

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



Robert A. Ficano
County Executive

- AND -

INTERNATIONAL UNION OF OPERATING ENGINEERS
(I.U.O.E.) LOCAL 547, AFL-CIO

OCTOBER 1, 2008
THROUGH
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ARTICLE 1 – AGREEMENT

This Agreement is entered into between the County of Wayne, Michigan (hereinafter referred to as the "Employer"), as represented in negotiations by the Wayne County Executive, and Local No. 547, International Union of Operating Engineers, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE 2 – PURPOSE AND INTENT

2.01

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

2.02

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

2.03

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

2.04

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

ARTICLE 3 – RECOGNITION

Pursuant to and in accordance with all applicable provisions of The Public Employment Relations Act (PERA), as amended, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to pay, wages, hours of employment, and other conditions of employment as defined by the terms of this Agreement for those employees included in the bargaining unit.

ARTICLE 4 – DEFINITION OF BARGAINING UNIT

4.01

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

- Apprentice
- Operating Engineer (former Shift Supervisor)
- Chief Operating Engineer (former Shift Supervisor/Chief Engineer)
- Refrigeration Equipment Mechanic
- Refrigeration Equipment Mechanic Foreman

4.02

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

ARTICLE 5 – AID TO OTHER UNIONS

5.01

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

5.02

The Union agrees not to consort, join forces with, or make agreements with any other Union for the purpose of coercing the Employer.

ARTICLE 6 – UNION SECURITY

6.01

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

6.02

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

6.03

Employees covered by this Agreement as defined in the Article entitled "Recognition," who are not members of the Union at the time it becomes effective and who have been employed for a period of thirty (30) days, who do not make application for membership in the Local Union within thirty (30) days after the effective date of this Agreement shall, commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Local Union a service charge in an amount equal to the regular monthly dues as a contribution toward the administration of this Agreement.

6.04

Employees covered by this Agreement as defined in the Article entitled "Recognition," who are not members of the Local Union at the time it becomes effective and who have been employed for less than thirty (30) days, and employees hired, rehired, or transferred into the Bargaining Unit after the date of this Agreement, who do not make application for membership in the Local Union within thirty (30) days shall, commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Local Union the service charge defined in Section 6.03 above.

6.05

Any employee who fails to comply with the provisions set forth above shall, at the request of the Local Union to the Employer, be discharged from the service of the Employer ten (10) days after such employee receives notification from the Employer of such employee's violation of this Article.

6.06

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

The Union has first notified the Director of Labor Relations in writing that the employee has elected not to join the Union or pay the service charge, and is not in compliance with the provisions of this Article.

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.

6.07

For purposes of this Contract, the Union shall represent employees during the probationary period for all matters other than disciplinary actions for cause.

ARTICLE 7 – PAYMENT OF UNION DUES

7.01

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

7.02

Deductions shall be made only in accordance with the provisions of said "Authorization for Union Deduction" form. A properly executed copy of such "Authorization for Union

Deduction" form for each employee for whom Union membership dues are to be deducted shall be delivered to the Employer before any payroll deductions are made. Any "Authorization for Union Deduction" forms which are incomplete or in error will be returned promptly to the Union by the Employer.

7.03

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

ARTICLE 8 – PAYMENT OF SERVICE CHARGE

8.01

Employees who do not make application for membership in the Union as outlined in Article 6 shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

8.02

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

8.03

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

8.04

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

8.05

The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken or not taken by the Employer for the purpose of complying with Article 6, 7, and 8 of this Agreement.

ARTICLE 9 – REPRESENTATION

9.01

It is mutually agreed that for the purpose of operating under this Agreement, employees should be entitled to representation by a designated Steward.

9.02

The number of Stewards and areas shall be as follows:

- A. Buildings Division – one Chief Steward and one alternate Steward.
- B. Frank Murphy Hall of Justice – one Chief Steward and one alternate Steward.

9.03

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

9.04

Stewards, during their working hours and without loss of compensation may investigate and present grievances to the Employer. Before entering upon such Union business, Stewards shall advise and obtain the approval of their supervisor. Similarly, before entering upon such Union business in a work area, stewards shall advise and obtain the approval of the supervisor in charge of the work area; and before involving an on-duty employee other than themselves in such Union business, either the Stewards or the employee shall advise and obtain the approval of the employee's supervisor. Approval for the Steward to leave his job assignment for a reasonable period of time to complete his Union business; approval for the Steward to enter a work area to conduct such Union business; and, approval to involve an on-duty employee in such Union business will not be unreasonably withheld with the understanding that the time will be devoted to

the proper handling of grievances and will not be abused. Any alleged abuse by either party will be a proper subject for a Special Conference.

ARTICLE 10 – MANAGEMENT RIGHTS

10.01

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 actions. The Employer recognizes that supervision is necessary when work is being performed. However, the level of supervision shall be determined by the Employer.

10.02

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

ARTICLE 11 – CIVIL SERVICE RULES

To the extent they are not in conflict with other provisions of the Agreement, the Civil Service Rules, as revised to August 27, 1976, are incorporated by reference into this Agreement. No modification, deletion or change shall be effective without prior notification and bargaining with the Union, and the mutual agreement of the parties.

ARTICLE 12 – WORK IN CLASSIFICATION

12.01

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

overtime. Any dispute which may arise concerning the application of this Section shall be the subject of a Special Conference.

ARTICLE 13 – SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the Union and the Employer. Requests must be in writing. Unless otherwise agreed, such meetings will be restricted to two (2) representatives of the Employer and two (2) representatives of the Union. Unless otherwise agreed, arrangements for such Special Conference shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting together with the names of the conferees representing the requesting party shall be presented at the time the Conference is requested. Matters taken up in Special Conference shall be confined to those included in the agenda; but in no case shall such matters be in conflict with the Agreement. Such Conferences shall, to the extent possible, be held during regular working hours. A representative of the Local Union or representative of the International Union may attend the Special Conference as one of the Union's two (2) representatives.

ARTICLE 14 – STRIKES AND LOCKOUTS

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

ARTICLE 15 – GRIEVANCE PROCEDURE

15.01

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

15.02

Whenever an employee, a group of employees, or the Union believes there is cause for

a grievance on matters concerning employment with the Employer, or that any provisions of this Agreement have not been properly interpreted or applied, the procedure hereinafter provided shall be followed:

15.03

The Union shall, within ten (10) working days of the date of the events giving rise to the grievance, or the employee's knowledge of such events, have the right to commence a grievance at the level of management causing such grievance.

Step No. 1

The employee with the Union Steward or the Union Steward acting alone, but on behalf of the employee, shall orally discuss the grievance or dispute with the employee's immediate supervisor. The supervisor shall attempt to adjust the matter and shall respond to the Steward within five (5) working days.

Step No. 2

If the grievance or dispute has not been settled, it may be presented in writing by the Union Steward and/or Local Business Representative to the Superintendent II or section head, within five (5) working days after the supervisor's response is due. The division or section head shall give his disposition of the grievance to the Union Steward or Local Union Business Representative, in writing, within five (5) working days.

Step No. 3

If the grievance is still in dispute, it may be presented by the Union Steward and/or Local Union Business Representative to the Department Head, in writing, together with the written answer from Step No. 2, within five (5) working days from the date the response from the division or section head is due. The Department Head shall give his disposition, in writing, to the Steward and/or Local Union Business Representative within five (5) working days. Department Head shall mean the Chief Administrative Officer of the department.

Step No. 4

If the grievance is still unsettled after Step No. 2 or 3, as the case may be, it may be presented in writing by the Local Union Business Representative (with copies of the previous written responses) within five (5) working days to the Wayne County Labor Relations Division. The Labor Relations Division shall give its disposition in writing to the Union within ten (10) working days.

15.04

It is also understood between the parties hereto that any of the above mentioned time periods may be extended by mutual agreement.

15.05

It is also understood that group grievances may be processed as outlined above, provided, however, that policy grievances involving departmental-wide policies which affect more than one Department Head may, upon the agreement of both parties, begin at Step No. 4, that being the Wayne County Labor Relations Division. A grievance concerning alleged safety hazards may begin at Step No. 4, after the department involved has been given the opportunity to consider the validity and possible urgency of the grievance.

Step No. 5

- A. If the grievance is still unresolved after the above step, arbitration shall be invoked by written notice from the Union to the Labor Relations Director of its intention to arbitrate. Such notice shall be received within thirty (30) calendar days of receipt of the Step 4 answer.
- B. Within thirty (30) calendar days after execution of this Agreement, the parties shall convene and mutually select a panel of five (5) arbitrators to serve as permanent arbitrators.
- C. 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 (2) names from the list. Of those arbitrators remaining on the list, the arbitrator with the earliest hearing date will be selected. It shall be the responsibility of the Union to initiate the selection process.
- D. Grievances shall be heard in accordance with the published rules of the American Arbitration Association.
- E. Each party will bear the full costs for its side of arbitration and will pay one-half (1/2) of the cost of the arbitrator.
- F. The arbitrator shall have no power or authority to add to, detract from, alter, or modify the terms of this Agreement. Furthermore, 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, with the exception of disputes involving the propriety of a promotion under Article 20, granting any wage increases or decreases.

- G. The arbitrator's decision shall be final and binding on the Employer, on the employee(s), and the Union.
- H. At the arbitration hearing, a Local 547 representative shall be present. The grievant and not more than two witnesses shall be present and shall not lose pay for time off the job while attending the arbitration proceedings.
- I. 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 case the employee will be made whole. All claims or awards for back wages shall be limited to the amount of wages and other benefits, excluding overtime pay 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. Claims or awards for back wages may include overtime pay that the employee otherwise might have earned only if that is the subject of the grievance.

ARTICLE 16 – DISCIPLINARY PROCEDURE

16.01

Employees shall not be subject to any form of discipline except for just cause. If the Union determines to appeal any disciplinary action other than oral and written reprimands, it shall file a grievance in accordance with Article 15.

16.02

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

16.03

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

16.04

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

job conduct, which is tied to his/her employment, that tends to bring the Employer into public disrepute.

16.05

Nothing in this Article shall prevent the department head from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.

16.06

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

16.07

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

16.08

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

16.09

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

- A. Oral Reprimand;
- B. Written Reprimand;
- C. Suspension, or demotion (not to exceed five [5] months) and;
- D. Removal or discharge.

16.10

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

16.11

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

16.12

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

16.13

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.

16.14

There shall be one official personnel file in the Department of Personnel/Human Resources.

16.15

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

16.16

When initiating a disciplinary action on a current charge, the Employer shall not take into consideration any prior infraction which occurred more than two (2) years previously.

16.17

Upon written request, an employee's official personnel file in the Personnel/Human Resources Department may be reviewed every six (6) months. Such request shall be complied with within five (5) workdays.

16.18

No employee of this Bargaining Unit shall be subject to disciplinary action for appearing before a State or Federal Grand Jury at which they presented testimony under oath and have been sworn to secrecy.

16.19

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.

16.20

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

16.21

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

ARTICLE 17 – PROBATIONARY PERIOD (NEW HIRES)

17.01

New employees appointed from an eligibility list and provisional appointees shall be considered as "Probationary Employees" for the first 1,040 straight time hours of their employment. Periods of absence from work shall not be counted toward completion of the probationary period.

17.02

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

ARTICLE 18 – SENIORITY

18.01

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

18.02

Bargaining Unit seniority is hereby defined as the length of continuous employment from the effective date of hire into a classification within the unit, or date of promotion to a classification covered by this Agreement upon completion of a six (6) month probation period.

18.03

Plant seniority shall be measured from the last date of continuous employment at one plant (i.e., Buildings Division or Frank Murphy Hall of Justice.)

18.04

Classification seniority shall be the length of time an employee is continuously employed in the same classification from the effective date of hire or permanent promotion into the classification. An employee hired or promoted into a higher classification within the Bargaining Unit shall continue to accrue seniority credits in all lower Bargaining Unit classifications in the Plant.

18.05

A regular employee granted a leave of absence or on layoff shall be considered to be continuously employed except that he shall not receive seniority credit for the period of time while on leave of absence or layoff.

18.06

Employees granted military leave of absence, or receiving Workers' Compensation benefits shall be considered continuously employed for purposes of seniority as provided in this Agreement.

18.07

Seniority for the purpose of provisional promotion, transfer, shift preference, vacation selection and layoffs shall be in accordance with classification seniority within the Bargaining Unit.

18.08

Should a vacancy in a plant represented by Local 547 I.U.O.E. exist (i.e., Buildings Division or Frank Murphy Hall of Justice), Bargaining Unit members have the right to transfer to the open position in the other Plant once the transfer and promotions within the Bargaining Unit at that Plant have been completed. Such transfers between Plants represented by Local 547 I.U.O.E. shall be by seniority provided she/he possesses the required licenses and shall be completed prior to promoting non-bargaining unit employees or hiring new employees.

18.09

An employee shall lose his 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:
 - 1. Failure to return to work when recalled within ten (10) working days after notice of recall from layoff.
 - 2. Failure to return to work on or before the expiration of an approved leave of absence or extension thereof, provided the Employer sends written notice by certified mail within sixty (60) days of the expiration of the absence with a copy to the Union.

3. Absence without leave for five (5) or more consecutive work days without sufficient notification to the Employer as to the reason for said absence.

18.10

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

18.11

Loss of seniority under the above provisions is subject to the grievance procedure.

18.12

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 Local Union. The Local Union President shall, upon written request, be furnished an up-to-date copy of such seniority list once every six (6) months.

18.13

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

ARTICLE 19 – LAYOFF & DISPLACEMENT PROCEDURES

19.01

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

19.02

Classification seniority shall apply in the event of layoffs. Should it become necessary to layoff an employee in a classification covered by this Agreement, the employee to be laid off shall have the right to displace based on his seniority in the same classification, or in a lower Bargaining Unit classification for which he is qualified within the plant in

which he is employed (i.e., Buildings Division or Frank Murphy Hall of Justice). An employee unable to displace under this section shall be laid off.

19.03

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

19.04

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

19.05

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

19.06

An employee's name shall remain on the recall list for two (2) years or his or her length of seniority, not to exceed four (4) years. An employee who declines an appointment from a recall list shall have his or her name removed from the recall list.

ARTICLE 20 – FILLING OF VACANCIES

20.01

All vacancies shall be filled in accordance with the following procedure:

20.02

Promotion from the Department of Personnel / Human Resources' Department Promotional Eligible List.

20.03

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

20.04

Employees in the Bargaining Unit in the next lower classification within the Division shall be eligible to apply for a promotional examination if he/she meets all of the educational, experience and licensing requirements of such announcement. Employees who are successful shall be certified in their rank order from such eligible list. Should no such employee be eligible for promotion, then the Employer may hire employees outside the Bargaining Unit.

20.05

Employees certified from any promotional eligible list as a result of this provision shall be required to successfully complete a probationary period of 1040 straight time hours of work. Periods of absence from work shall not be counted toward completion of the probationary period.

20.06

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

20.07

Employees who fail to pass a probationary period will not be eligible for re-promotion to that classification for at least six (6) months. Employees will be limited to two (2) attempts to successfully complete a probationary period for a classification.

20.08

Any employee provisionally appointed to a position within the unit who holds such promotion continuously for a period of 1040 straight time hours of work shall be deemed to have regular status in the classification in which such provisional appointment is held.

20.09

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

20.10

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

20.11

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

20.12

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

20.13

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

20.14

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

ARTICLE 21 – TEMPORARY ASSIGNMENTS

21.01

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

21.02

When an employee is temporarily assigned to a higher classification due to a stated emergency for a period of two (2) consecutive workdays, the employee shall be compensated upon the third (3rd) workday from the first hour on the temporary assignment.

21.03

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

21.04

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

21.05

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

21.06

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

- A. Positions filled are of a 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 20 - Filling of Vacancies.

21.07

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

21.08

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

ARTICLE 22 – VACATION LEAVES

22.01

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

22.02

Employees shall not be entitled to use vacation leave until one year after their date of hire, except in cases of injury incurred in the line of duty or under emergency situations as shall be determined by the Employer.

22.03

The number of vacation leave days to be granted shall be determined by the employee's total length of continuous service with the County. Continuous service shall mean employment without interruption as defined in Section 18.09.

22.04

In the event an employee is reinstated from Duty Disability Retirement, he/she shall not be considered as having had a break in service and shall not have the period of said Duty Disability Retirement deducted from the total length of service.

22.05

Vacation leave shall be earned as follows:

<u>Upon Completion of Service Years</u>	<u>Vacation Leave Hours Per Bi-Weekly Pay Period</u>
Less than 5	4
5	5
10	6
15	7
20	8

No employee shall earn a vacation leave credit in any bi-weekly pay period in which he/she has less than sixty-six (66) hours of straight-time paid service.

Earned hours will be appropriately credited in 24 of the 26 pay periods occurring annually and will be reflected accordingly on the first two (2) payroll checks of each month. In no event will an employee be credited with vacation leave on the third payroll check of any month or earn more than the equivalent of two (2) pay periods worth of eligible vacation leave hours in any one month.

22.06

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

22.07

Vacation leave shall not be anticipated. Vacation leave shall not be taken until it has been earned. Vacation leave shall only be taken in one-half hour increments.

22.08

Final decision as to whether any employee may take vacation leave shall rest with the Employer, but no employee, other than new hires, shall be required to work more than one (1) calendar year without a vacation leave.

22.09

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/her bank has been reduced below the maximum.

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 1 of the year of separation plus whatever monthly earnings to which the employee is eligible between the preceding January 1 and the date of separation.

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

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

22.10 Scheduling of Vacations

Employees shall inform their department head or designated departmental representative in writing by May 1 of each year of their desire for vacation leave. In the event there is conflict in scheduling vacation leave, seniority shall prevail. Employees who fail to give the department head proper notice before May 1 of each year shall forfeit the seniority preference. The vacation schedule shall be confirmed in writing not later than June 1 of each year.

22.11

Employees who attempt to schedule less than full-week vacations on a continuing basis during prime vacation time shall not be allowed to exercise their seniority preference when there is a scheduling conflict.

22.12

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

22.13

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

22.14

In accordance with the Civil Service Rules, 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.

22.15

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

ARTICLE 23 – SICK LEAVE

23.01 Primary Bank

All sick leave earned prior to December 1, 1984, was deposited in a primary sick leave bank. Each employee has elected one of the following options for disposition of primary bank time:

OPTION 1:

Payment of sick time at 80% of its December 1, 1984 value or value at time of payout, whichever is higher, over the life of this Agreement. Payments shall be made in cash or deferred compensation up to a maximum of \$7,500.00, at the employee's option. Payments shall not count toward average final compensation.

OPTION 2:

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

23.02 Secondary Bank

- A. Every eligible full time employee shall be entitled to accumulate sick leave credits equal to four (4) hours, computed at straight time, for each bi-weekly pay period in which the employee has at least sixty-six (66) hours of straight-time paid service.

Earned hours will be appropriately credited in 24 of the 26 pay periods occurring annually and will be reflected accordingly on the first two (2) payroll checks of each month. In no event will an employee be credited with vacation leave on the third payroll check of any month or earn more than the equivalent of two (2) pay periods worth of eligible vacation leave hours in any one month.

- B. All sick time earned in accordance with this section shall be deposited in a secondary bank. However, not more than seventy-two (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:

- (1) 50% of value upon termination;
- (2) 75% of value upon retirement; and
- (3) 100% of value upon death.

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

- C. Except in the cases of injury or illness incurred in the line of duty, employees shall not be entitled to use sick leave until the completion of 1,040 straight time hours of

work following the date of appointment or the date of re-employment for employees returning to the service by appointment from a re-employment list.

23.03 Personal Business Leave

- A. All full-time employees who have completed one year of service and have accumulated sick leave in accordance with Section 23.02 of this Article shall be entitled to utilize such sick leave for personal business leave not to exceed four (4) days in any one (1) year. For employees in the Cash Plan Sick Leave Program, the one year period shall run from January 1 through December 31. For all others, the one year period shall run from April 1 through the following March 31.
- B. Personal business leave days shall be used at the employee's discretion to the following extent:
 - 1. Upon reasonable notice to and with the approval of the department head or the designated departmental representative.
 - 2. Approval for personal business leave shall not be unreasonably withheld by the Department.
- C. Personal business leave days shall not be used as an adjunct to vacation time.
- D. Personal business leave may be requested by an employee in increments of not less than one (1) hour.
- E. Personal business leave days granted by the Department shall not be counted against the three (3) day vacation bonus for use of sick leave as provided in Sections 23.07(B), (C) & (D), 23.08 and 23.09.

23.04 Cash Sick Leave Program

Employees who were members of the Bargaining Unit prior to April 11, 1996, shall have the option of remaining under the Secondary Bank sick leave plan provided in Section 23.02 or electing to participate in the Cash Sick Leave Program provided in this section. If an employee who was a member of the bargaining unit prior to April 11, 1996, elects to participate in the Cash Sick Leave Program, he or she must give notice on the form provided by the County during the month of November. Employees in the Cash Sick Leave Program may not return to the Secondary Bank plan provided in Section 23.02.

- A. Newly hired employees entering the bargaining unit on or after April 11, 1996 shall be covered by the Cash Sick Leave Program described in this section.

- B. Full-time employees who are members of the bargaining unit on January 1 shall be credited with twelve (12) days of sick leave annually.
- C. Full-time employees entering the bargaining unit after January 1 will be credited with eight (8) hours of sick leave for each full month of the calendar year remaining.
- D. The first six (6) days (or fifty percent (50%) of total prorated days for new employees) of unused sick leave days will be paid on or before April 1 of the next calendar year at a rate of seventy-five percent (75%) of the then current value of such sick leave. Such payments shall be included in final average compensation for pension purposes. Cash plan employees who have exhausted all sick leave may utilize annual leave for sick leave.
- E. Employees separating during the calendar year shall be paid on a pro-rated basis for unused sick leave and bonus time on the same basis as indicated above.
- F. The balance of sick leave cannot be carried forward to subsequent years. However, newly-hired employees who have less than three (3) years of County service upon entering the bargaining unit, shall be allowed to accumulate up to thirty (30) days which may be used solely to satisfy the elimination period to receive benefits under the long-term disability income benefit plan. Sick leave accumulated for this purpose shall have no cash value.
- G. Employees who were members of the Bargaining Unit prior to April 11, 1996, and elect to enter the Cash Sick Leave Program may retain sick leave earned before April 11, 1996 if the total sick leave in the employees' secondary bank does not exceed five hundred seventy-six (576) hours. Time from such banks may also be used if the cash sick leave credit is exhausted or to become eligible for long term disability benefits. Such sick leave will also continue to be paid in accordance with Section 23.02(B) above.

23.05

An employee in any of the plans above 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 attendance on duty;
- C. Due to the illness of a member of the immediate family who requires the employee's personal care and attention, not exceeding five (5) sick leave days in any one (1) year. The term "immediate family" as used in this Section shall include: present spouse, parents, present step-parents, grandparents, grandchildren, children,

present step-children, brothers or sisters of the employee or the employee's spouse. It shall also include any member of the employee's household;

- D. Due to the death of a relative of the employee other than a member of the immediate family as defined in Article 25, Bereavement Leave, not exceeding three (3) such sick leave days at any one time. The term "relative" as used in the Section shall mean uncles, aunts, nephews, nieces and first cousins of the employee or the employee's spouse. It shall also include any member of the employee's household;
- E. For routine medical or dental appointments, upon prior notice to the Department Head or designee.

23.06

An employee absent for any of the reasons mentioned in Section 23.05 above shall inform the designated management representative as soon as possible, and failure to do so within a reasonable time may be the cause for denial of sick leave with pay for the period of absence.

23.07 Bonus Annual Leave

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

- A. Except as otherwise provided for in this Agreement, an employee who has not had more than a total of ten (10) days of leave without pay or time off without pay during any one (1) year shall be deemed to have been employed continuously for the entire year.
- B. Sick leave taken in connection with a death of a relative under the provisions of Section 23.05(D) shall not be counted for purposes of determining eligibility to receive such additional three (3) days of annual leave.
- C. Sick leave used to supplement workers' compensation benefits shall be included in the five (5) days of sick leave usage when determining an employee's eligibility for bonus annual leave.
- D. Such additional three (3) days of annual leave may be accumulated not to exceed six (6) days.
- E. 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 the April 1 credit date, the number of days shall be pro-rated on April 1st.

23.08

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

23.09

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

23.10 Transfer of Annual Leave Sick Leave to Another Government Jurisdiction

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

- A. Notify the Union as soon as such merger or transfer is seriously contemplated.
- B. Assist the Union in attempting to protect any affected employee's seniority, compensation and total fringe benefits with the new Employer.
- C. An employee who has less than one (1) year of continuous service may transfer accumulated annual leave.
- D. An employee who has completed one (1) year of continuous service may, at his/her option, transfer all or part of accumulated annual leave and shall be paid for all unused accumulated annual leave not transferred. For the purpose of this subsection, if 2,080 regular work hours are completed prior to one calendar year, then such hours shall be construed to be the equivalent of one year.
- E. An employee with less than two (2) years of continuous service may transfer accumulated sick leave.
- F. An employee who has had at least two (2) years of continuous service as defined in Section 23.07(A) of this Article may, at his/her option, transfer all or part of accumulated sick leave and shall be paid one half of all unused accumulated sick leave not transferred.

ARTICLE 24 – LEAVE WITHOUT PAY

24.01

A regular employee with at least one (1) year of service may be granted a leave of absence without pay upon prior written recommendation by the Department Head and approval by the Director of Personnel/Human Resources for any of the following reasons:

- A. Because of physical or mental disability of the employee; or for the care of the employee's spouse, son, daughter, or parent who has a serious health condition; or following the birth or placement of a child for adoption or foster care;
- B. Because the employee has been elected or appointed to a public office;
- C. Because the employee is entering the unclassified or exempt services of the Employer;
- D. Because the employee is entering upon a course of training or study, in an approved education institution, for the purpose of improving the quality of the employee's service to the County or the purpose of qualifying for a promotion;
- E. Because the employee is seeking political office;
- F. Because of extraordinary reason sufficient to warrant such leave of absence.

24.02

An employee must exhaust all annual leave prior to the commencement of any leave without pay. If the leave is requested because of the physical or mental disability of the employee, all sick leave must be exhausted. If an employee requests a leave and elects to use sick leave for the care of the employee's spouse, son or daughter, or parent who has a serious health condition, all sick leave must be exhausted.

24.03

A leave due to the physical or mental disability of an employee may not exceed a six (6) month period. An employee who has more than five (5) years of County service (one year equals 2,080 hours of paid time in a twelve (12) month period) may be granted additional extensions not to exceed a total leave without pay of eighteen (18) months. All extensions are at the discretion of the Director of Personnel/Human Resources. Failure to return to work or failure to arrange for an extension, if eligible, will be cause for termination as a voluntary quit.

Leaves to care for family members shall not normally exceed three (3) months, except that such leaves may be extended under Section 24.01(F).

Leaves to care for a child after the birth, adoption, or placement for foster care shall not exceed three (3) months. Such leaves may be extended upon written request of the employee and with the approval of the Department Head and the Department of Personnel / Human Resources for a period not to exceed six (6) months in total.

24.04

An employee who is attempting to return to work from a leave without pay for a physical or mental disability may be required to be examined and approved for work by a doctor of the County's choice. Where the County doctor determines that the employee is or is not able to return to work contrary to the employee's doctor, the parties may choose a neutral physician to render a third opinion.

24.05

Employees who are authorized to return to work from a leave without pay shall return to their former position if the leave without pay was for less than nine (9) months duration. If the leave without pay was for nine (9) months or more, employees shall return to their former classification and former rate of pay in any available vacancy. If no vacancy exists, they may displace employees with less seniority under the appropriate layoff provisions of this Agreement.

24.06 Insurance Continuation

- A. Employees on leave in accord with Section 24.01(A) who have less than four (4) years of service are eligible for medical, optical, life and dental insurance for a period not to exceed three (3) months.
- B. Whenever employees are on approved leaves of absence because of illness and have exhausted all of their accumulated sick leave, the Employer shall continue to pay the full cost of medical, optical, dental and 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.

24.07 Military Leaves

Military leaves shall be granted pursuant to the Civil Service Rules.

24.08

Rule 13 of the Civil Service Rules shall continue to apply where not in conflict with this Article.

24.09 Union Leave and Time Off

Employees who are elected to Union Conventions shall be allowed time off without pay to attend such conventions in accordance with the requirements of the Union Constitution and convention.

24.10

Employees who are selected to represent their Local Union at Union conferences shall be allowed time off without pay to attend such conference not to exceed five (5) days in any fiscal year upon written approval of the Department Head.

24.11

Members of the Union elected to Local Union positions or selected by the Union to perform work which takes them from their employment shall, at the written request of the Union, receive leaves of absences for the term of office or appointment and upon return shall be reemployed at work in the previous classification with accumulated seniority.

24.12

Those members elected or selected to perform work for the Union that takes them from their employment will have the option of allowing any accumulated annual leave bank to be frozen during their leaves.

24.13

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

ARTICLE 25 – BEREAVEMENT LEAVE

25.01

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

25.02

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

25.03

The term "immediate family" as used in this Section shall mean the employee's husband or wife, and the parents, grandparents, grandchildren, children, brothers, sisters, brothers-in-law, and sisters-in-law. "Immediate family" shall also include stepparents, great-grandparents, great-grandchildren, stepchildren, stepbrothers, stepsisters, half brothers and half sisters, or legal guardian.

25.04

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

25.05

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

25.06

In the event that a holiday as defined in Article 26 of this Agreement occurs during the bereavement leave, the employee shall be allowed equivalent time off with pay for paid holiday at such time as the Department Head shall designate. In the event that bereavement leave occurs during the period when the employee is on annual leave or sick leave, such leave shall be credited to the appropriate leave bank.

25.07

Employees on leaves of absence without pay as defined in Article 24 shall not be eligible to receive bereavement leave.

ARTICLE 26 – HOLIDAYS

26.01

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

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

Employees who complete one (1) year of continuous service will receive a day off for their birthday, subject to prior approval of Management. Under normal circumstances, if an employee's birthday falls on the employee's sixth (6th) workday, the employee will receive the preceding day off. If the employee's birthday falls on the employee's seventh (7th) workday, the employee shall receive the following day off. If Management determines that an employee cannot take his/her birthday off, the employee shall be granted equivalent time off within thirty (30) days following the employee's birthday.

26.02

The three swing days off, referenced in Section 26.01(13), shall be granted provided that:

- A. The employee makes a written request at least three days in advance of the requested day;

- B. There will be no adverse impact on operations if more than one employee desires the same day off; and
- C. If more employees request the same day off than can be accommodated, the first employee(s) submitting a written request shall be granted the day off.

26.03

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

26.04

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

26.05

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

26.06

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

26.07

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

26.08

For employees assigned Monday through Friday schedules, when a holiday falls on Saturday or Sunday, it shall be observed on the preceding Friday. If two (2) holidays fall together on Saturday and Sunday, they shall be observed on the preceding Friday

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

26.09

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

26.10

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

26.11

The Civil Service Rules relating to holidays shall apply where not in conflict with or changed by the provisions of this Agreement.

**ARTICLE 27 – WORKING HOURS, OVERTIME, PREMIUM PAY
AND CALL TIME**

27.01 Workweek and Workday

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

27.02

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

27.03

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

27.04

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

27.05

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

27.06

Off days shall be scheduled consecutively insofar as possible.

27.07

Sixth (6th) and seventh (7th) days are considered to be consecutive if they are adjacent although in separate workweeks.

27.08

Where in the opinion of the County an operation would better function on a non-standard work schedule, or at the request of the Union, the Employer may establish such a schedule with reasonable notice to the Union. Compensation, days off, beginning and ending dates for the operation, and other such matters shall be agreed upon by both parties prior to the implementation of the new schedule.

27.09

Time and one-half (150%) the employee's regular hourly rate of pay shall be paid under the following conditions:

- A. For all hours worked in excess of eight (8) continuous hours in a regular workday;
- B. For all hours worked in excess of forty (40) hours in any one (1) workweek, except as noted in Section 27.10.
- C. For all hours worked on the sixth (6th) day (the first scheduled off-day) provided that the employee was paid for the standard five workdays of the workweek. Failure to

have complied with the above, the sixth day shall be compensated at straight time until the forty (40) hour requirement is met. All hours above eight (8) shall be compensated at time and one-half (150%).

27.10

Double time (200%) the employee's regular hourly rate shall be paid for all hours worked on the seventh (7th) day of the workweek, except that the employee must work or have approved time for the standard forty (40) hour workweek. Failure to have been paid for the standard five (5) workdays of the workweek, the seventh (7th) day shall be paid at a straight-time rate until the forty (40) hour requirement is met. All time above eight (8) hours shall be compensated at a double-time rate (200%).

27.11

All employees in the Bargaining Unit who are assigned to a regular afternoon or midnight shift, shall be paid the appropriate shift differential (\$1.00 P.M. and \$1.10 midnight), for all hours actually worked during said regular shift and for all additional hours actually worked over and above the regular shift hours.

27.12

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

27.13

Employees covered by this Agreement who work on a Saturday shall be paid eighty-five cents (.85¢) per hour in addition to their basic hourly rate.

27.14

Employees covered by this Agreement who work on a Sunday shall be paid ninety-five cents (.95¢) per hour in addition to their basic hourly rate.

27.15

Employees covered by this Agreement who are assigned Swing Shift duties shall be paid a shift differential of one dollar (\$1.00) for all hours worked while assigned said duties. Effective upon execution of this Agreement, this differential shall be in accord with Section 27.11.

27.16

Employer agrees that an employee's scheduled service days shall not be changed without reasonable prior notice (minimum of one (1) week) to the employee, except in an emergency. If an employee believes his/her scheduled service days have been changed for discriminatory reasons, he/she may submit the matter to the grievance procedure.

27.17

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

27.18

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

27.19 Call Time

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

ARTICLE 28 – INSURANCE PROGRAM

Except where it is in conflict with the express terms of this Agreement, the *Wayne County Health and Welfare Benefit Plan* ("the Plan") effective December 1, 2006, is hereby incorporated by reference.

28.01 Medical Insurance

- A. During each open enrollment period, qualified employees will be eligible to select a medical plan among the available options listed below:
1. Preferred Provider Organization (PPO) [see Table A]
 2. Health Maintenance Organization (HMO) [see Table B]
 3. Traditional Plan [see Table C]
 4. High Deductible Plan [see Table D]
- B. Prescription drug coverage will also be provided for qualified employees enrolled in an available medical plan, subject to graduated co-payments based on the class of drug prescribed in accordance with the *Wayne County Health and Welfare Benefit Plan*. [see Table E, Prescription Drug Plan].
- C. Active employees will be required to contribute toward the cost of healthcare as an hourly rate for the 2006-07 and 2007-08 plan (fiscal) years based on the following schedule:

HOURLY CONTRIBUTION BASED ON 2080 ANNUAL HOURS	PRE-TAX HOURLY CONTRIBUTION	ESTIMATED POST-TAX HOURLY CONTRIBUTION
PPO or HMO Rates (without Rx)	\$ 0.45	\$ 0.32
Traditional Rates (without Rx)	\$ 1.34	\$ 0.94
Prescription Drug Rates	\$ 0.10	\$ 0.07

Hourly contributions for each plan year after the 2007-08 plan year shall be increased / decreased at the same rate at which reported monthly illustrative rates or premiums increase or decrease, not to exceed ten percent (10%) over the previous plan year's contribution rate for the specified plan.

Contributions shall be made based on a 2080-hour work year and paid out of the first two (2) pays of each month. Employees on any type of leave of absence who continue to be enrolled in an Employer-sponsored healthcare plan shall be required to make the monthly contribution in order to maintain enrollment in the plan regardless of the number of hours actually paid or type of time used (e.g., regular, annual, sick, etc.). Overtime hours shall not be used to calculate contributions.

- D. Employees who retire from County service who are eligible for post retirement health care benefits shall participate in the same health care plan options, coverages, co-pays, deductibles, etc. as active employees covered by this, or any subsequent, collective bargaining agreement.

Employees retiring under the provisions of this Agreement shall make monthly contributions toward the cost of medical and prescription drug benefits based on the

average monthly premiums and/or illustrative rates ("rates") of the medical and prescription drug plans available to retirees. The average monthly rates for the separate medical and prescription drug plan categories shall be calculated by averaging the single-person, two-person and family rates of each available plan resulting in an average monthly plan rate for each available plan. The average monthly plan rates for the PPO and HMO medical plans shall then be further averaged together to reach the standard average monthly medical plan rate.

Retirees enrolling in either the PPO or the HMO plan option shall contribute ten percent (10%) of the standard average monthly medical plan rate in addition to ten percent (10%) of the average monthly prescription drug plan rate. Retirees electing to enroll in the Traditional plan option shall contribute an amount equal to retirees enrolled in the PPO or HMO plan option plus the monthly rate difference between the standard average monthly medical plan rate and the average monthly Traditional plan rate.

Contributions toward the cost of retiree healthcare shall continue at the appropriate rate as described above until the first of the month after the retiree is within five (5) years of eligibility for Medicare due to age. The rate in effect at that point in time shall thereafter be the maximum monthly contribution rate for that retiree and shall be assessed until such time as the retiree and all covered dependents have enrolled in Medicare. Contributions toward health care costs shall not be assessed against the retiree during months when all covered members are enrolled in Medicare.

- E. Qualified employees may select only one healthcare plan option. Selection and enrollment of a qualified employee and his or her eligible dependents in an available health plan will remain the responsibility of the employee.
- F. Health care coverage for eligible dependents will be in accordance with the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*.
- G. Spouses who are eligible for primary medical coverage through another Employer shall not be eligible for primary coverage through Wayne County.
- H. The Employer will provide only one health care benefit option per family. This is applicable even though both spouses work for or are covered as a result of the retirement program.
- I. All new employees, rehired employees, re-employed and reinstated 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. This subsection will not apply to terminated employees reinstated through arbitration who were enrolled in an available plan prior to termination.

J. In the event Federal legislation which provides health care coverage for employees covered by this Agreement is enacted into law during the term of this Agreement, the parties agree to renegotiate the provisions of this section as needed upon request.

28.02 Health Care Benefit Opt-Out Program

At the Employer's option, a Healthcare Benefit Opt-Out Program may be offered in accordance with the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*.

28.03 Coordination of Benefits

The Employer will continue to coordinate medical, dental and vision/optical benefits with insurance carriers of spouses and dependents of Wayne County active employees. All employees and retirees must notify the Benefits Administration Division of any changes in status, including but not limited to, marital, dependent, employment and insurance status.

28.04 Vision Benefits

The County shall provide vision insurance coverage to each full-time, active employee and their eligible dependents.

Vision exams shall be covered under the employee's medical plan once every twenty-four (24) months.

Frames, lenses or contact lenses shall be covered under an available vision benefit plan once every twenty-four (24) months as follows:

Vision Care Services	In-Network Coverage	Out-of-Network Coverage
Frames:	• \$75 Retail Allowance	• Reimbursed up to \$30

<p>Standard Lenses (choice of one):</p> <ul style="list-style-type: none"> • Single Vision • Bifocal • Trifocal • Lenticular 	<ul style="list-style-type: none"> • Covered 100% • Covered 100% • Covered 100% • Covered 100% 	<ul style="list-style-type: none"> • Reimbursed up to \$35 • Reimbursed up to \$45 • Reimbursed up to \$55 • Reimbursed up to \$80
<p>Lens Options:</p> <ul style="list-style-type: none"> • Solid Tint • Other Lens Options 	<ul style="list-style-type: none"> • Covered 100% • 20% Preferred Pricing Discount 	<ul style="list-style-type: none"> • Not covered • Not covered
<p>Contact Lenses:</p> <ul style="list-style-type: none"> • Cosmetic (includes disposable) • Medically Necessary 	<ul style="list-style-type: none"> • \$100 Retail Allowance • Covered 100% 	<ul style="list-style-type: none"> • Reimbursed up to \$65 • Reimbursed up to \$200

Plan Exclusions:

- Non-prescription lenses;
- Two (2) pairs of glasses instead of bifocals;
- Lenses and frames furnished under this plan that are lost or destroyed during the Plan Year;
- Parts or repair of frames not covered by the manufacturers' warranty;
- Medical or surgical treatment of the eyes;
- Drugs or medications;
- Corrective services, treatments and materials of an experimental nature;
- Services not visually necessary;
- Industrial (3mm) safety lenses and safety frames with side shields;
- Any services not specified by the Group.

28.05 Dental Insurance

The Employer shall provide at least one (1) dental plan, including a DMO dental plan option provided by Golden Dental, for each eligible active employee in the bargaining

unit and his or her qualified dependents in accordance with the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*.

28.06 Cost Containment Programs

The Employer reserves the right to implement healthcare cost containment programs. The cost containment programs may require that the insured follow procedures prescribed by the provider in order to be eligible for benefits. The Employer also reserves the right to change a provider or benefits administrator with sixty (60) days notice to employees.

28.07 Life Insurance

The Employer shall pay the full premium for \$25,000 of group life insurance for each full-time permanent employee within the Bargaining Unit.

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

The Employer shall provide \$5,000 of life insurance to employees that retire from this Bargaining Unit on or after the effective date of contract.

28.08

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.

28.09 Workers' Compensation

The Workers' Disability Compensation Act currently provides a mandatory seven (7) day waiting period before compensation payments commence. To minimize financial loss during this time period, an employee shall be permitted to draw upon accumulated sick and annual leave respectively, if available. If sufficient sick and annual leave does not exist, the employee must request a leave of absence without pay.

28.10

When workers' compensation payments commence, unused sick/annual leave may be used (at the employee's option) to supplement compensation payments. Under no circumstances shall the combined income sources exceed one hundred percent (100%) of the employee's weekly after tax wages.

28.11

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

28.12

Employees on workers' compensation shall receive medical, optical, life and dental benefits for eighteen (18) months or less of continuous disability.

28.13

Employees receiving workers' compensation for up to eighteen (18) months shall earn annual leave at fifty percent (50%) and sick leave at seventy-five percent (75%).

28.14

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

28.15 **Long Term Disability Income Benefit Plan**

Members of the Bargaining Unit shall be covered by a long-term disability income protection plan which pays a member sixty percent (60%) of gross salary up to a maximum of \$2400.00 per month. An employee covered by the Long Term Disability Income Benefits Plan qualifies for benefits after thirty (30) calendar days of non-work related illness or disability.

28.16

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

28.17

Employees receiving long term disability must cooperate in efforts to receive treatment and/or rehabilitation for continued benefits under the plan. Failure to comply may result in termination of benefits. Other terms and conditions regarding eligibility for and the application of long term disability benefits shall be as described in the *Long Term Disability Income Benefits Plan* effective December 1, 1996, which is incorporated by reference.

28.18

Medical, optical, life and dental benefits will continue while on long term disability for up to eighteen (18) months.

28.19

Employees may purchase additional long or short term disability insurance separate from the long term disability benefits provided by the County. The employee's additional disability insurance benefits shall not be coordinated with benefits from the County's Plan, provided the employee does not receive in excess of one hundred percent (100%) of his or her regular after-tax rate of pay. This additional disability insurance policy will only supplement the employee's income above the maximum benefit level provided under the County's plan, but will not exceed 100% of his or her regular after-tax rate of pay.

28.20 Optional Insurance

Using payroll deduction, employees shall have the option to secure additional insurance coverage through a program selected by the County.

ARTICLE 29 – RETIREMENT

29.01 General Provisions

- A. The detailed provisions of the Wayne County Retirement Ordinance shall control except where changed or amended below.
- B. Each employee shall participate in a retirement savings plan offered by the County.

- C. Employees hired on or after December 1, 1990, but before August 19, 2002, shall be eligible to participate in Defined Contribution Plan No. 4. Those employees who have previously selected Plan No. 4 may transfer into Plan No. 5 during the one-time transfer enrollment period (see section 29.06). The Hybrid Plan No. 5 shall be mandatory for all new employees hired, re-employed, re-instated, or rehired on or after August 19, 2002. Any employee hired on or after December 1, 1990 shall not be eligible for insurance and health care benefits upon retirement unless they retire with thirty (30) or more years of credited service; however, effective on or after August 19, 2002, employees in Plan No. 4 shall be eligible to retire with health care benefits provided he or she has fifteen (15) or more years of service and is age sixty (60).
- D. Regardless of the Retirement Plan, all employees hired, rehired, re-employed and reinstated on or after December 5, 2008 will not receive nor be eligible for Employer-sponsored insurance and health care benefits upon retirement. However, these employees will be eligible to participate in an Employee Health Care Benefit Trust in accordance with 29.10(A) and the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*. Employees participating in the Employee Health Care Benefit Trust who retire from County employment may elect to purchase post-retirement health care insurance from the County at full rate cost, or purchase such insurance from a provider other than that provided by the County. This subsection (29.01(D)) will not apply to terminated employees reinstated through arbitration who were otherwise eligible for post-retirement health care prior to termination.
- E. Employees participating in a retirement plan offered by the County who were hired prior to December 5, 2008 must meet all age and service requirements to be eligible for post retirement insurance and health care benefits pursuant to the *Wayne County Health and Welfare Benefit Plan*.
- F. One (1) year of service equals 2080 straight time hours. No more than one (1) year of service credit may be earned in any one (1) calendar year.
- G. Unless otherwise specified, average final compensation (AFC) shall be equal to 1/60 of the aggregate amount of compensation paid during the five (5) years of credited service in which the aggregate amount of compensation is greatest. For employees in Plan 1 only, average final compensation shall be equal to 1/48 of the aggregate amount of compensation paid during the four (4) years of credited service in which the aggregate amount of compensation is the greatest.
- H. 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 benefits upon satisfying normal age and service requirements for a deferred retirement pension.

- I. Part-time employees, those working less than 32 hours per week, shall be excluded from the retirement system.
- J. All employees retiring after December 1, 1997, who are eligible for medical benefits under the current system, shall be allowed to select a medical benefit plan among available plans offered during open enrollment.
- K. Unless otherwise specified, the terms and conditions of each Retirement Plan as indicated in the following provisions are effective beginning the date of execution of this Agreement by the County Executive for members of the bargaining unit retiring after that date.
- L. All employees hired on or after the date of execution of this collective bargaining agreement by the Wayne County Executive shall not be eligible for a 13th check upon retirement.
- M. Effective the date of execution of this Agreement by the County Executive, and for no more than thirty (30) calendar days thereafter, employees of record with the County of Wayne in the bargaining unit as of December 1, 2008 who are in Retirement Plans 1, 5 or 6 may purchase up to two (2) years of credited service toward retirement eligibility at total actuarial cost not to exceed \$30,000.

29.02 Defined Benefit Plan No. 1

- A. Members of Defined Benefit Plan No. 1 shall continue to make contributions to the system in accordance with the following schedule:

<u>Years of Credited Service</u>	<u>Percentage of Total compensation</u>
0 - 8	6.58%
9 - 12	4.58%
13 - 16	3.58%
17 - Plus	2.58%

- B. Normal retirement shall mean twenty-five (25) years of credited service at age fifty (50), or five (5) years of credited service at age sixty (60). Effective December 1, 1997, employees in Plan No.1 with 30 or more years of credited service shall be eligible for normal retirement regardless of age.
- C. Employees eligible for normal retirement may retire with a pension benefit formula of 2.65% of average final compensation multiplied by all years of credited service.
- D. The maximum retirement benefit shall not exceed seventy-five percent (75%) of average final compensation regardless of the formula used and regardless of the

source of funding. This provision shall not apply to those employees with 30 or more years of credited service on or before April 1, 1996.

- E. Employees in Defined Benefit Plan No. 1 may transfer to the Hybrid Retirement Plan in accordance with Article 29.06(A)(2).
- F. Once an employee has elected to withdraw from Defined Benefit Plan No. 1, that employee may not return.

29.03 Defined Benefit Plan No. 2

Plan #2 is a closed Plan and is unavailable to new or transferring members.

29.04 Defined Benefit Plan No. 3

Plan #3 is a closed Plan and is unavailable to new or transferring members.

29.05 Defined Contribution Plan No. 4

- A. All employees participating in Defined Contribution Plan #4 shall contribute the following available rates:
 - 1. 1% of compensation
 - 2. 1½% of compensation
 - 3. 2% of compensation
 - 4. 2½% of compensation
 - 5. 3% of compensation effective December 1, 1999, for participants with twenty (20) or more years of credited service
- B. The Employer shall contribute \$4.00 for each \$1.00 the employee contributes. Effective December 1, 1995, the County shall contribute \$5.00 for each \$1.00 the employee contributes after twenty (20) years of service.
- C. Vesting in the Defined Contribution Plan shall occur as follows:
 - 1. An employee with less than three (3) years of total County credited service who voluntarily terminates employment shall be permitted to withdraw only the employee's contribution plus earnings on those contributions, if any.
 - 2. After three (3) years of total County credited service or upon involuntary termination of employment other than for cause, the employee shall be permitted to withdraw both the employee and Employer contributions, plus earnings, if any.

- D. "Retirement" for employees who have elected the Defined Contribution Plan shall mean leaving County service at age fifty-five (55) with twenty-five (25) years of credited service; at age sixty (60) with twenty (20) years of credited service; or at age sixty-five (65) with eight (8) years of credited service. Effective August 19, 2002, normal retirement shall include fifteen (15) years of credited service at age sixty (60). Members who retire under the provisions of this plan shall be eligible for the same insurance and health benefits as a member retiring from a Defined Benefit Plan. Effective December 1, 1999, retirement eligible Defined Contribution Plan #4 participants who withdraw all funds from the Plan at retirement shall be entitled to survivor health care benefits.
- E. Employees who "retire" under the Defined Contribution Plan must meet all age and service requirements to be eligible for insurance and health care benefits.
- F. Once an employee has opted for the Defined Contribution Plan No. 4, that employee may not opt for a Defined Benefit Plan, except that he or she may transfer to the Hybrid Plan 5 in accordance with Article 29.06(A)(2). Once an employee has elected to withdraw from Defined Contribution Plan No. 4, that employee may not return.
- G. Effective beginning December 1, 1997, Defined Contribution Plan 4 employees may contribute an additional 7.5% of compensation to the Plan annually with no matching County contribution. The combined total contribution that an employee may make to Plan #4 and to the Deferred Compensation Program (the 457 Plan) cannot exceed \$30,000 annually, and must otherwise conform to Internal Revenue Service Rules and Regulations.
- H. Effective December 5, 2008, eligible employees may receive a duty disability retirement benefit in the form of an annuity purchased from available, vested Plan 4 contributions equal to seventy-five percent (75%) of the employee's average annual compensation as otherwise provided in Defined Benefit Plan #1. The employee will be required to surrender all funds in the Plan, including both employee and vested Employer contributions. In the event an employee has an outstanding loan from the Plan, loan payments shall continue as scheduled through equivalent withholding from the employee's monthly disability retirement benefit until such loan is repaid in full. Should the employee become deceased prior to full repayment, the employee's estate shall be responsible for any outstanding amount.

29.06 Hybrid Retirement Plan No. 5

A. General Provisions:

1. The Hybrid Retirement Plan shall be mandatory for all new employees hired and former employees re-employed, re-instated or rehired on or after August 19, 2002.

2. Employees hired, re-employed, re-instated or rehired prior to August 19, 2002 may elect to transfer from their current Retirement Plan to the Hybrid Retirement Plan during a one-time window period of sixty (60) calendar days following the date of execution of this Agreement by the County Executive. Employees electing to transfer into the Hybrid Retirement Plan must fully purchase their entire credited service into the Plan within the 60 calendar day window period or they will forfeit eligibility for transfer into the Plan.

For eligible employees electing to transfer into the Hybrid Retirement Plan, the method used to calculate the cost of purchasing credited service will also be the same as that used for employees who previously transferred into the Hybrid Retirement Plan under the prior collective bargaining agreements using the average final compensation multiplier of 2.0% outlined in section 29.06(B)(2) below.

Transferring employees shall be responsible for the full actuarial cost of purchasing credited service. Once an employee elects to transfer to the new Hybrid Retirement Plan that employee may not return to his or her prior retirement plan.

B. Defined Benefit Provisions:

1. Normal retirement shall mean twenty-five (25) years of credited service at age 55, twenty (20) years of credited service at age 60 or eight (8) years of credited service at age 65 or thirty (30) years of credited service without an age requirement. Eligible employees in Plan 5 hired prior to December 5, 2008 who retire with either thirty (30) years of service, or a minimum of fifteen (15) years of service at age sixty (60) or older, will receive medical benefits as otherwise provided under the terms of this Agreement.
2. The amount of retirement compensation shall equal two percent (2.0%) per year times average final compensation for all years of credited service.
3. Average final compensation shall be equal to the monthly average of the employee's base compensation for the last five (5) years of credited service. Compensation will include payouts of excess sick or annual leave.

Employees in the Hybrid Retirement Plan hired prior to execution of this Agreement by the County Executive shall continue to contribute one percent (1%) of compensation to the Retirement System. Employees hired on or after the date of execution of this Agreement by the County Executive shall contribute five percent (5%) of all W-2 compensation to the Retirement System. For purposes of the applicable employee contribution rate calculation, W-2 compensation shall include payouts of excess sick and annual leave.

4. Regarding deferred retirement, vesting shall occur upon completion of eight (8) years of credited service. The amount of retirement compensation shall be computed as normal retirement, but based on the actual number of years of credited service and average final compensation at the time of separation. The payment of retirement benefits shall begin at age sixty-five (65).
5. Eligible employees shall receive a duty disability retirement benefit. The amount of retirement compensation shall be computed as normal retirement with additional service credit granted from the date of retirement to age sixty (60). The total Plan 5 duty disability benefit, including that received under section 29.06(C)(4) below, shall not exceed seventy-five percent (75%) of the employee's average compensation as otherwise provided in Defined Benefit Plan #1. Payments of workers' compensation benefits will be used to reduce an employee's retirement compensation. No age or service requirements apply.
6. Employees shall be eligible for a non-duty disability retirement upon completion of ten (10) years of credited service. The amount of retirement compensation shall be computed as normal retirement, but based on the actual number of years of credited service and average final compensation at the time of termination. The Employer reserves the right to limit payments from the Retirement System through the use of proceeds from the Employer's long-term disability policy.
7. In the event of an employee's death prior to retirement, normal retirement shall mean ten (10) or more years of credited service or eight (8) years of credited service at age 65. The amount of retirement compensation paid to the spouse shall be computed as normal retirement, but actuarially reduced in accordance with a one hundred percent (100%) joint and survivor election. If there is no eligible spouse, unmarried children under age eighteen (18) shall receive equal shares of fifty percent (50%) of the normal retirement benefit.
8. Employees in the Hybrid Retirement Plan shall be eligible for post retirement cost-of-living adjustments in the form of distributions from the Reserve for Inflation Equity.

C. Defined Contribution Provisions:

1. All employees in the Hybrid Retirement Plan hired prior to the execution of this Agreement by the County Executive shall contribute two percent (2%) of base compensation to the plan. Employees hired on or after the date of execution of this Agreement by the County Executive may contribute to the plan at his or her option in accordance with all Internal Revenue Service (IRS) rules & regulations; however, there will be no Employer contribution. An employee shall be immediately vested in one hundred percent (100%) of his or her contributions.
2. For employees hired prior to the date of execution of this Agreement by the County Executive, the Employer shall contribute two percent (2%) of the

employee's base compensation. There will be no Employer contribution for employees hired on or after the date of execution of this Agreement by the County Executive.

An employee shall be vested in the Employer's contributions as follows:

- a. Fifty percent (50%) vested in the Employer's contribution upon completion of one (1) year of service;
 - b. Seventy-five percent (75%) vested upon completion of two (2) years of service; and
 - c. One hundred percent (100%) vested upon completion of three (3) years of service.
3. Upon termination, an employee may select one (1) of the following distribution options:
- a. Lump sum distribution of the vested account balance,
 - b. Rollover of the vested account balance into a qualified plan, or
 - c. Annuitizing the vested account balance if the employee is also eligible for a defined benefit pension.
4. Effective December 5, 2008, eligible employees may receive a duty disability retirement benefit in the form of an annuity purchased from available, vested Plan 5 contribution-side funds. The total Plan 5 duty disability benefit, including that received under section 29.06(B)(5) above, shall not exceed seventy-five percent (75%) of the employee's average compensation as otherwise provided in Defined Benefit Plan #1. The employee will be required to surrender all accumulated funds in the Plan, including both employee and vested Employer contributions. In the event an employee has an outstanding loan from the Plan, loan payments shall continue as scheduled through equivalent withholding from the employee's monthly disability retirement benefit until such loan is repaid in full. Should the employee become deceased prior to full repayment, the employee's estate shall be responsible for any outstanding amount.

29.07 Hybrid Retirement Plan No. 6

1. Effective on the date the Wayne County Executive executes the 2008-2011 collective bargaining agreement, the County of Wayne will establish a new retirement benefit plan option #6 (i.e. Retirement Plan #6) for eligible employees of record in the bargaining unit as of December 1, 2008.

2. Eligible employees in Hybrid Retirement Plan #5 may transfer into Retirement Plan #6 provided they elect, transfer into, and fully purchase into Plan #6 at a rate of \$500.00 per year for each year of credited service no later than sixty (60) calendar days after the date of execution of the 2008-2011 collective bargaining agreement by the Wayne County Executive.
3. The defined benefit side multiplier for all years of credited service shall be 2.5% of Average Final Compensation.
4. Average Final Compensation shall be equal to the average of the best five (5) out of the last seven (7) years of compensation while a member of the Retirement System and shall include the same payout computation elements included in the Hybrid Plan #5 (i.e., final payouts of excess sick and annual leave).
5. Normal retirement shall mean twenty-five (25) years of credited service at age 55, twenty (20) years of credited service at age 60, eight (8) years of credited service at age 65 or thirty (30) years of credited service without an age requirement. Eligible employees shall receive medical benefits as otherwise provided in the terms of Hybrid Retirement Plan #5.
6. Eligible employees of record transferring into Hybrid Plan #6 shall contribute 4% of all W-2 compensation to the Retirement System.
7. For purposes of the applicable employee contribution rate calculation, W-2 compensation shall include payouts of excess sick and annual leave.
8. Employees shall also be allowed to make contributions to the contribution side of Plan #6 with no Employer match, subject to all IRS rules and regulations.
9. Once an employee elects to transfer to the new Retirement Plan #6, that employee may not return to his or her prior Retirement Plan.
10. Eligible employees shall receive a duty disability retirement benefit. The amount of retirement compensation shall be computed as normal retirement with additional service credit granted from the date of retirement to age sixty (60). The total Plan #6 duty disability benefit, including that received under the contribution side of Plan #6, shall not exceed seventy-five percent (75%) of the employee's average compensation as otherwise provided in Defined Benefit Plan #1.
11. The employee will be required to surrender all accumulated funds in the Plan, including both employee and vested Employer contributions. In the event an employee has an outstanding loan from the Plan, loan payments shall continue as scheduled through equivalent withholding from the employee's monthly disability retirement benefit until such loan is repaid in full. Should the employee

become deceased prior to full repayment, the employee's estate shall be responsible for any outstanding amount.

29.08 Purchase of Military Service

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

29.09

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.

29.10 Post-Retirement Health Care Benefit Trust

A. Employee Health Care Benefit Trust

1. Employees hired on or after December 5, 2008 shall not receive nor be eligible for Employer-sponsored insurance or health care benefits upon retirement.
2. Employees hired on or after the date of execution of this Agreement by the County Executive shall be eligible to participate in the Employee Health Care Benefit Trust ("Trust") established and administered by the Employer.
3. Employees who elect to participate in the Trust will be required to make contributions in the amount of two percent (2%) of their base wage rate to fund the Trust. Contributions will be made in the form of bi-weekly payroll deduction, as specified in the *Wayne County Health and Welfare Benefit Plan*, and employees will otherwise be subject to the terms and conditions outlined therein.
4. The Employer will also contribute five percent (5%) of the employee's base wage rate to the Trust in accordance with the terms and conditions of the *Wayne County Health and Welfare Benefit Plan*.
5. Fund distributions from the Trust will be subject to all applicable Internal Revenue Service rules and regulations.

B. Permanent Waiver of Post-Retirement Health Benefits

1. Employees hired prior to the date of execution of this Agreement by the County Executive may elect to permanently relinquish their current or future eligibility to receive post-retirement insurance and health care benefits from the County.
2. Employees electing to permanently waive post-retirement health care benefits under this Article may elect to participate in the Employee Health Care Benefit Trust as described in Article 29.10(A) above.

ARTICLE 30 – UNEMPLOYMENT INSURANCE

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

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

ARTICLE 31 – UNION BULLETIN BOARDS

31.01

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

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

31.02

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

31.03

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

ARTICLE 32 – MILEAGE ALLOWANCE

32.01 Private Car Mileage Reimbursement

Employees required to use their private vehicles in performance of assigned duties shall be reimbursed for actual trip mileage incurred each month. Effective beginning on the first of the month following execution of this Agreement, employees shall be

reimbursed at the Federal standard mileage rate established by the Internal Revenue Service for the calendar year.

32.02 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 the employee has no official work location) to a job, from job to job, and if directed, back to the official work location or designated starting point, shall constitute reimbursable mileage.
- C. Employees who report to a field assignment and not to their official work location, shall be reimbursed for home to field.
- D. Employees who report to their official work location, then travel to a field assignment for the remainder of the day, and then go home, shall be reimbursed.

32.03

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.

32.04

To be eligible for mileage reimbursement, employees shall be required to submit a filled-in Daily Trip Sheet furnished by the Employer at the end of each month.

The Employer shall pay each monthly mileage allowance check no later than the second pay period of the month following the month in which it is incurred.

ARTICLE 33 – TUITION REIMBURSEMENT

33.01 Eligibility

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

- A. Courses are determined by the Employer to be job-related and acceptable for the occupation in which the employee is presently working or for a classification in the County of Wayne for which he/she is reasonably preparing to qualify.
- B. Courses are conducted by an accredited educational institution.
- C. Correspondence courses will not be eligible for reimbursement.

33.02 Amount of Reimbursement

The refund will be one hundred percent (100%) of actual tuition but not more than one thousand five hundred dollars (\$1,500.00) per fiscal year. Refund payments will not include the cost of books, supplies or equipment. More than two (2) college courses per term will be approved only under circumstances acceptable to the Employer.

33.03 Application Process

The application process shall be as follows:

- A. An employee must complete an application form provided by the Employer and submit it for Departmental approval.
- B. At least two weeks before the training or class is scheduled to begin, the employee must submit the completed application in triplicate to the Department of Personnel/Human Resources.

- C. After the employee's application is reviewed by the Department of Personnel/Human Resources, the employee will be informed of the Department's decision.
- D. If any employee withdraws, substitutes, or for any reason does not successfully complete the approved course(s), the employee should immediately inform the Department of Personnel/Human Resources.

33.04 Reimbursement Process

Reimbursement will be made to an employee who:

- A. Secures written approval of course(s) from the Department of Personnel/Human Resources. Reimbursement shall only be made for that course which was initially approved by the Department of Personnel/Human Resources. If the approved course is later dropped and another course substituted, the replacement course must be approved by the Department of Personnel/Human Resources in order to be reimbursable;
- B. Successfully completes their initial probationary period;
- C. Successfully completes the course(s). If the course 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 thirty (30) days after the end of the school term;
- E. Is on the payroll at the time the application for refund is submitted for approval to the Department of Personnel/Human Resources. If the employee has been laid off due to reduction in the force and is on a recall list, the employee must have been on the payroll when the course started; and
- F. Has not been, nor will be, fully paid for the cost of tuition by any other institution, scholarship, grant, or aid. The amount of tuition reimbursement will be offset to the extent that it is reimbursed or paid by other agencies, scholarships, grants, etc.

33.05 Eligibility - Professional Seminars and Conferences

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

- A. Application must be made to the Department of Personnel/Human Resources by means of an application completed by the employee and approved by the Department Head, indicating the specifics of the seminar or conference (cost, when and where held, who is to attend, and relationship to employee's present job). These seminars or conferences must be designed to contribute to one's professional competence in performing his/her current job, or in preparing one to advance toward a County career objective.
- B. Approval, processing, and reimbursement will be determined the same as tuition procedures for regular classroom courses.
- C. No payment will be made for books and supplies, meals, traveling cost, hotels, etc. This program covers seminar or conference registration fees only, except where other refunds are authorized by clear contractual language.

ARTICLE 34 – UNIFORMS

34.01

Employees required to wear uniforms as a condition of employment shall be furnished said uniforms by the Employer in accordance with such standards as may be established by the Department Head. The Union shall be consulted with respect to the type of uniforms to be issued, but final decision shall rest with the Employer. Such uniforms shall be maintained and replaced by the Employer.

34.02

In the event an employee is separated from County service, the employee shall return all County-issued items within seven (7) days of such separation. Employees failing to return County property shall have appropriate payroll deductions taken to cover such loss.

ARTICLE 35 – ERRORS IN WAGES, FRINGE BENEFITS, AND LEAVE TIME

35.01

Overpayments which are the result of clerical or mechanical errors in calculating an employee's wages or fringe benefits may be deducted from an employee's pay within

six (6) months after the overpayment is made, provided the employee is given a written explanation of the deduction at least one (1) pay period before the wage payment affected by the deduction is made, or at the option of the employee, money may be paid back.

35.02

Deductions will be itemized and no more than fifteen percent (15%) of an employees' pay may be deducted from a paycheck unless otherwise agreed by the employee.

35.03

Errors made in the computation or payment of any leave time may be recovered after the error is made by adjusting current leave balances, offsetting future leave earnings, or at the option of the employee, money may be paid back, provided that the employee is given a written explanation of the adjustment at least one (1) pay period before the adjustment is made.

35.04

An employee who believes that an underpayment of wages, fringe benefits or leave time has occurred, must notify Management within twelve (12) months after the alleged violation occurs, or the underpayment will be considered resolved as paid.

ARTICLE 36 – CONTRACTING

Contracting or sub-contracting shall not cause the demotion, layoff or loss of wages to any Bargaining Unit employee.

ARTICLE 37 – SEVERABILITY CLAUSE

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

ARTICLE 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, judgments and settlements brought or rendered against them by reason of any act, action or omission arising in the course of or out of their employment, provided, however, that in no event shall the Employer be liable for the payment of judgments, attorney fees or court costs where the member is found to have committed an intentional tort. All settlements are subject to the approval of the Employer.

38.02

The 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. Failure to provide such notice as soon as practicable shall relieve the Employer of its obligations under this Article.

38.03

An employee seeking indemnification must cooperate with the Corporation Counsel, and any appointed attorney, throughout the entire course of action. The determination of whether an employee is cooperating shall be made on behalf of the Employer by the Corporation Counsel and may be made at any time during the action. In the event that an employee is determined to be uncooperative, that employee may lose his or her indemnification protection, including but not limited to, reimbursement for the amount of any judgement, costs or other expenses associated with the action, the cost of defending the action, and representation or continued representation by the Corporation Counsel and/or the appointed attorney in the action.

ARTICLE 39 – SUPPLEMENTAL AGREEMENTS

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

ARTICLE 40 – DEFERRED COMPENSATION

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

ARTICLE 41 – SUCCESSOR CLAUSE

The County agrees that if, during the life of this Agreement, any operation covered by the present jurisdiction of the Local Union and under the control or jurisdiction of Wayne County is sold, leased, transferred, operated, or taken over by sale, transfer, lease or operated by assignment to any public or non-public operation or agency, such operation or agency shall be bound to recognize and bargain with Local 547 as to terms and conditions of employment for employees within a legally recognizable Bargaining Unit.

ARTICLE 42 – PLANT SAFETY

42.01

The Employer recognizes its responsibility under Federal, State, and Local regulations to provide a workplace free of recognized health and safety hazards.

42.02

A joint Safety Advisory Committee consisting of the Chief Steward at each plant and a Management representative at each plant shall continue to meet as often as required to study, evaluate and suggest safety practices and procedures.

42.03

Safety grievances shall be processed as outlined in the Grievance Procedure.

42.04

In recognition of the need to maintain adequate and proper standards of safety for employees and continuity of services, it is understood and agreed that the operation, service, and maintenance of all recognized power plant equipment, including all steam,

water, air, and electric lines leading to and from the designated areas, and their associated and related equipment (boilers, fans, motors, pumps, compressors, water heaters, switches, etc.) shall be under Power Plant supervision.

ARTICLE 43 – ECONOMICS

43.01 2008 – 2009

There will be no wage increase of any kind for the 2008-2009 contract year.

43.02 2009 – 2010

There will be no wage increase of any kind for the 2009-2010 contract year.

43.03 2010 – 2011

There will be no wage increase of any kind for the 2010-2011 contract year.

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 Union.

44.02 Effective Date of Benefit Change

Unless this Agreement provides for an effective date for change in benefit levels, the effective date shall be the date on which this Agreement is executed by the Wayne County Executive.

44.03

Except for Workers' Compensation claims, employees separating from County service by resignation, retirement or discharge, shall have 180 days from the effective date of

separation to file any claims, civil actions, lawsuits or administrative charges related to their employment with the County. Failure to file such claims or charges within that time period shall result in a complete release and waiver of all claims or actions that the employee could have instituted or asserted concerning his or her employment with the County of Wayne.

ARTICLE 45 – RETURN OF COUNTY PROPERTY

Employees who separate from County service must return all County items that have been given to them within seven (7) days of separation. Employees failing to return County property shall have appropriate payroll deductions taken to cover such loss.

ARTICLE 46 – DRUG TESTING POLICY

46.01

In accord with the Drug Free Work Place Policy adopted by the County of Wayne, the following standards and procedures are established:

46.02 Reasons for Testing

- A. The County's program includes the following:
 - 1. Return to work - testing an employee who has been off work for over thirty (30) calendar days.
 - 2. Based Upon Reasonable Suspicion - testing when a representative of the Employer can point to objective facts from which can be drawn rational inferences, in light of the representative's experience, that the employee is under the influence of, using, selling, dispensing, or in possession of any controlled substance unlawfully.
 - 3. Follow-Up - testing as part of counseling or rehabilitation.
- B. Orders for testing will come from the Director or Deputy Director of the Department of Personnel/Human Resources or the Labor Relations Director. Orders for testing shall be documented in writing. Documentation shall include the reason for the order.
- C. An employee who refuses to submit to a drug test in accord with this policy shall be permanently removed from the County service.

46.03 Testing Procedure

Procedures shall provide the greatest individual privacy possible, while safeguarding the program against submissions of altered or substitute specimens.

A. Completion of Testing Form

1. The employee may be asked by the collection facility to furnish only such information in writing as is necessary to insure the integrity of the sample collected, including information verifying the identity of the employee and, if possible, identifying any prescription or non-prescription medication or alcohol recently ingested by the employee.
2. A multi-part numbered form consisting of identification information and other data, including numbered specimen identification labels, shall be completed at the collection facility.
3. A copy or photocopy of the Laboratory Testing Form, completed and containing the same number as the master record and specimen labels, shall be given to the employee upon completion of the specimen collection procedure.

B. Collection of the Specimen

1. Clean and previously unused collection and storage containers of the type utilized by medical facilities for bodily fluids will be supplied by the testing laboratory for urine collection. The employee may reject any container he or she feels has been contaminated.
2. Privacy Area - Urine collection shall be conducted at the collection facility in a manner which provides a high degree of security for the specimen and freedom from adulteration. The employee may choose to be witnessed while submitting a specimen. If the employee chooses not to be witnessed, the collection site person shall ask the individual to remove any unnecessary outer garments that might conceal items or substances that could be used to tamper with or adulterate his or her urine specimen. Also, all personal belongings must remain with the outer garments; a secure area for valuables will be provided. The employee shall be instructed to wash and dry his or her hands prior to submitting the required specimen. The volume of the specimen must be at least 60 mls. for the screening test and confirmation test. The employee may be given a reasonable amount of liquid (e.g., a glass of water) to assist in producing an adequate specimen. Site personnel shall determine if the specimen contains at least 60 milliliters of urine.

3. Both the employee being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. The collected specimen shall be deposited by the collection site person into a storage container. The cover will then be secured and sealed with a tamper proof tape by the collection site person and witnessed by the employee being tested. After the specimen has been provided to site personnel, the employee being tested shall be allowed to wash his or her hands. The label will be signed by the site person (and if so desired, by the employee), with date and time noted, and secured to the container. The storage container should then be placed into a plastic bag along with a "chain of custody record" with appropriate entry and the plastic bag will be sealed with plastic evidence tape.
4. The sealed plastic bag containing the specimen storage container will be placed in a locked refrigerator utilized only for storage of specimens to be tested. A log book shall be kept of anyone who enters the refrigerator.

C. Laboratory Procedure

1. An employee of the testing laboratory shall remove the sealed plastic bag from the refrigerator at the collection facility, verify the integrity of the bag and transport sealed plastic bag to the testing laboratory, where the date, time, name, and signature of the receiving person is entered on the chain of custody record. Laboratories must comply with applicable provisions of any Federal and State licensing requirements. Accredited laboratories must have the facility and capability, on site, of performing screening and confirmation tests for each drug or metabolite for which service is offered and requested.
2. The testing laboratory shall maintain a chain of custody record of any individual handling or testing an employee's specimen.
3. Lab Tests
 - a. The initial screening test will be of the RIA and/or EMIT type. If a positive result is obtained, a confirmation test will be conducted.
 - b. A confirmation or follow-up test will be of the Gas Chromatography/Mass Spectrometry method and shall be conducted by the same laboratory which performed the initial screening. The laboratory shall be required to specify the metabolites tested for, the cut-off levels and the testing procedure used in each drug classification.
 - c. In determining whether a test result is positive, the laboratory shall use the following cut-off levels:

	Initial Test Level	Confirmatory Test Level
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Cocaine Metabolite	300 ng/ml	150ng/ml
Marijuana Metabolite	100 ng/ml	15 ng/ml
Opiates	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

4. Upon completion of all testing:
- a. A signed, dated, timed and contemporaneously written report from the laboratory must be submitted to the collection site within one week of the test. Upon request, the report shall be made available to the employee immediately after its receipt by the Employer.
 - b. Negative specimens will be discarded. The chain of custody record, and all other reports pertaining to the test will be kept by the testing laboratory for two (2) years.
 - c. If the test is positive, the employee may request, and shall be furnished, the information available regarding:
 - (1) the type of tests conducted;
 - (2) the results of the test; and
 - (3) the cut-off level of the methodology employed.

The employee may either request that the remainder of the specimen be retested by the testing laboratory or that the remainder of the specimen be sent to another independent testing facility (following the same chain of custody and cut-off levels outlined in this policy) for retesting.

If the subsequent test is positive, the cost would be borne by the requesting employee. If, however, the subsequent test is negative, the County shall bear the cost of the second, independent test. The remaining preserved specimen will be frozen and properly secured in a long-term locked storage area for a period of two (2) years. The chain of custody record, and all other reports pertaining to the test, will be kept by the testing laboratory for two (2) years. The chain of custody records will upon request be provided to employees testing positive.

D. Choice of Collection Facility and Testing Laboratory

In the event the Employer wishes to change the current collection facility or testing laboratory, the procedures utilized in any subsequent collection facility or testing laboratory shall be as specified elsewhere in this agreement. Any such facility or laboratory shall be licensed by the State or Federal Government. The Union will be informed and shall be given the opportunity to inspect any new facility or laboratory.

46.04 Consequences of Violating the County Drug Policies

Disciplinary action will be initiated against any employee found to be in violation of County drug policies. The severity of the action chosen will depend on the specific offense, the employee's work record, length of service and any available pertinent evidence. The disciplinary action imposed shall be suspension, demotion, reassignment or a combination of such action, or discharge.

In general, where use, possession, sale or distribution of certain drugs would be a basis for a felony charge, the employee will be discharged. If the drug(s) involved could result in a misdemeanor charge, discipline less than discharge may be imposed for the first offense. If discipline less than discharge is imposed, mandatory periodic re-testing will also be required.

46.05 Confidentiality

All records pertaining to the initiation and administration of this program shall be treated as strictly confidential by the employees of the Department of Personnel/Human Resources. All others must have the written permission of the employee. Copies shall be made available to the employee.

46.06 Grievance Procedure

Any disputes concerning the interpretation or application of this policy shall be subject to the grievance procedure. Grievances shall be initiated at the Labor Relations step within the grievance procedure as indicated in this Agreement.

ARTICLE 47 – TERMINATION

47.01 Ratification of Agreement

This Agreement shall become effective as of October 1, 2008 after receipt by the County from the Union of written notice that this Agreement has been ratified by the

Union and upon approval by the Wayne County Commission and execution by the Wayne County Executive.

47.02 Expiration Date

This Agreement shall continue in full force and effect until 11:59 p.m., September 30, 2011.

47.03 Notice to Modify, Amend or Terminate

This Agreement shall continue in effect for successive yearly periods after September 30, 2011, unless notice is given in writing by either party at least sixty (60) days prior to September 30, 2011, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement.

47.04 Addressing of Notice

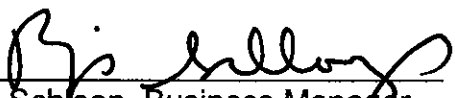
Notice shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to Local 547, International Union of Operating Engineers, 24720 West Seven Mile Road, Detroit, Michigan 48219, or to such other address as the Union shall furnish to the County, and if to the County, to 107 Wayne County Building, 600 Randolph, Detroit, Michigan 48226, or to such other address as the County shall furnish to the Union in writing.

47.05

This Agreement supercedes the previous Agreement effective December 1, 2004 and expiring September 30, 2008.


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

FOR THE UNION:


Philip Schloop, Business Manager
I.U.O.E. Local 547, AFL-CIO

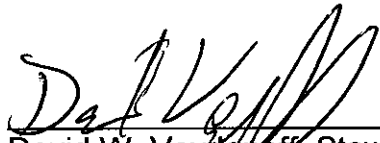
Date: 8-27-09

FOR THE COUNTY:


Mark D. Dukes, Director
Labor Relations Division

Date: 09/10/09

FOR THE UNION (cont.):



David W. Voytko, Steward
I.U.O.E. Local 547, AFL-CIO

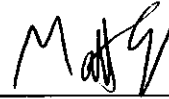
Date: 8-27-09



Steve Quinn, Steward
I.U.O.E. Local 547, AFL-CIO

Date: 8/27/09

FOR THE COUNTY (cont.):



Robert A. Ficano
Wayne County Executive

Date: 10-3-09

APPROVED BY:

2009-613
Wayne County Commission

Date: 10-1-09

MEMORANDUM OF AGREEMENT #1
- Between -
THE COUNTY OF WAYNE, MICHIGAN
- And -
INTERNATIONAL UNION OF OPERATING ENGINEERS
(I.U.O.E.) LOCAL 547, AFL-CIO

RE: 2008-2011 CBA – 10% EMPLOYEE WAGE / BENEFIT CONCESSIONS

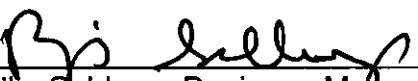
Due to the extraordinary fiscal challenges currently facing the County of Wayne (“County”), it is necessary that the County obtain wage and/or benefit concessions from its employees in an amount equivalent to ten percent (10%) of each employee’s base wage rate. This Memorandum of Agreement (“Memorandum”) is intended to outline the terms and conditions of such concessions in conjunction with the parties’ agreement on a new collective bargaining agreement for the period of October 1, 2008 through September 30, 2011. Accordingly, the parties agree to the following:

1. Effective October 1, 2009, through September 30, 2011, all employees in the bargaining unit will incur a ten percent (10%) reduction in his or her current base wage rate facilitated by the selection of one (1) of the following options:
 - A. A ten percent (10%) reduction in the employee’s annual base wage rate; or
 - B. 1) One (1) unpaid furlough day each calendar month (for a total of 12 furlough days per calendar year), and
2) Additional contributions to health care in an amount equal to five percent (5%) of the employee’s base wage rate deducted from each pay period on a pre-tax basis; or
 - C. Two (2) furlough days per calendar month (for a total of 24 furlough days per year); or
 - D. 1) Forfeiture of holiday pay for 12 paid holidays per year (not including the three (3) swing holidays), and
2) One (1) unpaid furlough day per calendar month (for a total of 12 furlough days per year); or
 - E. Elimination of Employer match for employees in Defined Contribution Plan #4. Employees not in Defined Contribution Plan #4 will be subject to one of the above-referenced options (A-D). For employees with twenty (20) or more years of service the match for Plan #4 would be reduced to a one-to-one match. However, if the employee’s contribution rate is less than

2.5%, then another option (A-D) will be applied by the Employer until the amount is equal to 10% of his or her base wage rate.

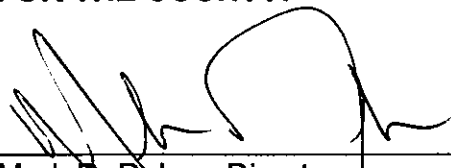
2. The parties agree to continue to negotiate the mechanism(s) that will be used to obtain 10% wage concessions for employees assigned to work in 24-hour/7-day operations; however, if the parties are not able to agree on such mechanism(s) on or before September 30, 2009, each employee will incur a 10% reduction in his or her base wage rate beginning October 1, 2009.
3. Employees called in to work on a forfeited holiday will not be paid for the eight (8) hours of holiday pay for the forfeited holiday. However, they will receive the appropriate holiday premium pay for time worked on the designated holiday.
4. For employees electing furlough days, furlough time will be considered as time worked for purposes of overtime eligibility under Article 27.09 & 27.10 of the parties collective bargaining agreement.
5. Scheduling of furlough days will be determined by the Employer based on operational need. Should an employee be called-in to work on a scheduled furlough day, another furlough day will be selected by the Employer.
6. The 10% concessionary terms and conditions that are the subject of this Memorandum will continue for employees in the bargaining unit through the term of the 2008-2011 collective bargaining agreement (September 30, 2011).
7. Employees subject to the concessions contained in this agreement will be held harmless for purposes of accumulation of annual and sick leave and base rate computation of applicable average final compensation (AFC) under the parties' collective bargaining agreement.
8. If any of the terms agreed upon by the parties under this Memorandum to facilitate the 10% concessions is claimed or determined to be inconsistent with applicable law with respect to any individual employee, or the total amount does not actually equal 10% of the employee's current wage rate, then such concessions will be realized through option 1(A) of this Memorandum.

FOR THE UNION:


Philip Schloop, Business Manager
I.U.O.E. Local 547, AFL-CIO

Date: 8-27-09

FOR THE COUNTY:


Mark D. Dukes, Director
Labor Relations Division

Date: 09/10/09

MEMORANDUM OF AGREEMENT #2
- Between -
THE COUNTY OF WAYNE, MICHIGAN
- And -
INTERNATIONAL UNION OF OPERATING ENGINEERS
(I.U.O.E.) LOCAL 547, AFL-CIO

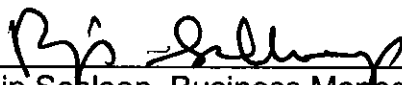
RE: 2008–2011 COLLECTIVE BARGAINING AGREEMENT – RETIREMENT INCENTIVE PROGRAM

As it concerns eligible Wayne County employees of record as of December 1, 2008 who are members of the International Union of Operating Engineers Local 547 (“Union”) and who are members of a Defined Benefit, Hybrid or Contribution Retirement Plan (i.e., Plans 1, 4, 5 or 6), the County of Wayne and the Union mutually understand and agree to the following one-time, limited incentive program to be contingent upon execution of the 2008-2011 collective bargaining agreement by the Wayne County Executive:

1. For eligible employees of record with the County of Wayne as of December 1, 2008 who are members of a Defined Benefit or Hybrid Retirement Plan (i.e., Plans 1, 5 or 6) who have not less than twenty (20) years of credited service as of October 1, 2009, and who retire no later than October 1, 2009, defined benefit average final compensation shall be equal to the average of the three (3) highest years of compensation while a member of the Retirement System. The standard method used by the Retirement System in calculating the employee’s highest years shall continue to be utilized.
2. Eligible employees of record with the County of Wayne as of December 1, 2008 who are members of Defined Contribution Plan 4 with not less than eighteen (18) years of credited service as of October 1, 2009 will be eligible to apply for normal retirement, provided they retire no later than October 1, 2009.
3. Employees retiring under the terms of this Memorandum of Agreement will be eligible to receive post-retirement medical benefits in accordance with the parties’ collective bargaining agreement.
4. No terms or conditions of the applicable Collective Bargaining Agreement between the County and the Union, the Wayne County Retirement Ordinance, nor any existing practices or procedures will be amended, modified, altered or changed by the execution of this Agreement.
5. Based on the parties’ mutual agreement, the Union agrees to hold harmless the County and not initiate a grievance, unfair labor practice charge, civil action or any other type of litigation against the County regarding any issues in any way related to the subject matter of this Memorandum of Agreement.

6. This Agreement will not serve as precedent in any other matter and is without any evidentiary value, except as may arise from the application or enforcement of this Agreement. The Union will not use or cite this Agreement in any other proceeding of any kind.

FOR THE UNION:



Phillip Schloop, Business Manager
I.U.O.E. Local 547, AFL-CIO

Date: 8-27-09

FOR THE COUNTY:



Mark D. Dukes, Director
Labor Relations Division

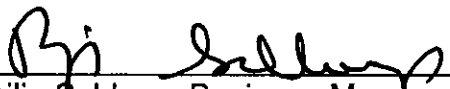
Date: 9/10/09

MEMORANDUM OF UNDERSTANDING #1
- Between -
THE COUNTY OF WAYNE, MICHIGAN
- And -
INTERNATIONAL UNION OF OPERATING ENGINEERS
(I.U.O.E.) LOCAL 547, AFL-CIO

RE: WITNESS FEES

It is agreed between the parties that when an employee is required to appear in Courts or before Boards or Commissions as a witness, and is regularly scheduled to work, the Witness Fee received by the employee shall be returned to the Employer.

FOR THE UNION:


Philip Schloop, Business Manager
I.U.O.E. Local 547, AFL-CIO

Date: 8-27-09

FOR THE COUNTY:


Mark D. Dukes, Director
Labor Relations Division


Date: 09/10/09

MEMORANDUM OF UNDERSTANDING #2
- Between -
THE COUNTY OF WAYNE, MICHIGAN
- And -
INTERNATIONAL UNION OF OPERATING ENGINEERS
(I.U.O.E.) LOCAL 547, AFL-CIO

RE: UNION REPRESENTATIVES AT ORAL EXAMINATIONS

Local 547 shall be permitted to have one (1) representative present at oral examinations. The observer shall not be involved in the examinations and shall take no part in the oral examination whatsoever. The Union shall be notified of the examination when notices to the candidates are mailed, so that a representative may be present.

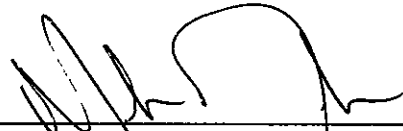
FOR THE UNION:



Philip Schloop, Business Manager
I.U.O.E. Local 547, AFL-CIO

Date: 8-22-09

FOR THE COUNTY:



Mark D. Dukes, Director
Labor Relations Division

Date: 08/10/09


MEMORANDUM OF UNDERSTANDING #3
- Between -
THE COUNTY OF WAYNE, MICHIGAN
- And -
INTERNATIONAL UNION OF OPERATING ENGINEERS
(I.U.O.E.) LOCAL 547, AFL-CIO

RE: CHALLENGE PROCEDURE

The provisions of Article 8 "Payment of Service Charges" and Article 7 "Payment of Union Dues" as it relates to Local 547 A, B, C, E, & H, Agency Fee objections and Challenge Procedures ("Challenge Procedure") hereby is enforced as of the signing of this Memorandum of Understanding. This Challenge Procedure is incorporated in the current labor agreement by reference with the below stated addition:


That the County be notified and provided a copy of any additions, deletions or amendments to the Challenge Procedure within thirty (30) days of their final approval by Local 547 A, B, C, E, & H.

FOR THE UNION:


Philip Schloop, Business Manager
I.U.O.E. Local 547, AFL-CIO

Date: 8-27-09

FOR THE COUNTY:


Mark D. Dukes, Director
Labor Relations Division

Date: 09/10/09

MEMORANDUM OF UNDERSTANDING #4
- Between -
THE COUNTY OF WAYNE, MICHIGAN
- And -
INTERNATIONAL UNION OF OPERATING ENGINEERS
(I.U.O.E.) LOCAL 547, AFL-CIO

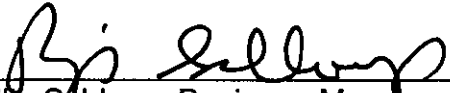
RE: CENTRAL PENSION FUND PAYROLL DEDUCTION

Effective as soon as administratively possible following both ratification of the new 2008-2011 collective bargaining agreement ("Agreement") by the bargaining unit, and subsequent execution of the Agreement by the Wayne County Executive, full-time employees in the bargaining unit shall contribute one percent (1%) of his or her bi-weekly gross wage earnings to the Central Pension Fund of the International Union of Operating Engineers through payroll deduction on an after-tax basis.

The County of Wayne, Michigan will assume no liability of any kind for any loss or liability to the Union, the individual member-employee(s), or other third party by reason of satisfying and/or facilitating the terms of this Memorandum of Agreement.

The Union agrees to hold harmless and otherwise defend and indemnify the County for any loss or liability that may arise as a result of any charge(s), demand(s), lawsuit(s) or other claim(s) made against the County associated with, or arising from, the subject matter of this Memorandum of Agreement, including but not limited to any fines, assessments or charges of any kind imposed by the Internal Revenue Service.

FOR THE UNION:



Philip Schloop, Business Manager
I.U.O.E. Local 547, AFL-CIO

Date: 8-27-09

FOR THE COUNTY:



Mark D. Dukes, Director
Labor Relations Division

Date: 09/10/09

MEMORANDUM OF UNDERSTANDING #5
- Between -
THE COUNTY OF WAYNE, MICHIGAN
- And -
INTERNATIONAL UNION OF OPERATING ENGINEERS
(I.U.O.E.) LOCAL 547, AFL-CIO

RE: HEALTH CARE BENEFIT TRUST REPRESENTATION

The parties agree to continue to negotiate the matter of Union representation regarding the administration of the new Employee Health Care Benefit Trust referenced in Article 29 of the 2004-2008 collective bargaining agreement.

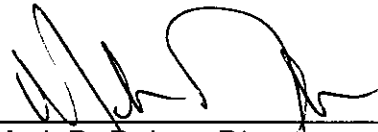
FOR THE UNION:



Philip Schloop, Business Manager
I.U.O.E. Local 547, AFL-CIO

Date: 8-27-09

FOR THE COUNTY:



Mark D. Dukes, Director
Labor Relations Division


Date: 09/10/09

MEMORANDUM OF UNDERSTANDING #6
- Between -
THE COUNTY OF WAYNE, MICHIGAN
- And -
INTERNATIONAL UNION OF OPERATING ENGINEERS
(I.U.O.E.) LOCAL 547, AFL-CIO

RE: BENEFIT CARRYOVERS FOR FORMER LOCAL 32 / HVACRA EMPLOYEES.

The parties agree that employees in the bargaining unit who are former members of the decertified Local 32 Firemen & Oilers / HVACRA bargaining units will continue their eligibility to receive those carryover benefits from the 1996-2000 Local 32 collective bargaining agreement (CBA) specified in the July 16, 2002 Memorandum of Agreement between Wayne County and I.U.O.E. Local 547 at the applicable 1996-2000 Local 32 CBA levels.

FOR THE UNION:


Philip Schloop, Business Manager
I.U.O.E. Local 547, AFL-CIO

Date: 8-27-09

FOR THE COUNTY:


Mark D. Dukes, Director
Labor Relations Division

Date: 09/10/09

MEMORANDUM OF UNDERSTANDING #7
- Between -
THE COUNTY OF WAYNE, MICHIGAN
- And -
INTERNATIONAL UNION OF OPERATING ENGINEERS
(I.U.O.E.) LOCAL 547, AFL-CIO

RE: REFRIGERATION EQUIPMENT MECHANIC FOREMAN AND CHIEF OPERATING ENGINEER DIFFERENTIAL.

Effective the date of execution of the 2008-2011 collective bargaining agreement by the Wayne County Executive, employees in the classification of Refrigeration Equipment Mechanic Foreman and Chief Operating Engineer will receive a wage rate differential of \$1.75/hour over the corresponding hourly wage rate of Refrigeration Equipment Mechanic or Operating Engineer.


FOR THE UNION:



Philip Schloop, Business Manager
I.U.O.E. Local 547, AFL-CIO

Date: 9-27-09

FOR THE COUNTY:



Mark D. Dukes, Director
Labor Relations Division

Date: 09/10/09