

*Wayne County*

DIETITIANS/NUTRITIONISTS ASSOCIATION CONTRACT
(1991)

Article 1	Agreement	1
2	Purpose and Intent	1
3	Recognition	2
4	Aid to Other Unions	3
5	Union Security	3
6	Payment of Union Dues	5
7	Payment of Service Charge	6
8	Management's Rights	7
9	Representation	7
10	Grievance Procedures	12
11	Disciplinary Procedures	16
12	Special Conferences	20
13	Strikes and Lockouts	21
14	Manual of Personnel Procedures	21
15	Probationary Employees	22
16	Seniority	22
17	Filling of Vacancies	24
18	Reclassification	31
19	Layoff, Displacement and Recall	32
20	Workweek	36
21	Work Hours	37
22	Overtime	39
23	Standby	41
24	Temporary Assignments	41
25	Leave Without Pay	43
26	Bereavement Leave	45
27	Holidays	47
28	Insurance Program	50
29	Vacation	57
30	Sick Leave	62
31	Retirement	69
32	Unemployment Insurance	74
33	Association Bulletin Boards	74
34	Mileage Allowance	75
35	Economic Improvement	76
36	Severability Clause	75
37	Tuition Reimbursement	78
38	Indemnification	82
39	Deferred Compensation	82
40	Deduction of Overpayment	82
41	Special Committees	83
42	Contracting and Sub-Contracting of Work	85
43	Supplemental Agreement	85
44	Savings Clause	85
45	Successor Clause	85
46	Termination	86

Appendix A	88
Appendix B	95
Appendix C	96
Letter of Understanding 1	97
Letter of Understanding 2	98
Letter of Understanding 3	99
Letter of Understanding 4	100

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 Wayne County Dietitians and Nutritionists Association (hereinafter referred to as the "Association").

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 Association.

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 Association 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 Association 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 Association, 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 bonafied occupational qualification.

ARTICLE 3 - RECOGNITION

3.01

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

3.02

The bargaining unit shall consist of all employees of the Employer holding position in classification designated as:

Dietitian/Nutritionist

3.03

- a. Part-time, temporary and seasonal employees holding positions in classifications designated in 3.02 above shall be included in the bargaining unit covered by this Agreement, provided they have been covered by this Agreement, provided they have been continuously employed for a period of ninety (90) days from the date of last appointment during the term of this Agreement. A layoff not to exceed ten (10) consecutive workdays during the ninety (90) day period shall not be considered a break in continuous service as defined by this section.

3.04

Entrance provisional County employees, i.e., new hires, in positions listed in 3.03 above shall not continuously be employed more than one-hundred eighty (180) days, except by mutual agreement between the parties to this Agreement.

ARTICLE 4 - AID TO OTHER UNIONS

4.01

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 Association.

4.02

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

ARTICLE 5 - UNION SECURITY

5.01

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

5.02

Employees covered by this Agreement who are not members of the Association at the time it becomes effective and who have been employed for a period of thirty(30) days, who do not make application for membership in the Association within thirty (30) days after the effective date of this Agreement, shall, commencing with the first bi-weekly payroll period thereafter and for the duration charge in an amount of \$5.00 per pay period contributed toward the administration of this Agreement. The provisions of this section shall also apply to part-time, temporary, seasonal employees as defined in Article 3, 3.03, provided that said employees shall not be required to comply until completion of ninety (90) days of employment.

5.03

Employees covered by this Agreement who are not members of the Association at the time it becomes effective and who have been employed for less than thirty (30) days, and employees hired, rehired, or transferred into the bargaining unit after the effective date of this Agreement, who do not make application for membership in the Association within thirty (30) days after completion of thirty (30) days of service, shall, commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Association the service charge defined in 5.01 above. The provisions of this section shall also apply to all employees as defined in Article 3, Section 3.03, provided that said employees shall not be required to comply until completion of ninety (90) days.

5.04

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

5.05

Failure to comply with the provision of 5.01, 5.02, and 5.03 shall be cause for the termination of the employee.

5.06

No employee shall be terminated under this Article unless:

The Association has first notified the Labor Relations Director in writing that the employee has elected not to join the Union or pay the service charge.

5.07

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.

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

5.08

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

ARTICLE 6 - PAYMENT OF UNION DUES

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

6.02

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

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

6.03

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

6.04

The Employer shall not be liable to the Association by reason of the requirements of this article for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Association 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 7 - PAYMENT OF SERVICE CHARGE

7.01

Employees who do not make application for membership in the Association as outlined in 3.03 shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

7.02

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

7.03

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

7.04

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

7.05

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

ARTICLE 8 - MANAGEMENT'S RIGHTS

8.01

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

8.02

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

8.03

Except as otherwise specifically provided, for purpose of this Agreement the Director of Personnel/Human Resources shall act as the designee of the Employer.

ARTICLE 9 - REPRESENTATION

9.01

Grievance Representatives

The Association shall be represented in the grievance procedure by the Association President and one (1) Representative, hereafter referred to as Association Representatives.

9.02

The above President and Association Representative shall represent all employees in their designated area.

9.03

If the above occurs, the Associate Representative shall be offered all scheduled overtime if overtime becomes necessary during that work day.

9.04

When the President is temporarily assigned to a position above the Bargaining Unit on a weekly basis, the Association Representative shall be offered all scheduled overtime, including the sixth and seventh day of that scheduled work week.

9.05

It is mutually recognized that the principle of proportionate representation is a sound and equitable basis for determining the number of Representatives covered by this Agreement.

- a. Representatives shall be regular full-time employees.
- b. The number of Representatives allowed for the Association shall be the subject of continuing negotiations between the Employer and the Association.

9.06

The Association shall maintain a current list of representatives and shall furnish the Employer or appropriate management representative with a copy of same. In the event the work assignment of the representative shall be changed the Association shall give notice in writing to the Employer or the appropriate management representative of such replacement not less than forty-eight (48) hours prior to the said representative assuming his/her duties.

9.07

The Employer shall furnish the Association with a corresponding representative list for each designated area. In the event there should be changes in representative for the Employer, the Employer will notify the Association, in writing, of such replacement not less than forty-eight (48) hours prior to the said representative assuming his/her duties.

9.08

Representatives, during their work hours, without loss of time or pay, may investigate reported grievances within their designated area and present said grievances to the Employer or the appropriate management representative. Before entering upon such association business, representative shall give notice to and receive approval from the designated supervisor, or in his/her absence, the designated alternate supervisor; and a list of same will be provided to the Association within thirty (30) days upon signing of this Agreement. The Association shall be notified of any changes of said list forty-eight (48) hours prior to a new supervisor or alternate assuming the duties as provided in this section. Approval for release from their work assignment for this purpose, for such time as may be necessary, will not be unreasonably withheld. Any alleged abuse by either party shall be proper subject for a Special Conference as provided by this Agreement.

9.09

Grievance Representative

The Association shall be entitled to representation by Association Representatives (President or Vice President).

9.10

All Representatives shall be full-time regular employees of a bargaining unit within the jurisdiction of the respective work areas. The Employer or appropriate management representative shall be promptly notified of the selection of the grievance representatives by each local association as herein provided or of any subsequent replacement.

9.11

Representative shall report daily to their regularly scheduled work assignment.

9.12

A Representative may investigate and process a reported employee grievance at the appropriate management level without loss of time or pay if the area grievance representative is unable to resolve the complaint with the immediate supervisor. Before entering upon such association business, a grievance representative shall give notice to and receive approval from the appropriate management representative for release from his/her work assignment for such limited time as may be necessary to conduct a stated emergency work situation, nor shall this privilege be abused. Any alleged cause by either party will be a proper subject for a special conference, as provided by this Agreement.

9.13

The President of the Association may call upon a Representative for assistance in processing grievances involving the interpretations or applications of this Agreement, or for the purpose of reaching a prompt settlement of group or policy grievances. Before entering upon such Association business, the Representative shall give notice to and receive approval from his/her appropriate management representative and he/she thereupon be released from his/her work assignment, without loss of pay, except for a stated emergency work situation.

9.14

Representatives shall not be reassigned to another work area or shift during their term of office except by agreement between the Association and the Department Head.

9.15

Representatives shall be retained in their work areas and shifts for representation purposes during layoffs, regardless of seniority, as long as there is work to be performed within their classification.

9.16

Association President

The President of the Association may request and be granted time off without loss of pay to present grievances involving the interpretation or application of this Agreement to the Division of Labor Relations and/or appropriate management representative as outlined in the grievance procedure.

9.17

The President may attend the meetings of County Boards, Commissions, and Committees when matters involving the Association are on the agenda. Prior notice and approval must be obtained by the President before such time off will be approved.

9.18

Whenever the President is required to perform administrative duties limited to internal Association business or functions, he/she may be granted time off without compensation, but without loss of such benefits to which he would otherwise be entitled. Requests for such time off may be granted with prior notice to the appropriate Management representative.

9.19

It is understood between the parties that for the purpose of maintaining continuity in representation of the employees at the higher level of the Bargaining Unit structure, the Association Representative will serve as the alternate to the President. It is further understood that the Association Representative will only function in the absence of the President on occasions when the absences exceed continuous periods of one (1) week or shorter periods when mutually agreed upon.

9.20

All requests for leaves of absence by a President shall be processed in accordance with the provisions of the personnel procedures of the Employer as may be subsequently amended or changed by the terms of this Agreement or Memorandum of Agreement between the parties.

9.21

Bargaining Committee

The Employer will recognize a collective bargaining committee of representatives, of this bargaining unit. The actual number of bargaining committee members shall be fixed by mutual agreement based upon the make up of the bargaining unit; however, in no event shall the number of paid employees exceed two (2).

Probationary Employees

The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment set forth in Article I of this Agreement, except as to discipline and discharge.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01

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

10.02

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

10.03

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

10.04

The Association shall have the right to commence a grievance at the level of management causing the alleged grievance. Grievances involving disciplinary actions with the exception of oral or written reprimands, taken against an employee shall be initiated at Step 3 of the grievance procedure. However, probationary employees shall not have access to the grievance procedure in matters of discipline or discharge.

Step 1: The employee, with the Representative acting alone, but on behalf of the employee, shall within ten (10) 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 Representative within five (5) working days.

Step 2: If the grievance or dispute is not satisfactorily settled by discussion, it shall be presented in writing by the Association Representative to the appropriate division head or designated Step 2 representative within five (5) workdays after the discussion was held and the response due. The aggrieved employee and/or the Association Representative shall be given a reasonable time, during work hours, to prepare the written grievance. All written grievances shall specifically describe the nature of the complaint, the date the alleged grievance occurred, the identity of the employee or employees involved (i.e. aggrieved and protested) and the provisions of this Agreement the Association claims the employer has abridged or failed to apply.

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

The division head or designated Step 2 representative shall within five (5) workdays meet and discuss the grievance with the President or Association Representative. All parties directly involved and witnesses may attend such meeting. Within five (5) workdays from the date of said meeting the Division head or designated representative shall respond in writing to the proper association representative.

Step 3: If the grievance or dispute is not satisfactorily settled in accordance with Step 2 above, it shall be presented in writing by the Association to the appropriate department head or designated representative within five (5) workdays after the Step 2 response is issued. The department head or designated representative shall within five (5) workdays meet and discuss the grievance with the Association President or Association Representative or designated representative. Within five (5) workdays from the date of said meeting the

department head or designated representative shall respond in writing to the grievance with a copy to the Association President.

Step 4: If a grievance has not been completely resolved as provided above, the Association may submit the grievance to the Labor Relations Division for further review as follows;

The written grievance shall be submitted in writing, with copies of all previous responses, within ten (10) workdays of the Step 3 response.

The Labor Relations Division's Step 4 representative shall, within ten (10) workdays meet with the Association President and not more than (2) representatives of the Association to discuss the grievance. Within ten (10) workdays the Labor Relations Division representative shall then submit to the Association, in writing, the disposition of the appeal.

Step 5: Only unresolved grievances which related to the interpretation, application, or enforcement of any specific article and section of this Agreement, or any written supplementary agreement, which have been fully processed through the last step of the grievance procedure as herein provided may be submitted to an umpire in strict accordance with the following:

- a. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. Such notice shall be given within thirty (30) days of receipt of the Step 4 answer. grievances shall be heard in accordance with the published rules of the American Arbitration Association. The expenses of the arbitrator shall be shared equally by the parties.
- b. Within thirty (30) calendar days after the execution of this agreement, the parties shall convene and mutually select a panel of seven (7) arbitrators to serve as permanent arbitrators. The parties will select the name of an arbitrator to hear the case. If unable to agree, the parties will then in each case strike two names from the list. Of those arbitrators remaining on the list,

the arbitrator with the earliest hearing date will be selected. If an arbitrator is not selected within sixty (60) days from the notice of intention to arbitrate, the grievance will be considered settled based on the last management answer to the grievance.

- c. Either party may, within sixty (60) days notice remove an arbitrator from the panel. Once an arbitrator has received written notice that said services are terminated, he shall not hear any further cases. However, the arbitrator shall render decisions on all cases that have been heard prior to receiving such notice.
- d. Failure by the Association to appeal any grievance to arbitration within the specified time limits shall terminate said grievance, and it shall be considered to be resolved in accordance with the disposition issued by the Labor Relations Division.
- e. The arbitrators shall have no authority to amend, alter or modify this agreement. Further, the arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of this Agreement and shall be without authority to make any decision contrary to, or inconsistent with, or modifying or varying, in any way, the terms of this Agreement; or granting any wage increases or decreases.
- f. There shall be no appeal from the arbitrator's decision if made in accordance with the arbitrator's jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the employee or employees, and the Association.
- g. At the Arbitration Hearing, the grievant, the Association Representative, and not more than two witnesses shall not lose pay for time off the job while attending the arbitration proceedings.
- h. In the event that grievance affects two or more employees of the Association, the Association may file a policy grievance.

- i. It is understood between the parties hereto that any of the time periods at the Step of the grievance procedure provided herein may be extended by mutual agreement in writing and further, that working days shall not include Saturday, Sunday, or holidays.
- j. No settlement at any stage of the grievance procedure shall be a precedent in any arbitration hearing.
- k. All claims or awards for back wages shall be limited to ten (10) workdays from the written grievance except in cases of improper recall in which cases the employee will be made whole. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less any compensation received for employment or unemployment compensation obtained subsequent to removal from the payroll of the Employer.
- l. The Employer shall furnish the union with a list of Step 2 and 3 representatives and alternates within thirty (30) calendar days of the execution of this Agreement. This list will be updated as necessary.
- m. In the event a case is appealed to an arbitrator and it is found that the arbitrator has no power to rule on such cases, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

ARTICLE 11 - DISCIPLINARY PROCEDURE

11.01

Employees shall not be subject to any form of discipline except for just cause. If the Association determines to appeal any disciplinary action other than oral and written reprimands, it shall file a grievance in accordance with Step 3 of Article 10.

11.02

All incident and other investigatory reports then available shall be included with the disciplinary papers when served, with copies to be furnished to the Association.

11.03

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 Association 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 Association representative if the employee so desires.

11.04

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.

11.05

When the Department determines that a disciplinary matter requires an investigation, a Hearing shall be formally opened and then suspended for investigation. The Association will be notified at the time the case is suspended when the disciplinary hearing shall take place. This notice will allow the Association to do its investigation into the matter before discipline is issued.

11.06

The Association representative 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 and written reprimands shall not be subject to arbitration.

11.07

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 Association at the time such immediate action is taken.

11.08

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

1. Oral Reprimand;
2. Written Reprimand;
3. Suspension, or demotion (not to exceed five (5) months; and
4. Removal or discharge

11.09

Nothing in 11.08 shall prevent the department from taking appropriate disciplinary action, without regard to progressive discipline, when the offense is deemed to be serious in nature.

11.10

Should it be necessary to reprimand any employee, the reprimand shall be given to as not to cause embarrassment to the employee before other employees or the public.

11.11

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.

11.12

The parties will establish a joint committee to develop an Attendance Control Program which may incorporate separate disciplinary or incentive elements. This committee will be established and will issue a recommendation to the parties during the first year of this agreement.

11.13

There shall be one official personnel file.

11.14

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

11.15

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.

11.16

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.

11.17

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.

11.18

Employees charged with the commission of any felony or of a misdemeanor involving criminal moral conduct during work hours or related to the work location or job responsibility, shall have the circumstances unilaterally reviewed by the Employer. After said review, the employee may be suspended, or reassigned to a less sensitive position, without loss of pay or benefits pending the judicial determination of said charge at the trial level.

11.19

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.

11.20

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 12 - SPECIAL CONFERENCES

12.01

Special conferences will be arranged between the Association President and the Employer upon the request of either party. Request for Special conferences shall be made at least 24 hours in advance, and the conference shall be held within ten (10) workdays after the request is made. An agenda of the matters to be taken up at the meeting, together with the names of the conferee representing the parties shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Such conferences shall, to the extent possible, be held during regular work hours. Members of the Association shall not lose time or pay for the time spent in such special conferences and no additional compensation will be paid to such employees for time spent in such conference beyond regular work hours. A representative of the Association or an alternate representative may attend the special conferences. Matters of a grievable nature, if not resolved in conference, shall be moved to the appropriate step of the grievance procedure, such step being agreed to in writing by the Conferees. Should the Association President be absent and on approved leave, the Association's vice president shall assume the responsibilities contained herein.

ARTICLE 13 - STRIKES AND LOCKOUTS

13.01

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 Association, its members, representatives, officers or committees and the Employer.

13.02

Accordingly, it is agreed that neither the Association nor its members, officers, representatives or committees will cause, call, engage in, encourage or condone work stoppages. The officers of the Association 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.

13.03

The Association 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.

13.04

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

ARTICLE 14 - MANUAL OF PERSONNEL PROCEDURES

14.01

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 term of this Agreement shall be negotiated between the Department of Personnel/Human Resources and the Association and no modification, deletion or change shall be effected without mutual agreement of the parties.

ARTICLE 15 - PROBATIONARY EMPLOYEES

15.01

Probationary Period (New Hires)

New employees certified from an eligibility list shall be considered as "Probationary Employees" for the first six (6) months (1,040) hours of their employment). However, periods of absence from work shall not be counted toward completion of the probation period.

15.02

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

ARTICLE 16 - SENIORITY

16.01

Except for retirement, annual leave and sick leave, the seniority of each bargaining unit member shall be determined by the Employees date of hire into a bargaining unit position.

16.02

In the event two (2) or more employees shall have the same seniority date, their placement on the seniority list shall be determined by comparing the last four (4) digits of each employees "Social Security" number Employer with a representative of the Association present. The employee with the lower four (4) digit number shall be placed highest on the seniority list.
(i.e., 0000)

16.03

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

16.04

Effective with the signing of this Agreement, any bargaining unit employee promoted or transferred to a position outside the bargaining unit shall have his/her bargaining unit seniority frozen as of the date of such transfer or promotion.

16.05

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

16.06

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:
- d. Failure to return to work when recalled within ten (10) working days after notice of recall from layoff.
- e. Failure to return to work within five (5) working days after the expiration of an approved leave of absence or extension thereof.

- f. 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.
- g. In the case of extreme circumstances, special consideration may be given to those items enumerated above.

16.07

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

ARTICLE 17 -FILLING OF VACANCIES

17.01

All vacancies shall be filled in accordance with this Article, and in addition, no Veteran's Preference Points and Disabled Veteran's Preference Points shall be used for promotional examinations.

For all vacant positions being filled from within the Bargaining Units covered by this Agreement, the following priority order will apply:

- a. Job, days off and/or shift preference. (17.02)
- b. Recall from Lay-off or Displacement/Restoration from Medical Demotion. (17.03)
- c. Promotion from Department of Personnel/Human Resources Departmental Promotional Eligible List/Career Demotion.
- d. Transfer of the senior qualified employee desiring a geographical location as defined by past practice and as mutually agree. (17.05)
- e. Provisional promotion of the senior qualified bargaining unit employee in the next lower classification within the Department. (17.06)

- f. Promotion from Department of Personnel/Human Resources County-Wide Promotional Eligible List/Career Demotion.
- g. Voluntary Demotion. (17.07)
- h. Provisional promotion of the senior qualified bargaining with employee in the next lower classification within the bargaining unit on a County-Wide basis. (17.08)
- i. New Hires, Re-employment or Reinstatement.

17.02

Job/Days and/or Shift Preference

- a. Upon notification of a position vacancy, an employee who holds the same classification and has completed one (1) year of service may exercise their bargaining unit seniority for the selection of a job.
- b. Upon notification of a position vacancy occurring within a department, a full time employee who holds the same classification and has completed one (1) year of service within the department may exercise their seniority for the selection of days off and/or shift preference within the classification held by the employee.
- c. Upon notification of a position vacancy or shift change within a section of the division, a qualified employee within the division may exercise their seniority for the vacancy or shift change.
- d. Shift preference and days off shall be determined by the selection of the employee with the greatest amount of seniority.
- e. Filling of vacancies by shift preference shall be limited to two (2) moves resulting from any one vacancy. Thereafter, the department shall fill subsequent opening as provided the Union shall first be notified.

- f. A senior employee deemed not qualified for a job, days off and/or shift selection shall have recourse to the grievance procedure.
- g. The Department Authority shall post a notice for a period of ten (10) working days on all department Bulletin Boards as soon as he is aware that a position will be vacant or a new position has been created, this notice shall state the division unit and job/days off and shift in which said vacancy exists or will exist.

In lieu of the above, Health Department employees shall utilize a job Preference Card System as negotiated with the local bargaining units, to be contained in a letter of understanding attached to this agreement.

17.03

Recall from Lay-off or Displacement, Restoration from Medical Demotions or Demotion

- a. Employees shall be recalled from Lay-off or displacement or restoration from Medical Demotion in accordance with Article 19 of this Agreement.
- b. Medical demotions shall be to a vacant position for valid documented medical reasons which prohibit the employee from performing the duties and responsibilities of the class, however, if no vacancies exist in the department, the employer shall go County-Wide.

Promotions from Department of Personnel/Human Resources
Departmental Promotional List/Career Demotion

- a. When experience is required for admission to the promotional examinations, both County and equivalent non-County experience of the type required will be accepted.
- b. Class specialty examinations will be eliminated wherever possible and the need for the continuance of existing class specialties or the creation of new specialties will be reviewed with the Union prior to planning any future specialty examinations.
- c. Promotional examinations shall be job related.
- d. The names of all the eligible obtaining the same rank on the eligible list will be certified for promotion in the order of greatest seniority. The rank on the eligible list will be established by eliminating all decimal points and fractions from the final score.
- e. In the event an employee declines a promotion to a position under conditions which that employee had previously indicated would have been acceptable, the employee's name shall be removed from the eligible list.

Employees may indicate availability for: geographic location (Detroit, Downriver, or Western Wayne County) and/or present department.

- f. Regular part-time employees with more than six (6) months seniority shall have prior rights to fill a full-time vacant position in the classification they hold. It shall not be permitted where it will deny a promotion to a more senior regular full-time employee.
- g. Promoted employees shall be subject to a probationary period not to exceed (6) months in order to demonstrate an ability to perform the duties and responsibilities of

the position. Should the employee's work performance at any time during the six (6) months probationary period be unsatisfactory in the new position, the employee may be returned to a vacant position in their form classification. Notice and reasons therefore shall be submitted by the Employer or Designated Representative, with a copy to the Association. The matter may then become a proper subject of the Grievance Procedure in the event of disagreement by the employee.

- h. The Association shall be consulted with regard to the establishment of qualifications and eligibility factors to be used for promotions; however, final decision with respect to such matters shall remain with the employer.
- i. Bargaining Unit employees, hired prior to January 7, 1977, shall be eligible for all open competitive examinations for which they meet stated job qualifications, provided that they reside in Wayne, Oakland, Macomb, Monroe or Washtenaw County, and shall not be required to move into Wayne County, in order to be eligible for appointment from such open competitive eligible list.
- j. If a promotional examination has been announced within the last twelve (12) months, it shall not be required that another examination be announced to meet the requirements of this Article.
- k. Temporary vacancies shall not exceed six (6) months without the mutual consent of the parties, and shall be filled by the temporary promotion of the highest employee on an appropriate eligibility list, from the department where the vacancy exists. Any resulting temporary vacancy shall be filled in the same manner. Status shall not be gained by the promoted employee unless that employee is hired from a subsequent certification to fill said position on a permanent basis and then all continuous service in the position shall be credited toward the probationary period.
- l. The parties hereby agree that it is the expressed intent of the Employer and the Union to provide a means for employees in higher classifications to become eligible to compete for positions in lower classifications thereby utilizing the certification process for promotional

examinations to permit a change of occupational classifications for the higher classified employee. For the sole purpose of implementing and administering this section, the following purpose of implementing and administering this section, the following Occupational Classifications are hereby established and recognized:

Professional
Technical
Office and Clerical
Craftsman (SKilled)
Operatives

- m. In order for an employee to be considered eligible to compete for a change in his Occupational Classifications, in accordance with the classifications as defined in 3.02 of the Agreement. Upon promotional examination in the proposed occupational area noted and shall be required to meet all education, experience, and licensing requirements of such announcements. Employees who are successful shall be eligible to be certified in their rank order from such eligible list.
- n. Employees certified from any promotional eligible list as a result of a career demotion to the classification in a different class series, shall be required to successfully complete a six (6) months probationary period.
- o. Should the employee's work performance at any time during the six (6) months probationary period be unsatisfactory, as a result of the career demotion, the employee shall not be entitled to be returned to their former classification, but may be returned to a lower position in their new or old Occupational Classification.

NOTE:

Employees promoted through certification from an eligible list or by provisional promotion to temporary positions, or to regular positions on a temporary basis, shall not gain regular status by virtue of the time served in such temporary positions.

Employees promoted to temporary positions shall not forego any opportunity to promote to a regular permanent position by accepting a temporary promotion.

17.05

Transfer of Senior Qualified Employee Desiring A
Geographical Location As Defined By Past Practice And
As Mutually Agreed.

Employees may be transferred to vacant positions in their classification and specialty. Employees desiring a transfer within the same classified position within the Bargaining Unit shall file a "Transfer Request Card" through the Union Representative with the Department of Personnel/Human Resources, with a copy to the Union. All transfer cards must be filed by the Union Representative. Employees who transfer must wait twelve (12) months after such transfer before being eligible for another transfer. Additionally, any employee who turns down a previously requested transfer shall be required to wait six (6) months before being eligible to submit another transfer request. The Personnel Department shall have up to seven (7) calendar days to place a transfer card in the transfer file.

17.06

Provisional Promotion of a Senior Qualified Bargaining Unit
Employees in the next lower classification within
the Department.

A provisional promotion shall be made from the most senior qualified bargaining unit employee in the next lower classification in the department.

17.07

Voluntary Demotion

- a. Fulltime regular employees may elect to voluntarily demote to a vacant position, provided they are readily available and have the ability to do the job as demonstrated by successfully passing, a non-competitive examination for the class or have regular status in the series. Such demotion shall be in accordance with their seniority rating. Approval of such application shall not be withheld except for cause.

- b. Employees who voluntarily demote will not be eligible to be placed on a recall list for that classification from which they are demoted.

17.08

Provisional Promotion of a Senior Qualified Bargaining Unit Employee in the Next Lower Classification within the Bargaining Unit.

- a. Any employee provisionally hired or promoted to a position within the Bargaining Unit who holds and has held such position continuously in the same class for a period of six (6) months (1040 straight time hours of work) shall be deemed to have regular status in the class in which such provisional appointment or promotion is held.
- b. The above provision shall not be applicable in any situation where an examination has been announced by the Department of Personnel/Human Resources and its pending administration, except that in any specific situation where a period of four (4) months or more have elapsed following the publishing of the announcement, but without the conclusion of the examination (certification and appointment) the incumbent provisional employee shall be granted regular status upon petition of the Association.

ARTICLE 18 - RECLASSIFICATION

18.01

No positions within the Bargaining Unit shall be reclassified or re-titled during the term of this Collective Bargaining Agreement except by mutual agreement where such request is initiated by the Department Director or a Local Union President.

18.02

Reclassification requests filed prior to 11/30/90 will be processed in accord with the Collective Bargaining Agreement expiring on that date.

ARTICLE 19 - LAYOFF, DISPLACEMENT AND RECALL

19.01

Layoff and Displacement Defined

- a. Layoff shall be defined as separation from employment as the result of lack of work or lack of funds.
- b. Displacement shall be defined as the reassignment, transfer, or demotion of an employee because of: 1) the elimination of their position due to the discontinuance of an operation or lack of work and/or funds; or 2) the displacement of a more senior employee (see above) resulting in the displacement of a less senior employee.

19.02

Notice of Layoff or Displacement

Notice of layoff or displacement shall be issued at the direction of the Director of Personnel/Human Resources and notice shall be delivered to any affected employee no later than two (2) weeks before the effective date thereof and a copy of the notice shall be sent to the Association.

19.03

Order of Layoff or Displacement

In the event of a layoff or displacement, temporary, seasonal, entrance provisional, limited term, probationary (new hires), and

part-time regular employees, in that order, in positions covered by the bargaining unit shall be laid off or displaced as necessary to avoid the layoff of full-time regular employees, provided that such full-time employees are qualified to do the work.

19.04

Preservation of Employee Status

In the event of the displacement of an employee, as defined in 19.01 above, the Employer shall apply, whenever possible, the principal of preservation of employee status by maintenance of shift, geographic location and base wages equal to or as close as possible to that received by the employee prior to displacement.

19.05

Layoff Procedure

If the Employer must eliminate positions for lack of work or lack of funds, employees will be laid off or displaced based upon their seniority workers, from the lesser to greater seniority, in the following manner:

A. Classifications above the lowest three classifications within a series shall be laid off or displaced on a departmental basis as follows:

1. Displacement to a vacant position in the same classification or a class on the same level for which the employee is qualified based on previous regular status in the class or meeting the qualifications listed on the most recent announcements for the class.
2. Displacement to a vacant position in the same classification or a class on the same level for which the employee is qualified in which event the least senior employee in that classification shall be displaced or laid off.

3. Displacement to a vacant position in the next lower class level for which the employee is qualified.
 4. Displacement to a position held by the least senior employee in the next lower level for which the employee is qualified in which event the least senior employee in that classification shall be displaced or laid off.
 5. Employees unable to be displaced within their department in accordance with the above provisions shall be displaced on a County-wide basis under Section 19.05 (B) below.
- B. Employees shall be displaced on a County-wide basis as follows:
1. Displacement to a vacant position within the employee's department, for which the employee is qualified, in the same classification or a class on the same level.
 2. Displacement to the position held by the least senior employee in the same classification or an appropriate classification on the same level for which the employee is qualified in which event the least senior employee in that classification shall be displaced or laid off.
- C. As used above "department" shall mean the departments and "County-wide" shall mean all positions represented by the association's agreement.

19.06

- W. J. H.*
- A) President and 1st Vice President- Notwithstanding their position on the seniority list, shall in the event of a layoff, be continued at work as long as there is work being performed in the Bargaining Unit in the class and/or class series in which they have status, or are qualified. Notwithstanding their seniority, they shall be the first recalled when there is work to be performed in their class or class series.

- B) In the event that a dispute should arise as to the application of 19.06 (A), or (B), above, the dispute shall be a proper subject for a Special Conference.

19.07

Association Management Cooperation

Association shall assist Management in all matters pertaining to layoff and recall upon request.

19.08

Bidding for Shift and Job Location

Within 60 days after the effective date of layoff and/or displacement as described herein, Department or Division Management will allow displaced employees within the Department to bid on their desired shift or job location insofar as their seniority will allow regardless of the existence of vacancies.

19.09

Recall from Layoff or Displacement

Recall shall be defined as the process by which an employee who has been laid off or displaced is returned to employment their former classification or a lower classification in their class series. Laid off or displaced employees shall on request have their names placed on the recall list for classes at the qualifications or for other classes in which the employee previously held regular status.

The names of employees laid off or displaced shall on request have their names placed on the recall list for classes at the same or lower level requiring essentially the same or lesser qualifications or for other classes in which the employee previously held regular status.

The names of employees laid off or displaced shall be placed on and certified from the recall list, in order of their seniority.

Notice of recall of employees who were laid off shall be sent to such employees at their last known address by certified mail. It shall be the responsibility of the employee to notify the Employer by certified mail of any change of address immediately after such change. Failure of an employee to report to work not later than ten (10) work days following receipt of delivery of such notice of recall shall be considered a quit. Exceptions for good cause may be made by Management for failure to report as notified.

If an employee declines an appointment from a recall list to a position under conditions which the employee had previously accepted prior to layoff or displacement, that employee's name shall remain on the recall list for two (2) years or their length of seniority not to exceed five (5) years.

Any employees displaced by such bidding shall exercise their seniority rights in accordance with this section prior to the completion of the bidding process.

ARTICLE 20 - WORKWEEK

20.01

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

20.02

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

20.03

Employees working designated relief positions, may have their previously scheduled days off changed to avoid the payment of overtime, in accordance with accepted standard practices within various seven-day operations; provided, however, that no designated relief employees shall have their previously scheduled hours changed more than one time in any workweek as defined in 20.01 above.

20.04

For the Dietitians, there shall be established a fourteen (14) day work period in lieu of the standard workweek. The fourteen (14) day period shall begin at 12:01 a.m. Monday and end at 12:00 midnight on the Sunday, 336 hours thereafter.

The regular tour of duty for these employees shall be eighty (80) hours of actual work performed in ten (10) eight (8) hours days during the fourteen (14) day period.

20.05

The workweek shall include weekend work as determined by the Employer, however, the Employer agrees that every effort will be made to equally distribute said weekend work on a routine basis.

20.06

Except for part-time, temporary, or seasonal employees, no work week shall be less than 40 hours.

ARTICLE 21 - WORK HOURS

21.01

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

- a. The second shift shall be any full-time shift commencing between the hours of 11:00 a.m. and 7:00 p.m.
- b. The third shift shall be any full-time shift commencing between the hours of 7:00 p.m. and 4:00 a.m.

21.02

Shift Premium

Employees covered by this Agreement shall be paid five (5%) percent in addition to the basic hourly rate, for all work performed during a regularly assigned second shift; and five (5%) percent, in addition to the basic hourly rate for all work performed during a regularly assigned third shift.

21.03

Weekend Premium (Seven-Day Operations)

Employees covered by this Agreement shall be paid five (5%) percent in addition to the basic hourly rate, for all work performed on a Saturday during their regularly scheduled workweek; and five (5%) percent in addition to the basic hourly rate, for all work performed on a Sunday during their regularly scheduled workweek.

21.04

Lunch Periods

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

ARTICLE 22 - OVERTIME

22.01

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

- a. For all hours of work performed in excess of eight (8) hours in any one (1) workday.
- b. For all hours of work performed on the sixth (6th) day of the employee's workweek, for all hours of work in excess of fourth (40) hours.
- c. All other employees excepting those designated under 22.01 above shall be entitled to the premium pay provided under 22.02, irrespective of the number of days notice of scheduling.

22.02

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

- a. For all hours of work performed on the seventh (7) day of the employee's workweek.
- b. For all work performed on an emergency basis on a day designated by this Agreement as an employee holiday.
- c. All other employees except those designated under 22.02 above shall be entitled to the premium pay provided under this section, irrespective of the number of days notice of scheduling.

22.03

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

22.04

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

22.05

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

22.06

Overtime and holiday premium hours shall be divided as equally as possible among employees in the same classifications in the appropriate work area. An up-to-date list showing overtime hours will be posted at reasonable times in a prominent place in each appropriate work area. Whenever overtime or overtime hours is required the person with least number of overtime hours in that classification within the appropriate work area will be called first and so on down the list in an attempt to equalize the overtime or premium time hours. In such cases, they would be called on the basis of least hours of overtime or premium time in their classification, provided they are capable of doing the work. For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work will be charged the average number of overtime or premium time hours of the employees working during that period. This provision does not apply when an employee is on an approved paid leave other than Workers' Compensation.

22.07

Representatives within a designated work area and competent to perform the work shall be the first employee in the area to be requested work on a scheduled overtime basis if there is work in their classification to be performed.

22.08

Call Time

Any employee called to work on hours other than his scheduled hours of work shall be paid a minimum of four (4) hours compensated at one and one-half (1-1/2) times his regular hourly rate, providing the call time does not overlap his regular work shift. If called in to work on the second regularly scheduled off day or for emergency work on a holiday, the rate of scheduled off day or for emergency work on a holiday, the rate of pay shall be as provided in 22.02 of this Article.

22.09

Call time shall not overlap other call time.

ARTICLE 23 - STANDBY TIME

23.01

Employees required to perform standby service shall be paid at the rate of twenty five (25%) of their hourly base rate for all hours of standby service.

ARTICLE 24 -TEMPORARY ASSIGNMENTS

24.01

- a. No employee shall be assigned duties normally considered commensurate with a classification higher than that which he holds except in cases 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.

- b. 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.
- c. Employees temporarily assigned as vacation replacement shall be entitled to the additional compensation as of the sixth (6th) continuous workday of such assignment.
- d. 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 utilizing the promotional rule.

24.02

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

24.03

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

- a. Positions filled are of cyclical nature.
- b. Position created by a work project (temporary assignment for the duration of the project).
- c. Position created by the leave of absence of an employee.
- d. After six (6) months, refer to Article 17 - Filling of Vacancies.

24.04

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 agree upon specific location shall be offered the temporary assignment.

ARTICLE 25 - LEAVE WITHOUT PAY

25.01

An employee who has completed one year 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 service 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.

25.02

An employee must exhaust all annual leave prior to the commencement of any leave without pay, except for leaves for physical or mental disability or to to enter the unclassified service.

25.03

A leave due to the physical or mental disability of any 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 month extension, 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.

25.04

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.

25.05

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, 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 layoff provision of this agreement.

25.06

Maternity/Parental Leave

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

25.07

Employees may apply for unpaid leave of absence for Parental Leave for a period not to exceed six (6) months following the birth or legal adoption of a child.

25.08

Military Leave

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

25.09

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

ARTICLE 26 - BEREAVEMENT LEAVE

26.01

Employees shall be granted time off from their duties with compensation to make burial arrangements and attend funeral services of member of their immediate family.

26.02

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

26.03

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.

26.04

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.

26.05

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.

26.06

In the event that a holiday as defined in Article 27 of this article occurs during the bereavement leave, the employee shall be allowed equivalent time off with pay for said holiday at such time as the 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.

26.07

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

ARTICLE 27 - HOLIDAYS

27.01

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

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
State and National General
Election Days
Three (3) Swing Holidays

27.02

On or before January 15th of each year, the C.E.O. or his designee shall publish the date that each holiday will be celebrated, including the three (3) swing holidays which will be utilized between Christmas and New Year's Eve.

27.03

Any employee who has an unapproved absence on the first workday following the holiday shall forfeit said holiday.

27.04

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

27.05

Part-time employees who are not scheduled to work on a holiday shall not receive compensation for holiday nor be allowed any additional time off in lieu thereof. Part-time employees who are scheduled to work on a holiday shall be granted time off with pay for said holiday. Part-time employees who work on a holiday shall be paid 200% of their regular straight time rate for all hours worked on said holiday.

27.06

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

27.07

Full-time employees required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid at the rate of two hundred percent (200%) for all hours worked in addition to their regular pay for the holiday. Holiday premium pay as provided by this section shall be paid for work on the day designated by the calendar as the holiday for seven day operations.

- a. Except as provided in (b) below, and Article 27, 27.07, full-time employees required to work on any holiday other than those enumerated in 27.07 above shall be paid in cash at the rate of one hundred twenty-five percent (125%) for all hours worked in addition to their regular pay for the holiday.

- b. Employees assigned to seven (7) day operation who are required to work on any holiday other than those enumerated in 27.01 above, shall accumulate such holiday time calculated at 125% for all hours worked not to exceed a maximum of eighty (80) banked hours. Such employees upon reaching the maximum eighty (80) hours shall be compensated at straight holiday time up to a maximum of eighty (80) hours may be used in connection with annual leave or be taken at such time as mutually agreed to between the Employer and the employee.

27.08

Whenever one of the holidays enumerated in Section 27.01 above falls on a day which is a regular day off for a shift employee working in a seven-day operation, the employee shall be given a substitute day off in lieu of such holiday. The substitute day off shall be approved by the department head and shall be granted not later than sixty (60) days following the date of the holiday. Employees required to work on the day designated as the substitute for the holiday shall be paid at the rate of one hundred and fifty percent (150%) for all hours worked in addition to their regular pay for the day.

27.09

Employees who work on a regularly scheduled afternoon or night shift on a holiday shall be entitled to shift differential pay for actual hours worked in accordance with 21.01 of Article 21. Employees shall not be entitled to shift differential pay for compensatory holidays taken off.

27.10

Upon separation of an employee from the service, the employee shall be paid at the time of separation for all unused accumulated holidays for which equivalent time off has not been allowed, however, that such unused holidays may not be accumulated for a total exceeding eighty hours (10 days).

27.11

For the purpose of this Article, except as provided in 27.01 above whenever one of the designated holidays falls on a Saturday, the preceding Friday shall be designated as the official holiday, and whenever one of the designated holidays falls on a Sunday, the following Monday shall be designated as the official holiday. Should two consecutive holidays occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official holidays.

ARTICLE 28 - INSURANCE PROGRAMS

28.01

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 consultation of 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 as an alternative 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 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 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 the Employer's expense. Benefits will be restored every two years.

28.05

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

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

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

28.07

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

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 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 #0407-07, 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 of the month following the effective date of active service and will continue without election until completion of one year in the mandatory plan.

28.10

The Employer will continue to coordinate hospital, medical and dental benefits with insurance carriers of spouses and/or dependents of Wayne County, and 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, or 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:

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

Prothodontic Services:

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

Periodontic Services:

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

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 lifetime. No age limit restriction.

28.15

Life Insurance

The Employer shall continue to pay the full premium for \$15,000 of group life insurance for each fulltime 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 of life insurance to employees that retire from this bargaining unit on or after the effective date of contract.

28.16

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

28.17

Whenever employees are on approved leaves of absence because illness and have exhausted all of their accumulated sick leaves, 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

Workers Disability Compensation Act currently provides a mandatory seven (7) day waiting period before compensation payments commence. To minimize financial loss during this time period, an employee shall be able to use 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 workers'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 workers'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 workers's compensation for up to two years shall earn annual leave at 50% and sick leave at 100%.

28.23

Long Term Disability Income Protection Plan

Beginning the effective date of this contract, members of the bargaining unit shall be covered by a long-term disability income protection plan which pays a member 60% of gross salary up to a maximum of \$1,400 per month. An employee who is otherwise eligible for sick leave qualifies for this income protection plan after 60 calendar days of illness or disability, or the use of all sick time, whichever occurs last. The employee shall receive benefits under the terms and conditions of the "Long Term Disability Plan" as may be amended.

28.24

An employee disabled as a result of work related injury is qualified to collect workers compensation benefits. Payment of workers compensation benefits precludes payment of long term disability. If long-term disability payments have been made subsequently to favorable adjudication of a workers' compensation claim, the employee will reimburse the County the dollar amount received during the disability period.

28.25

Employees receiving long-term disability must cooperate in efforts to give treatment and/or rehabilitation for continued benefits under the Plan. Failure to comply may result in termination of benefits.

28.26

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

28.27

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

28.28

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

ARTICLE 29 - VACATION

29.01

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:

29.02

Employees shall not be entitled to use Vacation Leave until the completion of one year of continuous full or part time service, except in cases 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.

29.03

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:

29.04

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

29.05

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 association 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 or long term disability leaves.

29.06

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.

29.07

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 association leaves, military leaves, leaves during which employees are receiving Workers' Compensation, leaves granted to disabled

veterans due to illness resulting from a service-connected disability, and 90 days of leaves of absence granted because of personal illness in any one year shall not be deducted.

29.08

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.

29.09

Vacation leave shall be earned as follows:

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

- b. 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.

29.10

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

29.11

Vacation leave shall not be used until earned.

29.12

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.

29.13

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.

a. The above provision is modified to the extent that no employee separating from the service can be paid for any vacation leave banked time above a one-year accumulation as of January of the year of separation plus whatever monthly earnings to which the employee is eligible between the preceding January 1 and the date of separation.

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

c. Every bargaining unit member will annually be given a written audit of their vacation leave banks. Further, an employee will be notified one (1) month prior to reaching the maximum allowable accumulation.

29.14

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.

29.15

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.

29.16

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

29.17

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

29.18

In accordance with the Manual of Personnel Procedures Rule 13, Section 1-N, an employee who is granted a leave of absence without pay, except for employees receiving workers' compensation or long term disability benefits, shall be required to use all accumulated annual leave prior to the commencement of the leave of absence without pay.

29.19

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 30 - SICK LEAVE

30.01

Every full time employee shall be entitled to utilize sick leave after six (6) months of continuous 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 straight time pay.

30.02

Primary Bank

All employees who have primary sick leave bank, as established in the previous agreement, can use the primary bank as sick leave only upon exhaustion of the secondary bank. When used as sick leave, each hour is paid at the employees then current salary rate.

30.03

All employees who elected to freeze all or part of their primary banks can upon retirement or other termination, cash out the primary bank subject to the following conditions:

- a. The value of the time shall be frozen at its January 1, 1984 dollar amount.
- b. For retirement, the amount paid shall equal 75% of the January 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 January 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 January 1, 1984 dollar amount which may be credited toward final average compensation for the calculation of survivor's benefits, if any.,

30.04

All or part of the primary bank may be cashed out subject to the following limitations:

- a. A maximum of \$7,500 per year may be withdrawn;
- b. The value of the time withdrawn shall be frozen at its January 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.
- e. Payments shall be available for one (1) thirty (30) day period annually, beginning March 1, 1987 and every March 1st thereafter for the term of this Agreement.

30.05

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

Secondary Bank

All sick time earned in accordance with 30.01 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.

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

30.07

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 others 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 parents, grandparents, children, brothers or sisters of the employee or of the employee's husband or wife. It shall also include any member of the employee's household.

- d. To report to the Veteran's Administration for medical examination or other purposes relating to eligibility for disability pension or medical treatment.
- e. Because of illness or physical incapacity due to pregnancy or childbirth or following childbirth, provided that the employee submits a satisfactory statement from her physician of her inability to work.

30.08

An employee absent for one of the reasons mentioned above shall inform the designated management representatives 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.

30.09

The employee may be required by the designated management representative, within reason, to produce evidence in the form of valid medical documentation of the reason for the absence during the time for which sick leave is requested. A department head may grant sick leave to an employee for periods of illness not exceeding 30 calendar days. All requests for sick leave for more than 30 calendar days' duration shall be submitted to the Employer or designee for prior approval and shall be accompanied by a physician's certificate supporting said request. The Employer or designee may require medical reports from time to time on all sick leave in excess of 30 calendar days.

30.10

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.

30.11

An employee may not utilize accumulated sick leave reserve for absence resulting from an injury arising out of and in the course of employment with an employer other than the County.

30.12

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 1st of each year. For new hires and employees converted to April 1 credit date, the number of days shall be prorated on April 1st.

30.13

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.

30.14

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

30.15

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.

30.16

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.

30.17

Except in cases of injury or illness incurred in the line of duty, employees shall not be entitled to use sick leave until the completion of six (6) calendar months of continuous full or part time service following the date of appointment. For the purposes of this subsection, if 1040 regular work hours are completed prior to six (6) calendar months, then such hours shall be construed to be equivalent of six (6) calendar months.

30.18

Except as provided in 30.20 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 30.02 through 30.06.

30.19

Continuous service shall mean employment without interruptions 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 association leaves, military leaves, periods during which employees are receiving Workers' Compensation, leaves granted to disabled veterans due to illness resulting from a service connected disability, and 90 days of leaves of absence because of personal illness in any one year, shall not be deducted.

30.20

Personal Business Leave

All full-time employees who have completed one year of service and have accumulated sick leave in accordance with 30.01 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.

30.21

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

- a. Except for stated emergencies, only upon reasonable notice to and with the approval of the department head or the designated departmental representative.
- b. Request for personal business leave shall not be unreasonably withheld by the Department.

30.22

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

30.23

Personal business leave may be requested by an employee in increments of not less than one (1) hours.

30.24

Personal business leave days granted by the Department shall not be counted against the three (3) day vacation bonus for non-use of sick leave as provided in Section 30.12 of this article.

ARTICLE 31 - RETIREMENT

31.01

GENERAL PROVISIONS

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

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

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 contributions which includes regular interest plus a bonus of 50% of their accumulated contributions to be paid from the Reserve for Employer's Contributions.
- c. Transfer to Defined Contribution Plan #4 in accordance 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 #4, he/she shall receive refund of their accumulated contributions which includes regular interest and shall contribute in Plan #4 in accordance with the provisions of the Plan. The Employer shall contribute \$4.00 for every \$1.00 contributed by the employee. The total contribution of both shall not exceed \$7,500 per year.

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

31.03

- a. Effective beginning December 1, 1991, employees who are otherwise eligible for regular retirement under Plan #1 and who are "Red Circled" or 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 benefit shall not exceed seventy-five percent (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 31.03 a. All other provisions of the Wayne County Retirement Ordinance governing Plan #1, except as changed hereby, shall remain in full force and effect.

31.04

- 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.
- d. Employees hired on or after 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, 1990 shall be eligible for participation in Defined Benefit 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, 1990, 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 for insurance and health care benefits.
- h. Effective December 1, 1990, if a member elects 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 regular interest and 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 #3, the Employer shall pay to the employee a bonus of \$2.00 for each \$1.00 contributed by the employee for the years months of credited service in Plan #3. In this instance, the \$7,500 maximum can be exceeded.

31.05

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 31.05.

EARLY RETIREMENT

- a. All employees who have twenty (20) years of credited service in the Retirement System on or before January 2, 1991 may elect to accept early retirement regardless of age.
- b. Employees eligible for early retirement on or before January 2, 1991 will also be eligible to elect early retirement during the 90-day period prior to: November 30, 1991 and November 30, 1992 and November 30, 1993.
- c. A member of the bargaining unit with 16 or more years of service on November 30, 1991 may purchase up to four (4) years of additional credited service to attain the twenty (20) years of credited service at the full actuarial cost. Purchase shall be in one (1) month units. Twelve (12) months shall be purchased in order to receive a full year of credited service.
 1. At least fifty percent (50) of the amount due shall be paid to the Retirement System upon election of this purchase arrangement. The balance of the payment, if any, shall be deducted in equal monthly installments from the retirement checks over a period of four (4) years. The interest rate on the balance shall be established by the Retirement Commission, but is 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.
 2. 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.

The Director of Personnel/Human Resources shall have the authority to file a written application for disability retirement

on behalf of any employee permanently or indefinitely disabled. The provisions of the Wayne County Retirement Ordinance including 31.01 shall otherwise continue to apply.

ARTICLE 32 - UNEMPLOYMENT INSURANCE

32.01

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 33 - ASSOCIATION BULLETIN BOARDS

33.01

The Employer agrees to furnish the Association adequate bulletin boards at such locations as shall be agreed between the Association and the department head. The boards shall be used only for the following notices: Association Meetings, Association Elections, Reports of the Union, Rulings or Policies of the International Union, Recreational and Social Affairs of the Unions. Notices and announcements shall not contain anything of a political or partisan nature.

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

ARTICLE 34 - MILEAGE ALLOWANCE

34.01

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 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."

34.02

Definition of Reimbursable and Non Reimbursable Mileage

- a. Trips from home to the employee's official work location and back home shall not constitute reimbursable mileage.
- b. Trips from the employee's official work location (or designated starting point if he/she has no official work location) to a job, from job to job, and if directed back to his/her official work location or designated starting point, shall constitute reimbursable mileage.
- c. Employees who report to a field assignment and not to their official work location, be reimbursed for home to field.
- d. Employees who report to their official work location and then travel to a field location for the remainder of the day and then go home, shall be reimbursed.

1-7-42

34.03

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

34.04

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 no later than the twelfth working day of the month after it is incurred.)*

Employees shall be required to submit evidence of no-fault automobile liability insurance acceptable to the Employer.

* This sentence may change upon review by the parties.

ARTICLE 35 - ECONOMIC IMPROVEMENTS

35.01

It is agreed by and between the parties that all Dietitians/ Nutritionists shall be paid in accordance with the County Graded Salary Plan, except as changed or modified below.

35.02

All employees in the bargaining unit will receive an increase of six percent (6%) in their base wage rate effective December 1, 1991.

35.03

Effective December 1, 1992, all members of the bargaining unit shall receive a one step pay increase if within the salary plan range. If at maximum of the grade they then shall receive a 3.5% bonus.

35.04

Upon induction into the County Service, new hires may be assigned a salary in the range for their classification based on comparable work experience within the five years prior to hire, according to the following schedule, not to exceed the third step. Partial years of prior experience shall not to be considered. Progression through remaining steps in solely upon provision found in paragraphs .02 and .03 of this Article.

Years of Pre-Hire Experience	Assigned Step in Range
2 Years	Minimum Step
3 Years	Step #1
4 Years	Step #2
5 Years	Step #3

35.05

On December 1, 1991 current active employees will be evaluated to determine their appropriate step level based on pre-hire or previous County experience. No current County employee shall be reduced in salary as a result of such evaluation. Such experience must have been gained within the 6 years prior to hire or re-hire. Partial years of experience shall not be considered. Progression through any remaining salaries in the range for specific classifications held shall be based solely upon provisions found in paragraph 02 and 03 of this Article.

35.07

Employees who obtain a Masters degree from a recognized college or university shall be eligible to receive a one time only bonus equal to one-half of a standard step during their tenure with the County of Wayne.

ARTICLE 36 - SEVERABILITY CLAUSE

36.01

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 Supplement 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 37 - TUITION REIMBURSEMENT

37.01

Eligibility

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

- a. Courses are determined by the Employer to be job-related and acceptable for the occupation in which the employee is presently working or for a classification in the County of Wayne for which he/she is reasonably preparing to qualify.
- b. Courses are conducted by an accredited educational institution.
- c. Correspondence courses may be eligible for reimbursement.

37.02

Amount of Reimbursement

The refund will be one hundred percent (100%) of actual tuition but not more than seven hundred and fifty dollars (\$750.00) per fiscal year, per employee. 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.

37.03

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 an 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.

37.04

Reimbursement Process

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(2). If the course is in a degree, diploma or certificate program, successful completion will mean attaining a grade equal to or better than the minimum grade point average required by the institution to receive the degree, diploma or certificate.
- d. Attaches to the back of the application a true, legible copy of the tuition receipt, and a final grade report, certificate or official statement that evidences (on the school's stationary) satisfactory completion; and then submits the documents to the Department of Personnel/Human Resources no later than 30 days after the end of the school term;
- 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.

37.05

Eligibility - Professional Seminars and Conferences

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

- a. Application must be made to the Department of Personnel/Human Resources by Means of an application completed by the employee and approved 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.

37.06

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

ARTICLE 38 - INDEMNIFICATION

38.01

The Employer agrees to hold harmless and indemnify all employees covered by the Collective Bargaining Agreement from all civil claims, actions, judgements 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 Employers be liable for the payment of judgements, attorney fees or Court costs where the member is found to have committed criminal acts or an intentional tort. All settlements are subject to the approval of the Employer.

38.02

The Employer may elect to represent an employee in cases covered by the above provision, said representation to be through the Office of the Corporation Counsel. Upon receipt of notice of any claim or action, the employee shall immediately notify the Office of the Corporation Counsel in writing.

ARTICLE 39 - DEFERRED COMPENSATION

39.01

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

ARTICLE 40 - DEDUCTIONS OF OVERPAYMENT

40.01

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 the error.

40.02

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

ARTICLE 41 - SPECIAL COMMITTEES

41.01

Joint Action Committee

A committee consisting of one (1) representative from the Association and Employer representatives shall be established to study an equal opportunity employment plan. The Union representatives shall be granted time off with no loss of pay to attend Joint Action Committee meetings.

41.02

Safety Committee

The Employer and the Association agree to continue a Safety Committee consisting of one (1) representative from each Association. When agreement is reached by the Safety Unit, the Safety Unit shall reply to the recommendation within thirty (30) days in writing. If the Committee feels a recommendation is agreed with by the Safety Unit and not implemented, it shall be presented to the Managing Director.

The Association Representative on the Safety Committee shall, upon prior request and approval, be granted reasonable time to prepare and submit reports and recommendations to the Board's Safety Unit. Requests for such time off shall not be unreasonably withheld. Any violation of the above shall be a proper subject of the grievance procedure. The Employer must be given forty-eight (48) hours notice before the designated Association Representative may assume his duties.

41.03

Employee Assistance Advisory Committee

A committee consisting of one (1) representative from the Association and an equal number of representatives from the Employer shall be established to investigate alcoholism, substance abuse, and emotional problems of employees. This committee shall recommend to the Employer necessary solutions and shall be granted a reasonable amount of time off with pay to carry on its investigation. The parties recognize that substance abuse problems including alcoholism and emotional illness, can be successfully treated and treatment of these and other personal problems is in the best interest of the employee, Association, and Employer.

41.04

Retirement Plan #4 Loan Program

A committee comprised of two persons representing the Association and two persons representing the Employer will meet to develop a loan program for employees participating in Retirement Plan #4 (Defined Contribution Plan #4).

41.05

Attendance & Sick Leave Control Program

A committee consisting of Association Presidents & Management Representatives from Selected Departments, shall meet to discuss a program to control absenteeism and excessive use of sick leave time.

Committee meetings shall be set by agreement between the Labor Relations Director and the Staff Representative the Dietitian Nutritionist Association.

ARTICLE 42 - CONTRACTING AND SUB-CONTRACTING OF WORK

42.01

Contracting and sub-contracting shall not be used for the purpose of demoting, laying off, or otherwise causing a reduction of the work week or a loss of wages of any bargaining unit employee.

ARTICLE 43 - SUPPLEMENTAL AGREEMENT

43.01

The parties hereto agree to negotiate in good faith on all matters not covered herein and peculiar to the Employer, and if mutual agreement is reached, that agreement shall be subsequently attached and made a part of this Agreement.

ARTICLE 44 - SAVINGS CLAUSE

44.01

It is agreed that all established fringe benefits not changed or covered in this Agreement that are now being received by all the employees in the Bargaining Unit covered by this Agreement shall remain in full force and effect. The Employer shall not establish any benefit for the employees covered in this Agreement without first negotiating such benefit with the Association.

ARTICLE 45 - SUCCESSOR CLAUSE

45.01

This Agreement shall be binding upon the employer's successor, assignees, or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in

the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

ARTICLE 46 - TERMINATION

46.01

Ratification of this Agreement

This Agreement shall become effective as of January 3, 1991 after receipt by the County from the Association of written notice that this Agreement has been ratified by the Association and upon approval by the Wayne County Commission.

46.02

Expiration Date

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

46.03

Notice to Modify, Amend or Terminate

This Agreement shall continue in effect for successive yearly periods after January 2, 1991 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.

Addressing of Notice

Notices shall be in writing and shall be sufficient if sent by mail addressed, if to the Association, or to such address as the Association shall furnish to the County, and if to the County, to 266 Wayne County Building, 600 Randolph, Detroit, Michigan 48226 or to such other address as the County shall furnish to the Association in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FOR THE ASSOCIATION:

Diane Hurst President

Dated: 1/14/92

FOR THE COUNTY:

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

Dated: 1.14.92

Edward X. Miyamura
County Executive

Ann O. Orr, Vice President Approved: Edward X. Miyamura

Dated: 01-14-92

Dated: 5/8/92