as the exclusive representative for all employees holding the classifications hereafter defined for the purpose of collective bargaining with respect to pay, wages, hours of employment, and other conditions of employment for the terms of this Agreement for all employees included in the Bargaining Unit.

ARTICLE 4 - DEFINITION OF BARGAINING UNIT

4.01

The following classifications or positions are hereby declared to be included in the Bargaining Unit:

Plant Helper  
Power Plant Assistant I  
Power Plant Assistant II  
Refrigeration Equipment Mechanic  
Refrigeration Equipment Mechanic-Foreman  
Airport Power Plant Assistant II  
Airport Power Maintenance Superintendent

4.02

Any classification or position now existing or hereafter created, with job duties which require related work to those classifications listed as part of this Bargaining Unit, will be the subject of a supplemental agreement.

ARTICLE 5 - CLASSIFICATION WORK ASSIGNMENTS

5.01

The types, kinds and extent of work assignments, duties and responsibilities of the classifications in the bargaining unit as established and presently performed by practice or otherwise, and in effect as of the effective date of this Agreement shall continue in effect and on the same basis for the duration of the Agreement; provided, however, that changes may be made by mutual agreement of the parties,

except as provided in Article 12. Any dispute which may arise concerning the application of the provisions of this section shall be the subject of a Special Conference conducted according to the provisions of Article 13.

#### ARTICLE 6 - AID TO OTHER UNIONS

##### 6.01

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

##### 6.02

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

#### ARTICLE 7 - STRIKES AND LOCKOUTS

##### 7.01

Adequate procedure has been provided by this Agreement and Public Act 379 (1965) for the settlement of any grievance(s), disputes(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.

##### 7.02

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.

##### 7.03

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

7.04

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

ARTICLE 8 - UNION SECURITY

8.01

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

8.02

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

8.03

Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have been employed for 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 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.

8.04

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 8.03 above.

8.05

Within ten (10) working days from the date of hire, the Employer will furnish the Local Union with the name, department, classification, and date of hire of each new employee.

8.06

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

8.07

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

8.08

The Union has first notified the Labor Relations Director in writing that the employee has elected not to join the Union.

8.09

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

8.10

The employee shall then be terminated unless the employee can produce evidence of compliance.

#### ARTICLE 9 - PAYMENT OF UNION DUES

9.01

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 Union Deduction" form. Such dues, and/or fees, must be tendered by payroll deduction.

9.02

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

9.03

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

9.04

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

9.05

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

#### ARTICLE 10 - PAYMENT OF SERVICE CHARGE

10.01

Employees who do not make application for membership in the Union as outlined in Article 8 shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

10.02

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.

10.03

Deductions for each calendar month shall be remitted within fifteen 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.

10.04

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.

10.05

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 Articles 8, 9, and 10.

#### ARTICLE 11 - REPRESENTATION

11.01

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

11.02

A. Westland Medical Center Power Plant - one Chief Steward and one alternate Steward acting only in the absence of the Chief Steward.

B. Detroit-Wayne County Metropolitan Airport Power Plant - one Chief Steward and one alternate Steward acting only in the absence of the Chief Steward. Youth Home, Morgue, Jail, Library and Sheriff's Road Patrol - One Chief Steward and one Alternate Steward.

C. Building Division - one Chief Steward and one alternate Steward acting only in the absence of the Chief Steward.



11.03

All Stewards shall be full-time employees with regular status 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.

11.04

Stewards, during their working hours and without loss of compensation, may investigate and present grievances to the Employer. Before entering upon such Union business, Stewards shall advise and obtain the approval of the supervisor. Approval for the Steward to leave his job assignment for a reasonable period of time to complete his Union business; approval for the Steward to enter a work area to conduct such Union business; and, approval to involve an on-duty employee in such Union business will not be unreasonable withheld with 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 12 - WORK IN CLASSIFICATION

12.01

No employee whose position has been allocated to its appropriated class shall be assigned duties generally performed by employees holding positions in other classes. In the event of an emergency resulting from factors beyond the control of Management, the Employer shall retain the option to reschedule regular employee work schedules in order to maintain normal operation. The Employer shall not construe this Section to avoid the payment of overtime as provided in this contract defining payment for overtime. Any dispute which may arise concerning the application of this Section shall be the subject of a Special Conference.

12.02

Except in the event of an immediate emergency, the Employer agrees that at no time will supervisory or other employees be assigned or permitted to perform any of the duties or work of the employees covered by this Agreement.

12.03

No employee will be required to perform work which is in violation of established safety codes or license regulations.

12.04

Management at the airport reserves the right to assign duties to employees within their job classification regardless of any previous understandings or practices.

12.05

Employees of this bargaining unit will continue to maintain the boilers and refrigeration equipment at the Airport Power House.

#### ARTICLE 13 - SPECIAL CONFERENCES

13.01

Special Conferences for important matters will be arranged between the Business Agent or President and the representative of the appropriate County authority upon the request of either party. Unless otherwise agreed, such meeting shall be between two (2) representatives of the appropriate County authority and two (2) representatives of the Union. Unless otherwise agreed, arrangements for such Special Conference shall be made at least 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 matter be in conflict with the Agreement. Such conferences shall, to the extent possible, be held during regular hours. A representative of the Local Union or representative of the Intentional Union may attend the Special Conference as one of the Union's two (2) representatives.

#### ARTICLE 14 - MANAGEMENT'S RIGHTS

14.01

The Employer possesses the exclusive 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.

14.02

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 15 - MANUAL OF PERSONNEL PROCEDURES

15.01

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 mutual agreement of the parties.

ARTICLE 16 - DISCIPLINARY PROCEDURE

16.01

Employees shall not be subject to any form of discipline except for just cause. If the Union determines to appeal any disciplinary action other than oral and written reprimands, it shall file a grievance in accordance with Article 17.

16.02

All incident and other investigatory reports then available shall be included with the disciplinary papers when served.

16.03

Before any employee shall be required to make any written statement or written reply pertaining to any alleged misconduct on his/her part, the matter shall first be discussed between the employee, the Union Representative, and the Supervisor. The employee shall have twenty-four (24) hours after such meeting to make the written statement, with a copy to the Union representative if the employee so desires.

16.04

Disciplinary action may be imposed upon an employee for failure to fulfill the employee's job responsibilities or for improper conduct while

on the job, or for off the job conduct, which is tied to his employment, that tends to bring the Employer into public disrepute.

16.05

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.

16.06

When the Department determines that a disciplinary matter requires an investigation, a Hearing shall be formally opened and then suspended for investigation.

16.07

The Union will be notified at the time the case is suspended when the discipline hearing shall take place. This notice will allow the Union to do its investigation into the matter before discipline is issued.

16.08

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

16.09

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

- a. Oral Reprimand;
- b. Written Reprimand;
- c. Suspension (not to exceed five (5) months) and,
- d. Removal or discharge

16.10

Nothing in this section shall prevent the department from taking appropriate disciplinary action, without regard to progressive discipline, when the offense is seemed to be serious in nature.

16.11

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.

16.12

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

16.13

There shall be one official personnel file.

16.14

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

16.15

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.

16.16

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.

16.17

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.

16.18

Employees charged with the commission of any felony or of a misdemeanor involving criminal moral conduct during work hours or related to work location or job responsibility, shall have the circumstances unilaterally reviewed by the Employer. After said review, the employee

may be suspended, or reassigned to a less sensitive position, without loss of pay or benefits pending the judicial determination of said charge at the trial level.

16.19

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

16.20

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

#### ARTICLE 17 - GRIEVANCE PROCEDURE

17.01

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

17.02

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 provisions of this Agreement have not been properly interpreted or applied, the procedure hereinafter provided shall be followed.

17.03

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

17.04

Grievances involving discharge shall be submitted in writing directly to Step 3 of the grievance procedure within five (5) working days of the date of notice of discharge.



17.05

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

STEP NO. 1

The employee, with the Union steward or Union representative or Union representative acting alone, but on behalf of the employee, shall within five (5) working days of the date of the reported grievance, or the employee's knowledge of its occurrence, discuss the complaint with Management's designated Step 1 representative. The aforementioned person shall then attempt to resolve the matter, or shall orally respond to the steward within three (3) working days.

STEP NO. 2

If the grievance or dispute is not satisfactorily settled by discussion, it shall be presented in writing by the Union Steward or the Union Representative to Management's designated Step 2 representative within five (5) working days after the Step 1 response was due. Management's Step 2 representative shall submit the disposition of the grievance or dispute to the Union Steward or Representative in writing within five (5) working days thereafter. Written grievances shall describe the nature of the complaint, the date the matter occurred, the identity of the employee or employees involved and/or the provisions of this Agreement, if any, the Union claims the Employer has abridged or failed to apply. Replies to such grievances by designated representative shall set forth the facts and pertinent circumstances taken into account in responding to such written grievances.

STEP NO. 3

Should the grievance or dispute remain unsettled, it shall be presented in writing by the Steward to the Department Head or designee within five (5) working days from the date the Step 2 response was due. The Department Head or designee shall then submit the disposition of the matter in writing to the Union President and/or Business Agent within five (5) working days thereafter.

STEP NO. 4

if the Union is not satisfied with the Step 3 answer, the Local President or the business Agent shall submit the grievance to the Director of Labor Relations within ten (10) working days after receipt of the answer. The Director of Labor Relations shall conduct a hearing within ten (10) working days which shall include all parties directly involved and witnesses as may be required. All evidence in possession of the parties at the time and intended for use in subsequent proceedings will be presented. The Director of Labor Relations shall, within ten (10) working days of the conclusion of the hearing, submit an answer to the President of the Local Union or Business Agent.

In the event the grievance involves the interpretation of language in the Agreement, one person from both the Negotiating Committee of the respective Employer and the Local Union Committee shall be present at such hearings.

STEP NO. 5

Only unresolved grievances which relate to the interpretation, application, or enforcement of any specific Article and Section of this Agreement, or any written supplementary agreement which has been fully processed, may be submitted to the American Arbitration Association.

ARTICLE 18 - SENIORITY

18.01

County seniority is hereby defined as the length of continuous employment in the County service.

18.02

Plant seniority is hereby defined as the length of continuous employment accumulated within the plant where he/she is employed.

18.03

Employees who have seniority in either the Airport Power Plant, the Eloise Power Plant or Buildings Division, shall maintain their plant seniority for the exercise of layoffs, and in the choice of shift assignments, vacation schedules, or provisional promotions.

18.04

Employees who have the right to exercise plant seniority upon layoff from their plant may be assigned to an open position for which he/she is qualified in the other plant with date of entry seniority into the new plant.

18.05

The Union shall be entitled to represent probationary employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, with the exception of discharge and disciplinary action taken for reasons other than union activity.

18.06

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

18.07

In the event of a tie in seniority, the tie shall be broken by the last four digits of the employee's Social Security Number, the highest number becoming the most senior employee.

18.08

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

- a. Discharge or permanent removal from the payroll and the separation is not reversed through the grievance procedure.
- b. Voluntary or regular service retirement.
- c. Resignation or voluntary quits, which shall include:

Failure to return to work when recalled within ten (10) working days after notice of recall from layoff as provided in the layoff recall procedure.

Failure to return to work within five (5) working days after the expiration of an approved leave of absence or extension thereof;

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.

18.09

In the case of extreme circumstances, special consideration will be given to those items enumerated above.

18.10

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

#### ARTICLE 19 - FILLING OF VACANCIES

19.01

All vacancies shall be filled in accordance with the Manual of Personnel Procedures. The filling of vacant positions shall be made by the following procedures:

19.02

Promotion from the Civil Service Departmental Promotional eligible list.

19.03

By the provisional promotion of the senior qualified bargaining unit member within the department on the basis of plant-wide seniority of the employees in the next lower classification within the plant who are qualified for the job by licenses and experience, as required.

19.04

Should no employee in the Department or Plant meet the qualifications, the most senior qualified employee in the bargaining unit

having the proper license and experience shall be provisionally promoted.

19.05

Upon notification to the Civil Service Commission by the Employer, the employee shall be eligible to apply for a promotional examination in the classification if he meets all of the educational experience and licensing requirements of such announcement. Employees who are successful shall be eligible to be certified in their rank order from such eligible list.

19.06

Employees certified from any promotional eligible list as a result of this provision shall be required to successfully complete a six (6) month probationary period.

19.07

Should the employee's work performance at anytime during the six (6) month probationary period be unsatisfactory in the new position, the employee shall be entitled to be returned to their former classification.

19.08

Effective with the signing of this Agreement, any employee provisionally appointed to a position within the unit who holds such promotion continuously for a period of six (6) months (1040 straight time hours of work) shall be deemed to have regular status in the classification in which such provisional appointment is held.

19.09

It is understood that the Employer may remove an employee as a provisional appointment at any time during this six (6) month period at the sole discretion of the department head with the approval of the Director of Personnel/Human Resources department without any appeal by the employee or his Union.

19.10

All vacancies of this nature are to be filled within thirty (30) calendar days after final approval has been granted. The vacant position will then be posted for seven (7) work days and the senior qualified employee responding to said posting is to be offered the vacant position.

19.11

In the event an employee is on an approved absence, or leave of absence for a period of less than sixty (60) calendar days, he shall retain the right to respond to the posting and be considered for the vacant position.

19.12

Any lost time (time which is not paid) shall not be counted toward the status requirements of 1040 hours.

19.13

Only time actually worked in the class that the employee is paid shall count towards the 1040 hours.

19.14

For the purpose of filling positions in accordance with the provisions of this Article, no appointments shall be made to any position in this Bargaining Unit from a Civil Service Commission promotional eligible list that has been in existence for more than four (4) years.

19.15

#### **Transfers**

Employees desirous of transferring from one plant to another shall be allowed one move in a three (3) year period, prior to filling the vacant position from the outside.

19.16

#### **Shift Vacancies**

When it has been determined by management to fill a shift vacancy, it shall be filled in the following manner. Vacancies shall be posted within the plant for not less than five (5) days. Preference shall be given to eligible employees desiring the vacant shift assignment in accordance with plant seniority.

19.17

If no requests are received for a vacant posted shift, the employee with the least plant-wide seniority shall be assigned the shift until such time as he is entitled to exercise his seniority in the choice of a subsequent shift vacancy.



19.18

Voluntary shift transfers between employees shall be permitted upon approval by the Employer.

ARTICLE 20 - LAYOFF PROCEDURES

20.01

A layoff shall be defined as the separation of a regular employee from the County service resulting from lack of work or funds, or for reasons caused by circumstances other than acts by an employee resulting in disciplinary action by the Director of Personnel/Human Resources.

20.02

Plant seniority for employees of record shall apply in the event of layoffs. Should it become necessary to schedule the layoff of any employee in a classification covered by this Agreement, the employee shall have the right to exercise this seniority in the same classification, or in a lower classification within the plant. If an open position exists in the other plant, he may be assigned to the opening if qualified with date of entry seniority.

20.03

An employee placed on layoff shall be recalled to work in the order of his accumulated seniority, provided he shall have completed his probationary period.

20.04

An employee shall be recalled to work on the basis of 1) Plant Seniority; 2) County Seniority in the Bargaining Unit; 3) Bargaining Unit Seniority, prior to the filling of any vacant positions, either by promotion or the hiring of new employees. Notice of recall shall be forwarded to the employee at his last known address by registered mail or certified mail.. It shall be the responsibility of the employee to notify the Director of Personnel/Human Resources and the Union of change of address immediately after such change, and the Union shall thereupon verify the new address with the Employer. Failure by the employee to report for work within five (5) working days from the receipted date of delivery of the recall notice shall be considered as a voluntary quit. Exceptions to this provision for failure to report may be made by the Employer for good cause.

20.05

Whenever possible, an employee who is scheduled to be laid off for an indefinite period of time shall be given a two (2) week notice prior to the effective date of layoff, but not less than seven (7) calendar days. The Union shall receive a copy of notice of layoff from the Director of Personnel/Human Resources on the same date the layoff notice is issued to the employee.

ARTICLE 21 - TEMPORARY ASSIGNMENTS

21.01

No employee shall be assigned duties normally considered commensurate with a classification higher than that which he holds except in case of a stated emergency or vacation replacements. Stated emergencies relative to temporary assignments shall include insufficient personnel in the appropriate classification to which the temporary assignment is made.

21.02

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 (3rd) workday from the first hour on the temporary assignment.

21.03

Employees temporarily assigned as vacation replacement shall be entitled to the additional compensation as of the sixth (6th) continuous workday of such assignment.

21.04

When an employee is temporarily assigned to a higher classification due to a stated emergency or as a vacation replacement, the employee shall be compensated at the rate established for the higher classification.

21.05

Holidays recognized by this Labor Agreement will not constitute a break in 21.02 or 21.03 above.

21.06

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

- a. Positions filled are of cyclical nature.
- b. Positions created by a work project (temporary assignment for the duration of the project).
- c. Position created by the leave of absence of an employee.
- d. After six (6) months, refer to Article 19 - Filling of Vacancies.

21.07

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.

21.08

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

## ARTICLE 22 - LEAVES

22.01

### **Vacation Leave**

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

22.02

Employees shall not be entitled to use Vacation Leave until the completion of one year of continuous full or part time service, except in case of injury incurred in the line of duty or under emergency situations as shall be determined by the Employer. For the purpose of this subsection, one (1) 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 (1) year.

22.03

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:

22.04

Service prior to resignation shall not be considered in computing the length of total County service.

22.05

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 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.

22.06

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.

22.07

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 leave, 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.

22.08

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.

22.09

Vacation leave shall be earned as follows:

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

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.

22.10

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

22.11

Vacation leave shall not be anticipated.

22.12

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 one (1) calendar year without a vacation leave.

22.13

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.

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 canceled due to operational needs of the Employer.

Employees whose preapproved vacations have been canceled may accumulate time above their allowable limit only in the amount of time canceled, or reschedule vacation within 90 days or be paid.

22.14                      **Scheduling of Vacations**

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.

22.15

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.

22.16

Final decision as to when any employee may take vacation leave shall rest with the Employer.

22.17

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



22.18

In accordance with the Manual of Personnel Procedures, Rule 12, 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.

22.19

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

#### ARTICLE 23 - SICK LEAVE

23.01

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 144 hours 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.

23.02

All sick leave accumulated up to December 1, 1984 shall be deposited in a primary sick leave bank. Sick leave in the primary bank can be used in any of the following ways:

23.03

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.

23.04

All or part of the primary bank may be cashed out subject to the following limitation: 1) a maximum of \$7,500 per year may be withdrawn; b) the value of the time withdrawn shall be frozen at its December 1, 1984 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.

23.05

Upon retirement or other termination, the bank may be cashed out subject to the following conditions: 1) the value of the time shall be frozen at its December 1, 1984 dollar amount; b) for retirement, the amount paid shall equal 75% of December 1, 1984 dollar amount which may be credited toward an employee's final average compensation; c) for termination, the amount paid shall equal 50% of the December 1, 1984 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 December 1, 1984 dollar amount which may be credited toward final average compensation for the calculation of survivor's benefits, if any.

23.06

After December 1, 1984, no additional time may be credited to the primary bank. Once primary bank time is used, it may not be replaced.

23.07

**Secondary Bank**

All sick time earned in accordance with Section 23.01 shall be deposited in a secondary bank. However, no more than 72 days may be accumulated in the secondary bank. Time in the secondary bank must be used before primary bank time may be used.

23.08

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

- a. 50% of value upon termination;
- b. 75% of value upon retirement; and
- c. 100 % of value upon death, however, none of the pay out may be included in final average compensation.

23.09

An employee may utilize sick leave allowance for absences:

- a. Due to personal illness or physical incapacity.
- b. Due to exposure to contagious disease in which the health of other would be endangered by his/her attendance on duty.
- c. 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 parent, grandparent, children, brothers, or sisters of the employee or of the employee's husband or wife. It shall also include any member of the employee's household.
- d. To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
- e. For routine medical or dental appointments, upon prior approval of the department head or designated departmental representative. Such approval shall not be unreasonably denied.
- f. Because of illness or physical incapacity due to pregnancy or childbirth or following a childbirth, provided that the employee submits a satisfactory statement from her physician of her inability to work.

23.10

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.

23.11

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 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.

23.12

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.

23.13

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.

23.14

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

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

23.15

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.

23.16

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

23.17

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.

23.18

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

23.19

Except in case 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.

23.20

Except as provided in Section 23.28 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 23.04 and 23.08.

23.21

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 ninety (90) days of leaves of absence because of personal illness in any one year, shall not be deducted.



23.22

A new CASH PLAN sick leave program shall be adopted to begin effective January 1, 1993, as follows:

23.23

Employees who are members of the bargaining unit prior to the execution of this collective bargaining agreement by the County Executive shall have the option of remaining under the sick leave plan provided in Article 23.07 or electing to participate in the new CASH PLAN provided in this section. If a member of the bargaining unit elects to participate in the CASH PLAN, they must give notice on the form provided by the County during the month of November, 1992 or during November in years following. Employees in the CASH PLAN may not return to the plan provided in Article 23.07. Employees entering the bargaining unit after the date the collective bargaining agreement is executed by the County Executive shall not have an option but shall be automatically covered by the CASH PLAN on January 1, 1993. Sick leave earned under this collective bargaining agreement prior to that date may be retained if the total sick leave in the employees secondary bank does not exceed five hundred seventy six (576) hours. Time from such banks may also be used if the new sick leave credit is exhausted or to become eligible for long term disability benefits. Such sick leave will also continue to be paid in accordance with Section 23.07 above.

23.24

On or about January 1, 1993, and each year thereafter, all CASH PLAN employees will be credited with forty-eight (48) hours of sick leave. They shall also be credited on or about that date with any bonus annual leave earned during the preceding calendar year.

23.25

Employees entering the bargaining unit after January 1, 1993 will receive a pro-rated credit for sick leave equal to one-half (1/2) day or four (4) hours for each full month of the calendar year remaining.

23.26

At the end of each calendar year a cash value will be computed for up to six (6) of the unused sick leave days credited and payment will be made on or before April 1 of the next calendar year at a rate of seventy-five percent (75%) of the then current value of such sick leave. In addition, a cash payment at the rate of one hundred percent (100%) of the then current value shall be made for unused bonus annual leave, up to three(3) days, which was also earned that preceding calendar year. (Such



payment shall be included in average final compensation for pension purposes).

23.27

Employees separating during the calendar year shall be paid on a pro-rated basis for unused sick leave and bonus time on the same basis as indicated above.

23.28

**Personal Business Leave**

All full-time employees who have completed one year of service and have accumulated sick leave in accordance with 23.01 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 for non-use of sick leave.

23.29

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

- a. Upon reasonable notice to and with the approval of the department head or the designated departmental representative.
- b. Approval for personal business leave shall not be unreasonably withheld by the Department.

23.30

Personal business leave days shall not be used as an adjunct to vacation time.

23.31

Personal business leave may be requested by an employee in increments of not less than two (2) hours.

23.32

Personal business leave days granted by the Department shall not be counted against the three (3) day vacation bonus for use of sick leave as provided in 23.14, A, B, and C of this article.

23.33

**Transfer of Annual Leave Sick Leave to Another Government Jurisdiction.**

23.34

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. Notify the Union as soon as such merger or transfer is seriously contemplated.
- c. Assist the Union in attempting to protect any affected employee's seniority, compensation and total fringe benefits with the new employer.
- d. An employee who has less than one year of continuous service may transfer accumulated annual leave.
- e. 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 hours are completed prior to one calendar year, then such hours shall be construed to be the equivalent of one year.
- f. An employee who has had at least two years of continuous service may transfer accumulated sick leave.
- g. An employee who has had at least two years of continuous service as defined in Section 23.01 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.

ARTICLE 24 - LEAVE WITHOUT PAY

24.01

An employee who has completed one year or less of County service 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:

- a. Because of physical or mental disability of the employee,
- b. Because the employee has been elected or appointed to a public office,
- c. Because the employee is entering the unclassified or exempt services of the Employer,
- d. Because the employee is entering upon a course of training or study, in an approved 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,
- e. Because of extraordinary reasons, sufficient to warrant such leave of absence.

#### 24.02

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 to warrant such leave of absence.

#### 24.03

A leave due to the physical or mental disability of an employee may not exceed a six month period. An employee who has more than five (5) years of County service may be granted additional six (6) month extensions, not to exceed a total leave without pay of eighteen (18) months. All extensions are at the discretion of the Director of Personnel/Human Resources.

#### 24.04

An employee who is attempting to return to work from a leave without pay for a physical or mental disability may be required to be examined and approved for work by a doctor of the County's choice. Where the County doctor determines that the employee is unable to return to work contrary to the employee's doctor, the parties may choose a neutral physician to render a third opinion.

#### 24.05

Employees who are authorized to return to work from a leave without pay for physical or mental disability shall return to their former position if the leave without pay was for less than nine months duration. If the leave without pay was for nine months or more employees shall

return to their former classification and former rate of pay in any available vacancy. If no vacancy exists, they may displace employees with less seniority under the appropriate lay-off provisions of this agreement.

**24.06 Maternity/Parental Leave**

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

Employees may apply for unpaid leaves of absence for Parental Leave for a period not to exceed six months following the birth or legal adoption of a child.

**24.07 Military Leave**

Military leaves shall be granted pursuant to the Manual of Personnel Procedures.

**24.08**

Rule 13 of the Manual of Personnel Procedures shall continue to apply where not in conflict with this Article.

**24.09 Union Leave and Time Off**

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.

**24.10**

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.

**24.11**

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.

24.12

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.

24.13

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.

#### ARTICLE 25 - BEREAVEMENT LEAVE

25.01

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:

25.02

Bereavement leave shall be limited to three (3) workdays at any one time except that it may be extended to a maximum of five (5) workdays in the event that the funeral is to take place at a distance of over three hundred (300) miles from the City of Detroit, Such leave must be taken in conjunction with the funeral and shall not be cumulative.

25.03

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, or legal guardian.

25.04

Employees shall notify their department head prior to taking bereavement leave as herein provided and failure to comply may be cause for denial of such leaves.

25.05

An employee requesting bereavement leave may be required by the department head to produce evidence to establish that the deceased person is a member of the employee's immediate family and the time and place of the funeral.

25.06

In the event that a holiday as defined in Article 26 of this agreement 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.

25.07

Employees on leaves of absence without pay as defined in this article shall not be eligible to receive bereavement leave.

#### ARTICLE 26 - HOLIDAYS

26.01

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

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

26.02

These swing days off shall be granted provided that:



- a. The employee makes a written request at least three days in advance of the requested day.
- b. There will be no adverse impact on operations if more than one employee desires the same day off, and,
- c. If more employees request the same day off than can be accommodated, the first employee(s) submitting a written request shall be granted the day off.

26.03

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

26.04

Full-time employees required to work on the following designated family holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, shall be paid at double time (2 times) his regular hourly rate for all hours worked, in addition to eight (8) hours of holiday pay.

26.05

Full-time employees required to work on any holiday other than those listed as family holidays in Section 26.04, shall be paid time and one-half (150) the straight time rate for all hours worked, unless otherwise stipulated in Article 27 "Working Hours and Overtime" and shall receive eight (8) hours of holiday pay.

26.06

Employees scheduled off on any holiday designated in 26.01 shall receive eight (8) hours holiday pay.

26.07

No employee shall have his previously scheduled days off changed to avoid payment of overtime.

26.08

For employees assigned Monday through Friday schedules, when a

holiday falls on Saturday or Sunday, it shall be observed on the preceding Friday. If two (2) holidays fall together on Saturday and Sunday, they shall be observed on the preceding Friday and the following Monday. If two (2) holidays fall together on Friday and Saturday, they shall be observed on the preceding Thursday and Friday. Employees assigned to six (6) or seven (7) day operations, the holiday shall be celebrated on the day designated by the calendar.

26.09

An employee scheduled to work on a holiday shall not be paid for the holiday if absent and not excused from work by the Department Head.

26.10

An employee who has an unapproved absence preceding or following the holiday shall forfeit said holiday.

26.11

The Manual of Personnel Procedures relating to holidays shall apply where not in conflict with or changed by the provisions of this Agreement.

#### ARTICLE 27 - WORKING HOURS, OVERTIME, PREMIUM PAY AND CALL TIME

27.01

##### **Workweek and Workday**

The standard service day shall begin at 12:01 a.m. and end twenty-four (24) hours later (except for those employees whose workday begins at 11:00 p.m.).

27.02

The standard workweek shall begin at 12:01 a.m. Monday and end 168 hours thereafter.

27.03

The workweek shall consist of five (5) regularly scheduled eight (8) hour work periods on as many service days within the limits of reasonable operating procedures.

27.04

Sixth Day - The first scheduled "off day" within the payroll workweek shall be designated as the sixth day.

27.05

Seventh Day - The second scheduled "off day" within the payroll workweek shall be designated as the seventh day.

27.06

Off days shall be scheduled consecutively insofar as possible.

27.07

Time and one-half the employee's regular hourly rate of pay shall be paid for under the following conditions:

27.08

All hours worked in excess of eight (8) continuous hours in a regular workday.

27.09

All hours worked in excess of forty (40) hours in any one (1) workweek, except as noted in Section 27.11.

27.10

All hours worked on the sixth (6th) day (the first scheduled off-day) provided that the employee was paid for the standard five workdays of the workweek. Failure to have complied with the above, the sixth day shall be compensated at straight time. All hours above eight (8) shall be compensated at time and one-half.

27.11

Double time the employee's regular hourly rate shall be paid for all hours worked on the seventh (7th) day of the workweek, except that the employee must work or have approved time for the standard forty (40) hour workweek. Failure to have been paid for the standard five (5) workdays of the workweek, the seventh day shall be paid at a straight-time rate for the first eight (8) hours, all above eight (8) shall be compensated at a double-time rate.

27.12

All employees in the Bargaining Unit who are assigned to a regular afternoon or night shift, shall be paid the appropriate shift differential (40 cents P.M. and 50 cents mid-night), for all hours actually worked during said regular shift and for all additional hours actually worked over and above the regular shift hours.

27.13

Employees who are required to work the midnight shift after having worked the afternoon shift (at the end of the workweek), shall be paid for all continuous hours worked (on Monday) which are continuous with Sunday's work at the premium rate provided by this Article for work in excess of eight (8) hours in a day. However, that such time shall not overlap or include time of another shift the employee has been scheduled to work.

27.14

Employees covered by this Agreement who work on a Saturday shall be paid forty cents (\$.40) per hour in addition to their basic hourly rate.

27.15

Employees covered by this Agreement who work on a Sunday shall be paid fifty (\$.50) per hour in addition to their basic hourly rate.

27.16

Employees covered by this Agreement who work on the midnight shift shall be paid fifty cents (\$.50) per hour in addition to their basic hourly rate.

27.17

Employees covered by this Agreement assigned Swing Shift duties shall be paid shift differential of forty cents (\$.40) for all hours worked while assigned said duties.

27.18

Employer agrees that an employee's scheduled service days shall not be changed without reasonable prior notice (minimum of one (1) week) to the employee, except in an emergency. If an employee believes his has

been changed for discriminatory reasons, he may submit the matter to the grievance procedure.

27.19

This provision shall not apply to the employee assigned to work the designated relief position. An employee so assigned may have his scheduled workdays changed provided he receives 24 hours notice, except in an emergency.

27.20

All time paid as provided by this Contract and the rules and regulations of the Employer's Manual of Personnel Procedures for sick leave, vacation, jury duty time, shall be counted as time worked for the purpose of computing and paying overtime.

27.21

An employee who is required to work more than two (2) hours beyond his regular work shift and each five (5) hours thereafter and who is required to remain at his work assignment shall be furnished a four dollar meal allowance by the Employer.

27.22

#### Call Time

Any employee called to work prior to the start of his regular work shift shall be paid for a minimum of four (4) hours, at the proper overtime rate, providing that the call time does not overlap the employee's regular work shift.

### ARTICLE 28 - INSURANCE PROGRAMS

Except where inconsistent with the express terms of this Agreement, the Wayne County Health and Welfare Benefit Plan, effective 12-1-90, is hereby incorporated by reference.

28.01

#### Health Insurance

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 and transplant surgery rider or, as an alternative to MVF-II Ward Service with above rider, qualified employees may choose an available HMO or Prudent Provider Arrangement.

28.02

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

28.03

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

28.04

The employer shall provide for a retiree's and an active employee's self-insured optical reimbursement program with a \$100.00 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.

28.05

The Employer shall continue to provide Master Medical Supplemental Benefit Catastrophic Coverage Plan Option 3 Insurance for each active employee in this bargaining unit that has elected MVF-II coverage. Program will include a \$100 deductible per family and a 80%-20% co-pay.

28.06

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 continue until the end of the year in which they reach age 25 if employees certify the following annually for dependent children:

- a. Active enrollment in college or university by letter from the registrar's office of the school of attendance.



b. Dependency

28.07

Dependent children between the ages of 19 and 24 that are still your legal dependents but are not full-time students, may continue coverage on your contract at your expense. The cost for this continued coverage will be deducted from your payroll/pension check. The cost will be \$30.00 per month for the life of this agreement. Risk Management will request the following:

28.08

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

- a. Completed form #0407-7, Blue Cross-Blue Shield of Michigan or like form from other health provider. This form is called "Disabled Dependent Application." These forms will be supplied to the employee by the Risk Management Division.

28.09

All new employees or rehired employees are required to participate in the plan of the County's choice for at least one year. Participation will begin the first 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.

28.10

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

28.11

Dental

The Employer shall provide a dental plan for each active employee

and qualified dependents in this bargaining unit with levels as follows:

28.12

Class I Benefits:

100% on diagnostic services, preventive services, restorative services, and oral surgery services. Maximum of \$1,000 per person per benefit year. See service definitions below:

Diagnostic Services:

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

Preventive Services:

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

Restorative Services:

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

Oral Surgery Services:

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

28.13

Class II Benefits:

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

Endodontic Services:

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

Prothodontic Services:

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

Periodontic Services:

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

28.14

Class III Benefits:

Provides for orthodontic services defined as treatment and procedures required for the correction of malposed teeth. 50% paid up to a maximum benefit of \$500 per person per lifetime. No age limit restrictions.

28.15

Life Insurance

The Employer shall continue to pay the full premium for \$15,000.00 of group life insurance for each full-time permanent employee within the bargaining unit.

Supplemental life insurance is available under a group plan at the option of the employee.

The Employer shall provide \$5,000.00 of life insurance to employees that retire from this bargaining unit on or after the effective date of contract.

28.16

Definition

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

28.17

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

28.18

Workers' Compensation

Worker's Disability Compensation Act currently provides a mandatory seven (7) day waiting period before compensation payments commence. To minimize financial loss during this time period, and 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.

28.19

When worker's 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.

28.20

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

28.21

Employees on worker's compensation shall receive hospital medical and dental benefits pursuant to their collective bargaining agreement for no more than two (2) years of continuous disability.

28.22

Employees receiving worker's compensation for up to two years shall earn annual leave at 50% and sick leave at 100%.

28.23

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

28.24

#### Long Term Disability Income Protection Plan

Members of the bargaining units shall be covered by a long term disability income protection policy which pays a member 60% of gross salary up to \$1,400 per month. A member qualifies for this protection after sixty (60) calendar days of illness or disability. The member receives benefits under the terms and conditions of the policy. Members may add to the benefits provided by paying the additional premium.

28.25

An employee disabled as a result of a work related injury is qualified to collect worker's 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 workers' compensation claim, the employee will reimburse the County the dollar amount received during the disability period.

28.26

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.

28.27

Hospital medical benefits will continue while on long term disability for up to two (2) years.

28.28

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

28.29

Other terms and conditions regarding eligibility for and the application of benefits provided by this Article shall be as described in the benefit plan dated 1991 which is incorporated by reference.

ARTICLE 29 - RETIREMENT

29.01

General Provisions

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

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

29.02

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

- a. Remain in Defined Benefit Plan #1 in accordance with Wayne County Retirement Ordinance as amended.
- b. Transfer to Defined Benefit Plan #2 in accordance with the Wayne County Retirement Ordinance defining Plan #2. 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 contribution which includes regular contributions to be paid from the Reserve for Employer's Contributions.

- c. Transfer to Defined Contribution Plan #4 in accord with the Wayne County Retirement Ordinance defining Plan #4.

If the member elects to transfer from Plan #1 to Plan #4 and relinquishes all benefits in Plan #1, he/she 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 year and month of credited service in Plan #1. In this instance, the \$7,500 maximum can be exceeded.

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.

29.03

- a. Effective beginning December 1, 1991, employees who are otherwise eligible for regular retirement under Plan #1 who have thirty (30) or more years of service on or before that date, may retire under the following pension formula: For the first twenty (20) years of service, AFC shall be multiplied by 2%.

For years of service beyond twenty (20) years, AFC shall be multiplied by 2 1/2%. The maximum pension benefits shall not exceed seventy-five 75%. All other provisions of the Wayne County Retirement Ordinance governing Plan #1 except as changed hereby shall remain in full force and effect.

- b. Effective beginning December 1, 1992, employees who are eligible for regular or early retirement under Plan #1 on or before that date, may retire under the pension formula provided in 29.03A. All other provisions of the Wayne County Retirement Ordinance governing Plan #1 except as changed hereby, shall remain in full force and effect.

29.04

- a. Once a member has elected to withdraw from Plan #1, the member cannot return to the Plan again.
- b. Once a member has elected to withdraw from Plan #2, the member cannot return to either Plan #1 or Plan #2 again.
- c. Once a member selects Plan #4, the member shall remain in that Plan during employment with the County of Wayne.
- d. Employees hired on/or after the effective date of the Agreement shall be eligible for either Plan #2 or Plan #4.
- e. All new employees hired on or after December 1, 1991, shall be eligible for participation in Defined Benefits Plan #2, or Defined Contribution Plan #4, however, said employees shall not be eligible for insurance and health care benefits upon retirement unless they retire with 30 or more years of service.
- f. Employees who on or after December 1, 1991, elect to receive a deferred retirement option upon separation from County service, shall not be eligible to receive insurance and health care benefits upon satisfying normal age and service requirements for a deferred retirement pension.
- g. Employees participating in Defined Contribution Plan #4 must meet all age and service requirements eligibility to be eligible for insurance and health care benefits.
- h. Effective December 1, 1991, if a member elects to transfer from Plan #3 to Plan #4 and relinquishes all benefits in Plan #3, he/she shall receive a refund of his/her accumulated contributions which includes 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 #3, 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 #3. In this instance, the \$7,500 maximum can be exceeded.

29.05

Purchase of Military Service

After sixty (60) days of the signing of the Agreement, all employees

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

29.06 **Early Retirement**

All employees who have twenty (20) years of credited service in the Retirement System on or before November 30, 1992 may elect to retire on or before that date.

29.07

A member of the bargaining unit with 16 or more years of service on November 30, 1992 may purchase up to four (4) years of additional credited service to attain the twenty (20) years of credited service at full actuarial cost. Purchase shall be in one (1) month units. Twelve (12) months shall be purchased in order to receive a full year of credited service.

29.08

At least fifty percent (50%) of the amount due shall be paid to the Retirement System upon election of this purchase agreement. The balance of the payment, if any, shall be deducted in equal monthly payment installments from the retirement checks over a period of four (4) years. The interest rate on the balance shall be established by the Retirement Commission, but it shall not be less than the rate of interest paid on one (1) year Treasury Bills at time of election. No prepayment shall be permitted.

29.09

Members retiring after electing to purchase time under this section shall not be eligible for group health benefits as provided to other retirees until the entire payment is made.

29.10 **Loan Plan**

Effective January 1,, 1992, a loan program will be established for members of Defined Contribution Plan No. 4.

**ARTICLE 30 - UNEMPLOYMENT INSURANCE**

30.01

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

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

ARTICLE 31 - UNION BULLETIN BOARDS

31.01

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

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

31.02

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

31.03

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

ARTICLE 32 - MILEAGE ALLOWANCE

32.01

A. Private Car Mileage Reimbursement

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

B. Definition of Reimbursable and Non-Reimbursable Mileage

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

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

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 pay each monthly mileage allowance check no later than the twelfth working day of the month after it is incurred. Employees shall also submit evidence of no-fault automobile insurance acceptable to the Employer.

ARTICLE 33 - TUITION REIMBURSEMENT

33.01

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 reasonable preparing to qualify.



- B. Courses are conducted by an accredited educational institution.
- C. Correspondence courses may not be eligible for reimbursement.

### 33.02

#### Amount of Reimbursement

The refund will be one hundred percent (100%) of actual tuition but not more than seven hundred fifty dollars (\$750.00) per fiscal year. Refund payments will not include the cost of books, supplies or equipment. More than two (2) college courses per term will be approved only under circumstances acceptable to the Employer.

### 33.03

#### Application Process

The application process shall be as follows:

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

### 33.04

#### Reimbursement Process

- A. Reimbursement will be made to an employee who:
  - a. Secures written approval of course(s) from the Department of Personnel/Human Resources; Reimbursement shall only be made for that course which was initially approved by the Department of Personnel/Human Resources. If the approved course is later dropped and another course substituted, the



replacement course must be approved by the department of Personnel/Human Resources in order to be reimbursable.

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

33.05

#### Eligibility - Professional Seminars and Conferences

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

- A. Applications 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.

#### ARTICLE 34 - UNIFORMS

34.01

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. The Union shall be consulted with respect to the type of uniforms to be issued, but final decision shall rest with the Employer. Such uniforms shall be maintained and replaced by the Employer.

34.02

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

#### ARTICLE 35 - DEDUCTIONS OF OVERPAYMENT

35.01

Overpayments which are the result of clerical or mechanical errors in calculating an employee's pay may be deducted from an employee's pay, where such error is discovered and the employee notified within thirty (30) days of receipt of the erroneous pay.

35.02

Deductions will be itemized and no more than 20% of an employee's pay may be deducted from a paycheck unless otherwise agreed by the employee.

ARTICLE 36 - CONTRACTING

36.01

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

ARTICLE 37 - SEVERABILITY CLAUSE

37.01

If any article or section of this Agreement, or any Supplement thereto, should be held invalid by operation of Law or by Tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such Tribunal, the remainder of this Agreement and 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 38 - INDEMNIFICATION

38.01

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

38.02

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 to notice of any claim or action, the employee shall immediately notify the Office of the Corporation Counsel in writing.

ARTICLE 39 - SUPPLEMENTAL AGREEMENTS

39.01

The parties agree that Supplemental Agreements involving matters other than wage, and fringe benefits not covered herein and peculiar to a specific Employer, shall be negotiated in good faith between the parties and subsequently attached hereto and made a part of this master Agreement. The Department of Personnel/Human Resources shall be advised of the substance of such negotiations, and such agreements, if any, will be subject to ratification or approval by the Employer and the Union.

ARTICLE 40 - DEFERRED COMPENSATION

40.01

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

ARTICLE 41 - PLANT SAFETY

41.01

The parties recognize the absolute necessity for safety to life, limb and property and hereby make provision to establish a safety committee to be composed of the Chief Steward at each plant and a Management Representative at each plant. The said committee will meet as often as required to study, evaluate and suggest safety practices and procedures.

An employee at his own discretion may refuse to use any equipment or perform any job assignment if he is of the opinion that the equipment or job assignment is unsafe and may cause personal injury. Such refusal shall be construed as a grievance and shall be processed as outlined in the Grievance Procedure.

Section 2.

In those instances where a job assignment requires special equipment or clothing for the protection or safety of the employee the employer shall furnish and maintain such items as may be required.

ARTICLE 42 - SUCCESSOR CLAUSE

42.01

The county agrees that if, during the life of this Agreement, any

operation covered by the present jurisdiction of the Local Union and under the control or jurisdiction of Wayne County is sold, leased, transferred, operated, or taken over by sale, transfer, lease or operated by assignment to any public or non-public operation or agency, such operation or agency shall be bound to recognize and bargain with Local 32 as to terms and conditions of employment for employees within a legally recognizable Bargaining Unit.

ARTICLE 43 - PROBATIONARY PERIOD  
(NEW HIRES)

43.01

New employees appointed from an eligibility list shall be considered as "Probationary Employees" for the first six (6) calendar months or (1,040) straight time hours of their employment, whichever is greater. However, periods of absence from work shall not be counted toward completion of the probationary period.

43.02

The Union shall represent probationary employees for the purposes of collective bargaining in respect to the rates of pay, wages, hours of employment, and other conditions of employment, except no matter concerning the discipline other than union activity, layoff, or termination of probationary employee shall be subject to the grievance procedure.

ARTICLE 44 - ECONOMICS

44.01

|                             | Effective<br>12-1-91 | Effective<br>12-1-92 |
|-----------------------------|----------------------|----------------------|
| Classification:             |                      |                      |
| *Plant Helper               | 30,517               | 31,586               |
| Power Plant Asst. I         | 37,577               | 38,892               |
| Airport Power Plant Asst. I | 37,577               | 38,892               |
| Power Plant Asst. II        | 39,384               | 40,763               |

|                           |        |        |
|---------------------------|--------|--------|
| Airport Power Plant II    | 39,384 | 40,763 |
| Refrigeration Equipment   |        |        |
| Mechanic                  | 39,384 | 40,763 |
| **Refrigeration Equipment |        |        |
| Mechanic-Foreman          | 41,353 | 42,763 |
| **Power Maintenance       |        |        |
| Superintendent            | 41,353 | 42,763 |

\*Refer to the Wayne County salary schedule for pay rates of Plant Helper's hired after March 1991.

\*\*Salary rates reflected above for these classifications shall be 5% above the salary rate of a Refrigeration Equipment Mechanic.

ARTICLE 45 - TERMINATION

45.01

Ratification of Agreement

This Agreement shall become effective as of December 1, 1991 after receipt by the County from the Union of written notice that this Agreement has been ratified by the Union and upon approval by the Wayne County Commission.

45.02

Expiration Date

This agreement shall continue in full force and effect until 11:59 p.m., November 30, 1993.

45.03

Notice to Modify, Amend or Terminate

This Agreement shall continue in effect for successive yearly periods after November 30, 1993 unless notice is given in writing by either party at least sixty (60) days prior to November 30, 1993 or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement.



45.04

Addressing of Notice

Notice shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to Local 32, International Brotherhood of Firemen and Oilers, 18505 West Eight Mile Road, Detroit, Michigan 48210, or to such other address as the Union shall furnish to the County, and if to the County, to 107 Wayne County Building, 600 Randolph, Detroit, Michigan 48226 or to such other address as the County shall furnish to the Union in writing.

IN WITNESS THEREOF, the parties hereto have set their hands,

FOR THE UNION:

FOR THE COUNTY:

Timmy Banks  
Timmy Banks  
President

Mark R. Ulicny  
Mark R. Ulicny, Director  
Labor Relations Division

Michael Williams  
Michael Williams  
Steward

Huey A. Ferguson  
Huey A. Ferguson  
Chief Labor Relations Analyst

James Taylor  
James Taylor  
Steward

6-10-92  
Date

Claude Duker  
Claude Duker  
Business Agent

Edward H. McNamara  
Edward H. McNamara  
County Executive

6-10-92  
Dated

7-10-92  
Dated

\_\_\_\_\_  
Approved By

\_\_\_\_\_  
Wayne County Commission

\_\_\_\_\_  
Dated