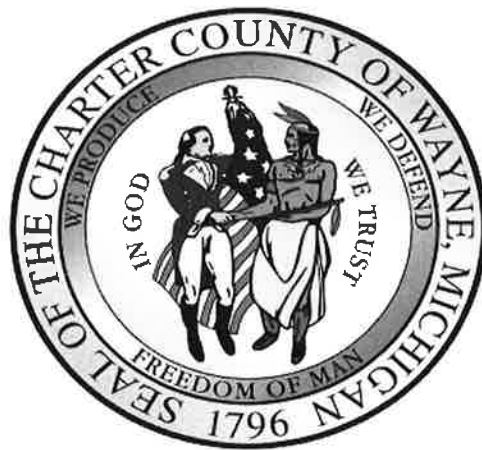


**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE COUNTY OF WAYNE**



**Warren Evans  
County Executive**

**- AND -**

**INTERNATIONAL UNION OF OPERATING ENGINEERS (I.U.O.E.)  
LOCAL 324**

**Term Ending September 30, 2025**

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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. 324, International Union of Operating Engineers (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 height, weight, sex, age, race, color, creed, national origin, genetic information, 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  
Refrigeration Equipment Mechanic Sub-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.

#### 4.03

Where in the opinion of the County an operation would better function with a change in the structure of the Department operations, including establishment or consolidation of service areas and work locations within the Department, the County shall make the necessary changes.

*\*Once the County closes/cease operations at Frank Murphy Hall of Justice and Division II, and moves all employees to the Criminal Justice Center, the classifications of Operating Engineer and Chief Operating Engineer will be closed and not filled but remain with Bargaining Unit. Employees in such classifications at that time will be subject to the layoff and transfer provisions of the CBA.*

### 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

Dues and Fees Check-Off will be interpreted and applied consistent with Public Act 349 of 2012 ("the Act").

#### 6.02

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.

An "Authorization for Dues Deduction" may be revoked by an employee in accordance with the Union's procedures.

### **7.03**

The Employer shall deduct from the pay of each employee from whom it receives an authorization to do so, the required amount of the payment of initiation fees and Union dues. Such dues, accompanied by a list of employees from whom they have been deducted, and the amount deducted from each, as well as a list of employees who had authorized such deductions but from whom no deductions were made and the reason therefore, shall be forwarded to the Union office no later than the fifteenth (15th) day of the month following the month in which such deductions were made.

Such dues will be authorized, levied, and certified in accordance with the Constitution and ByLaws of the International and the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Financial Secretary of the Local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amount of Union dues, together with a copy of such authorization from the Local Union.

Dues payments and inquiries shall be sent to:

Operating Engineers 324 Stationary Dues Dept.  
500 Hulet Dr. Ste. 115  
Bloomfield Twp., MI 48302 Phone:  
(248) 451-0324

## **ARTICLE 8 -- PAYMENT OF SERVICE CHARGE**

**THIS SECTION HAS BEEN OMITTED**

## **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 (1) Chief Steward and one alternate Steward.
- B. Frank Murphy Hall of Justice – one (1) 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, and as may be amended, are incorporated by reference into this Agreement.

#### **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 Number 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 address the matter and shall respond to the Steward within five (5) working days.

##### Step Number 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 division head within five (5) working days after the supervisor's response is due. The division 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 Number 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 Number 2, within five (5) working days from the date the response from the division 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 Number 4

If the grievance is still unsettled after Step Number 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 Number 4, that being the Wayne County Labor Relations Division. A grievance concerning alleged safety hazards may begin at Step Number 4, after the department involved has been given the opportunity to consider the validity and possible urgency of the grievance.

#### 15.06

If the grievance is not resolved after Step Number 4 of the process, the parties, by mutual agreement, may submit the matter to non-binding mediation through Michigan Employment Relations Commission ("MERC") or Federal Mediation and Conciliation Service ("FMCS"). Such mediation shall commence as soon as practicable. If mediation fails to resolve the grievance, the parties may then proceed to Step Number 5, within thirty (30) calendar days of the mediation or mediator's recommendation.

#### Step Number 5

- A. If the grievance is still unresolved after mediation, arbitration may 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 324 representative shall be present. The grievant and not more than two (2) 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.

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, 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, with or 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.

Operating Engineers and Chief Operating Engineers who are displaced by the closing of the Frank Murphy facility shall be granted seniority in the Buildings Division under this section and under 18.03 as of the date of their transfer however, no employee newly hired or transferred to the bargaining unit between 1/1/2023 and the date of the current Frank Murphy Operators moving to the Buildings Division shall have higher seniority than the current bargaining unit members (inclusive of the current apprentices). In this case, all Frank Murphy Operators will be granted a seniority date under this and 18.03 of the day prior to the new hire or transfer in date.

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 324 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 324 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 workdays 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 shall, upon written request, be furnished an up-to-date copy of such seniority list including name, date of hire, classification, and rate of pay, once every six (6) months.

18.13

In the event of a tie in seniority, the tie shall be broken by the last four (4) digits of the employee's Social Security number, the 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 (2) week notice prior to the effective date of layoff, but not less than seven (7) calendar days. The Union shall be issued 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 1,040 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 any time 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 1,040 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 1,040 hours.

20.13

Only time actually worked in the class that the employee is paid shall count towards the 1,040 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 six (6) months 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

Effective January 1, 2020, employees hired on or after the effective date of the 2011-2014 CBA shall accrue vacation leave in accordance with the same schedule as employees hired before the effective date of the 2011-2014 CBA. Vacation leave shall be earned as follows:

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

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. Vacations not scheduled in this manner will, subject to Section 22.12, be granted on a first-come, first-serve basis and will require a minimum of three (3) business days' notice, except for requests made on an emergency basis. Vacation requests for three (3) or more consecutive days will require a minimum notice of ten (10) business days.

#### 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 I:

Payment of sick time at eighty percent (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 seventy-five percent (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 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 sick leave on the third payroll check of any month or earn more than the equivalent of two (2) pay periods worth of eligible sick 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. Fifty percent (50%) of value upon termination;
2. Seventy-five percent (75%) of value upon retirement; and
3. One-hundred percent (100%) of value upon death.

However, none of the payout 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) calendar year and who has not taken more than five (5) days of sick leave in that 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.

## 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 and 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 an additional extension not to exceed a total leave without pay of twelve (12) 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. Juneteenth\*
5. Independence Day
6. Labor Day
7. Columbus Day\*\*
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. New Year's Eve
13. State and National General Election Days
14. Three (3) Swing Holidays

Beginning in calendar year 2024, this bargaining unit shall recognize Juneteenth/Freedom Day\* as a paid holiday and no longer recognize Columbus Day\*\* as an approved/paid holiday.

All full-time employees of record who have completed one (1) year of service with the County 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 observed during the week between Christmas and New Year's Day, provided that staffing requirements will continue to apply, and further, that no adverse impact on operations will result.

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.

### **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/shifts on as many service days within the limits of reasonable operating procedures.

The term "shift" referred to in this article, will be determined by its starting time.

1. First Shift shall be any shift that starts between 6:00 a.m. and 8:00 a.m.
2. Second Shift shall be any shift that starts between 2:00 p.m. and 4:00 p.m.
3. Third Shift shall be any shift that starts between 10:00 p.m. and 12:00 a.m.

Start times shall not be changed without one (1) week notice.

The County may implement a 24/7 operation for this bargaining unit at its discretion, provided a ninety (90) day notice is given to the Union. If the County so exercises its discretion, the provisions of Article 27.13 and Article 27.14 shall change as follows:

27.13 -- Employees covered by this Agreement who work on the sixth (6<sup>th</sup>) day 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 the seventh (7<sup>th</sup>) day shall be paid ninety-five cents (\$.95) per hour in addition to their basic hourly rate.

### **27.04**

Sixth (6<sup>th</sup>) Day -- The first scheduled "off day" within the payroll workweek shall be designated as the sixth (6<sup>th</sup>) day.

### **27.05**

Seventh (7<sup>th</sup>) Day -- The second scheduled "off day" within the payroll workweek shall be designated as the seventh (7<sup>th</sup>) 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 (6<sup>th</sup>) 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. (See Article 27.03 for potential changes)

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. (See Article 27.03 for potential changes)

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 twenty-four (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. Only one employee will be called for such assignments unless the actual work to be performed requires additional employees.

If a Foreman is called prior to the start of his regular work shift, regarding work or scheduling of work, he shall be paid one (1) hour of overtime. If work is required for more than one hour to be completed, the Foreman shall be paid for the overtime work completed but not more than four (4) hours. The work completed by the Foreman must be proven with sufficient evidence and

documentation of call log and/or documentation for being part of the servicing crew on the job site.

## **ARTICLE 28 -- INSURANCE PROGRAMS**

### **28.01 Medical Insurance**

#### **A. Language for Shop Option – no bank**

The County shall make a flat monthly contribution payment for each employee working under the terms of this Agreement. Payment shall be due no later than the last day of the month, two (2) months prior to the month for which coverage applies (in most cases, thirty-one (31) days prior to the coverage month).

The monthly contribution payment must be sent to:

Operating Engineers' Local 324 Health Care Plan  
550 Hulet Drive, Suite 104  
Bloomfield Township, MI 48302

Should an employee, on whose behalf payment is made, leave the company for any reason before the first day of the next month, the employer shall notify the Health Care Plan Office within three (3) business days (unless there are not three (3) business days left in the month, then the employer must notify the Health Care Plan Office immediately). The employer would then receive a full refund of the payment, and coverage for the employee would be terminated.

The employer shall report and pay the monthly contribution payment for all new hires or employees recalled from layoff within three (3) business days. Coverage will commence on the first day of the month as long as the employer has paid the required monthly contribution.

Full monthly contribution payments must be made regardless of the amount of time the employee works. Partial payments or prorated payments are not permitted. Coverage for new hires will start the first of the month following sixty (60) days of employment.

The Union will provide new monthly illustrative rates or premiums to the Employer no later than three (3) months prior to the effective date.

Effective January 1, 2024, employees will be required to contribute twenty percent (20%) toward the cost of the premiums/illustrative rates for the medical insurance provided pursuant to this CBA. Between the effective date of this Agreement and January 1, 2024, employees will contribute the same amount that they have been contributing during calendar year 2023.

Contributions shall be deducted out of the first two (2) pays of each month.

Employees on any type of leave of absence who are eligible to continue enrollment in an Employer-sponsored healthcare plan shall be required to make the monthly contribution in order to maintain enrollment in the plan.

- B. Full monthly contribution payments must be made regardless of the amount of time the employee works. Partial payments or prorated payments are not permitted. Coverage for new hires will start the first of the month following sixty (60) days of employment.

#### **28.02      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.

#### **28.03      Vision Benefits**

- A. The Employer shall provide full-time active employees with a self-insurance optical reimbursement program with a \$175 maximum benefit for each active employee and family members eligible for medical coverage ("Optical Program") at the Employer's expense. Benefits will be restored every two (2) years on October 1 of each odd-numbered year. Once participation in this program is elected, the enrollment shall be maintained for a minimum of two (2) years. After the two (2) year period, the employee may elect another vision/optical program, subject to the same two (2) year period requirement. Full-time active employees have vision insurance coverage for themselves and their eligible dependents.
- B. During open enrollment, instead of participation in the Optical Program, full-time active employees have the option of selecting vision insurance coverage for themselves and their eligible dependents as offered by the Employer. Vision exams will be covered under the Employee's medical insurance plan once every twenty-four months with a \$10 co-pay.
- C. Frames, lenses, or contact lenses shall be covered under the available vision insurance plan selected by the Employee, as set forth in Appendix A once every twenty-four (24) months under a vision benefit plan at the levels provided.
- D. Once participation in a vision insurance plan providing benefits on a twenty-four (24) month cycle is elected, the enrollment shall be maintained for a minimum of two (2) years. After the two (2) year period, the employee may elect a different vision insurance plan during the next available open enrollment period.

**28.04 Dental Insurance**

Payment for dental coverage is included within the County's payment to Operating Engineers' Local 324 Health Care Plan in accordance with Section 28.01 A. (Appendix A)

**28.05 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.

**28.06 Life Insurance**

The Employer shall pay the full premium for \$25,000.00 of group life insurance for each full-time permanent employee within the Bargaining Unit.

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

The Employer shall provide \$5,000.00 of life insurance to employees that retire from this bargaining unit on or after the effective date of this contract. This benefit shall sunset after September 30, 2025. All employees retiring after September 30, 2025 shall not be eligible for this benefit.

**28.07**

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.

**28.08 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.

**28.09**

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.

**28.10**

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 Workers' Compensation Bureau.

28.11

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

28.12

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%).

28.13

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

**28.14 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 \$2,600.00 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.

28.15

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.

28.16

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*, as amended, which is incorporated by reference.

28.17

The County's contribution to monthly premiums for healthcare pursuant to 28.01, as well as optical and life benefits, will continue while on long-term disability for up to twelve (12) months.

28.18

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.

#### **28.19           Optional Insurance**

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

#### **28.20           Legislative Compliance**

The terms and conditions of this Article are intended to comply with all applicable laws and regulations. If any of the terms or conditions herein result in or become incompatible with applicable law, appropriate adjustments will be made to result in compliance.

The parties recognize that the employee cost sharing terms contained in this collective bargaining agreement ("Agreement") cannot be inconsistent with the employee cost sharing mandate specified in the Public Funded Health Insurance Contribution Act (Public Act 152 of 2011, or "Act"). Accordingly, if during the term of this Agreement the County determines that the aggregate employee cost sharing for any plan year is to fall short of the mandate specified in the Act, it shall have the right, upon providing thirty (30) calendar day notice to employees, to adjust employee cost sharing and/or contribution amounts to bring the County into compliance with the Act. Moreover, the County shall retain the unilateral right to elect on an annual basis between the hard cap or 80/20 provision, as so provided under sections 3 and 4 of the Act. The County shall also retain the exclusive right to pursue a prescription drug cost containment program under Sec. 340(B) of the Public Health Service Act.

### **ARTICLE 29 -- RETIREMENT**

#### **29.01           General Provisions**

- A. The detailed provisions of the Wayne County Employees' Retirement System control except where changed or amended below.
- B. Each employee shall participate in a retirement plan offered by Wayne County. Maximum retirement benefit provisions for each plan remain unchanged from those in the prior agreement between the parties that expired on September 30, 2014.
- C. Employees participating in a retirement plan offered by Wayne County must meet all age and service requirements of the Retirement Plan at the time of retirement and have twenty-five (25) or more years of credited service within five (5) years of October 1, 2015, to be eligible for post-retirement health care stipends as provided in Appendix B. Retiree healthcare stipends will be determined pursuant to the healthcare eligibility provisions contained in the settlement in *Hugh MacDonald, et al v County of Wayne*, Circuit Court Case No. 09-031117 ("*MacDonald*"). Purchased years shall be treated as years of credited service under these provisions.
- D. The Hybrid Retirement Plan 5 is mandatory for all employees hired, re-employed, re-instated, or rehired on or after October 1, 2001.

- E. Change in Pension Multiplier. Any multiplier exceeding 1.25%, for purposes of determining retirement compensation in the County's defined benefit plans shall be reduced to 1.25% of average final compensation ("AFC") for all years of credited service accrued after October 1, 2015.
- F. For all retirements effective on or after October 1, 2015 regardless of plan, AFC shall be equal to the average of the last ten (10) consecutive years of compensation while a member of the Retirement System and shall only include base wages. Overtime, holiday premium pay, sick leave, and vacation leave banks shall not be used to calculate AFC.
- G. For all participants, regardless of retirement plan, ten (10) years of service are required before retirement benefits become vested.
- H. Normal Retirement, regardless of retirement plan, shall mean sixty-two (62) years of age, with a transition period for active employees as of October 1, 2015, as follows:

Age as of 10-01-2015	Normal Retirement Age
61 years	60 years
60 years	60 years
59 years	60 years and three months
58 years	60 years and six months
57 years	60 years and nine months
56 years	61 years
55 years	61 years and three months
54 years	61 years and six months
53 years	61 years and nine months
52 years	62 years

Deferred vested retirement shall be available to participants who have accrued ten (10) years of service and payable at age sixty-five (65).

In addition, Early Retirement is available to participants aged fifty-five (55) years who have accrued thirty (30) or more years of service, with true actuarial reduction, the methodology of which and assumptions used to determine shall be approved by the County. No pension payments, as to benefits accrued after September 30, 2015, are allowed to participants below age fifty-five (55). Terminated employees may not avail themselves of these early retirement provisions and must wait until age sixty-two (62) for normal retirement.

All benefits accrued prior to October 1, 2015, regardless of plan, shall be paid pursuant to the eligibility age and service requirements found in the collective bargaining agreement expiring September 30, 2015. For example, an employee with twenty-nine (29) years of service as of September 30, 2015 can, on September 30, 2016, pursuant to thirty (30) years of service, retire and is eligible to receive benefits accrued as of September 30, 2015, i.e., twenty-nine (29) years pursuant to the multiplier



in effect at that date and receive one year (the last year) upon turning sixty-two (62).

The maximum duty-disability benefit that may be received by any employee shall not exceed sixty percent (60%) of the employee's AFC.

- I. Benefit accruals for bargaining unit members with respect to service rendered prior to October 1, 2015, will be frozen based upon a member's years of service, Average Final Compensation ("AFC") (which shall not include unused sick leave or vacation leave banks), eligibility, and pension multiplier formulae ("Frozen Accrued Benefit"). Service earned after October 1, 2015 shall be credited to a member solely for the purposes of determining the member's vesting in and eligibility for payment of his or her calculated accrued benefit.

For example, an employee retires out of Plan 6 at age fifty-five (55) with twenty-five (25) years of service on October 2, 2017. The first twenty-three (23) years of service shall be computed pursuant to the present provisions, i.e., the best five (5) out of the last seven (7) years of compensation. (Average of the best five (5) of the last seven (7) years of compensation x 2.5% x 23.) The last two (2) years would be computed by multiplying 1.25% x the two (2) years of service times the average base wage rate for the last ten (10) years. Wages shall mean wages actually paid.

- J. The Employer reserves the right to place any employee hired after October 1, 2015, into Defined Contribution Plan 4. If an employee is placed into Defined Contribution Plan 4, that employee will only accrue benefits pursuant to the applicable provisions of that Plan. Benefit accruals for such bargaining unit members with respect to the date of implementation of this change would be frozen based on years of service accrued under their old benefit plan(s).

Example: A bargaining unit member is forty-nine (49) years old, in Plan 5, and is hired on October 1, 2015. After five (5) years, he is placed into Defined Contribution Plan 4. As of October 1, 2020, the bargaining unit member will have five (5) years in Plan 5. The next five (5) years in Plan 4 will apply to satisfy the eligibility requirement of ten (10) years for a deferred vested pension payable at age sixty-five (65).

Employees who render ten (10) or more days of service in a calendar month shall be credited with service for that month. The Retirement Commission may credit a full year of service to a member who renders at least 10/12 of a year of credited service during a calendar year. No more than one (1) year of service credit may be credited in any one calendar year.

- K. Other than as provided in Section C herein, effective as of October 1, 2015, bargaining unit members, shall not be eligible to receive any County funded health care upon retirement, nor will bargaining union members, including but not limited to those enrolled in the Health Care Retirement

Trust be offered the right or opportunity to purchase coverage under the County's group plans.

- L. Unless otherwise specified, the terms and conditions of each Retirement Plan as indicated in the following provisions are effective October 1, 2015.
- M. No provision in this Agreement is intended to reduce accrued pension benefits that were earned prior to the effective date of this Agreement.
- N. Regarding deferred retirement, vesting for all defined benefit plans shall occur 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 payment of retirement benefits shall begin at age sixty-five (65).
- O. Part-time employees shall be excluded from the retirement system.

#### **29.02 Defined Benefit Plan 1**

For employees who are members of Defined Benefit Plan 1, the detailed provisions of Wayne County Employees' Retirement System shall control except as specified above or where changed or amended below. Defined Benefit Plan 1 is unavailable to new members.

- A. Effective October 1, 2015, the amount of normal retirement compensation shall be equal to the sum of one and one-quarter percent (1.25%) of AFC for all years of credited service accrued on or after October 1, 2015.

Employee contributions to the Retirement System under this Plan shall be six percent (6%) on the first \$52,155.00 of base wages annually, and seven percent (7%) of base wages exceeding \$52,155.00 annually. Employee contributions shall apply to fund benefits accrued after the date of October 1, 2015.

- B. For retirements effective on or before October 1, 2015, Average Final Compensation shall be calculated as the average of the last consecutive ten (10) years of compensation and shall include only base wages.
- C. Non-Duty Disability – Ten (10) or more years of credited service.
- D. Duty Disability
  1. Receipt of Worker's Compensation for injury related to disability.
  2. May be reduced by amount of Long Term Disability Plan payments.
  3. The maximum duty-disability that may be received by any employee under Defined Benefit Plan 1 shall not exceed

sixty percent (60%) of the employee's AFC as defined herein.

4. Once an employee has elected to withdraw from Defined Benefit Plan 1, that employee may not return to Plan 1.

#### 29.03 **Defined Benefit Plan 2**

For employees who are members of Defined Benefit Plan 2, the detailed provisions of the Wayne County Employees' Retirement System shall control except where changed or amended below. Defined Benefit Plan 2 is unavailable to new members.

- A. The amount of retirement compensation shall equal one percent (1%) per year times average final compensation for the first 20 years, and one-and one-quarter percent (1.25%) per year times average final compensation for all years of service over twenty (20) years.
- B. Compensation does not include payouts of sick annual leave or holiday banks unless expressly provided for in this Agreement.
- C. Vesting shall occur after ten (10) years of credited service.
- D. There is no employee contribution.
- E. Non-Duty Disability --
  1. Requires ten (10) or more years of credited service.
  2. Benefits may be reduced by the amount of Long-Term Disability Plan payments.
- F. Duty Disability --
  1. Eligible employees in Defined Benefit Plan 2 shall receive a duty disability retirement benefit which will equal 60% of the employee's average final compensation.
  2. Worker's Compensation benefits for injury related to disability may be reduced by the amount of Long-Term Disability Plan payments.
- G. Once an employee has elected to withdraw from Defined Benefit Plan 2, that employee may not return to Plan 2.

#### 29.04 **Defined Benefit Plan 3**

- A. Effective October 1, 2015, the amount of normal retirement compensation shall be equal to the sum of one and one-quarter percent (1.25%) of AFC for all years of credited service accrued on or after October 1, 2015.
- B. Member Contribution - The employee contribution shall be six percent

(6%) on the first \$52,155.00 of base wages annually, and seven percent (7%) of base wages exceeding \$52,155.00 annually. Employer contributions shall apply to fund benefits accrued after the date of October 1, 2015.

C. Non-Duty Disability --

1. Requires ten (10) or more years of credited service.
2. Benefits may be reduced by the amount of Long-Term Disability Plan payments.

D. Duty Disability --

1. Eligible employees in Defined Benefit Plan 3 shall receive a duty disability retirement benefit which will equal 60% of the employee's average final compensation.
2. Worker's Compensation benefits for injury related to disability may be reduced by the amount of Long-Term Disability Plan payments.

E. Purchasing Credited Service

Employees in Plan 3 may purchase, at total actuarial cost, years of credited service earned by the employee while employed with a previous governmental Employer, not to exceed the total number of years earned with that Employer.

29.05 **Defined Contribution Plan 4**

- A. Effective October 1, 2015, all employees who elect the Defined Contribution Plan 4 shall contribute four percent (4%) of gross wages annually to the plan.
- B. Effective October 1, 2015, the Employer shall contribute ten percent (10%) of an employee's annual gross wages to the plan.
- C. Effective beginning December 1, 1997, employees may contribute an additional seven-and-one-half percent (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 \$30,000.00 annually, and must otherwise conform to Internal Revenue Service Rules and Regulations.
- D. Non-Duty Disability -- No Non-Duty disability retirement benefits available.
- E. Duty Disability -- Effective October 1, 2015, eligible employees may receive a duty disability retirement benefit in the form of an annuity purchased from available, vested Plan 4 contributions equal to sixty

percent (60%) 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.

- F. Once an employee has elected to withdraw from Defined Contribution Plan 4, that employee may not return to Plan 4.

#### 29.06 **Hybrid Retirement Plan 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 re-hired on or after October 1, 2001.
2. Employees shall also be allowed to make contributions to the contribution side of Plan 5 with no Employer match, subject to all IRS rules and regulations.
3. Once an employee elects to transfer to the Hybrid Retirement Plan 5, that employee may not return to his or her prior retirement plan.

B. Defined Benefit Provisions:

1. Average final compensation shall be equal to one and one-quarter percent (1.25%) of average final compensation for all years of credited service accrued after October 1, 2015.

Employees of record in Hybrid Plan 5 shall contribute six percent (6%) on the first \$52,155.00 of base wages annually, and seven percent (7%) of annual base wages exceeding \$52,155.00. Employee contributions shall apply to fund benefits accrued after the date of October 1, 2015.

2. For deferred retirement, vesting shall occur upon completion of ten (10) years of credited service payable at age 65.
3. 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 Hybrid Retirement Plan 5 duty disability benefit, including that received under Section 29.06 (C)(3) below, shall not exceed sixty

percent (60%) of the employee's average compensation as otherwise provided in Defined Benefit Plan 1.

4. Payments of workers' compensation benefits will be used to reduce an employee's retirement compensation. No age or service requirements apply.
5. 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.
6. 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 sixty-five (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.
7. 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.
8. Employees in the Hybrid Retirement Plan may purchase, at total actuarial cost, years of credited service earned by the employee while employed with a previous governmental Employer, not to exceed the total number of years earned with that Employer.

C. Defined Contribution Provisions:

1. All employees in the Plan 5 Hybrid Retirement Plan, may contribute two percent (2%) gross compensation to the plan at his or her option in accordance with all Internal Revenue Service (IRS) rules and regulations; however, on or after October 1, 2015 there will be no Employer contribution to any employee Defined Contribution Accounts. An employee shall be immediately vested in one hundred percent (100%) of his or her contributions.
2. 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.
3. Effective October 17, 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)(3) above, shall not exceed sixty percent (60%) 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 Retirement Plan 6

- A. Effective on the date the Wayne County Executive executed the 2008-2011 collective bargaining agreement (October 3, 2009), the County of Wayne established 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.
- B. The defined benefit side multiplier for all years of credited service shall be one and one-quarter percent (1.25%) of Average Final Compensation as defined herein for all years of credited service accrued after October 1, 2015.
- C. Employees of record in Hybrid Plan 6 shall contribute six percent (6%) on the first \$52,155.00 of base wages annually, and seven percent (7%) of annual base wages exceeding \$52,155.00. Employee contributions shall apply to fund benefits accrued after the date of October 1, 2015.
- D. Employees shall also be allowed to make contributions to the defined contribution side of Plan 6 with no Employer match, subject to all IRS rules and regulations.
- E. Once an employee elects to transfer to the new Retirement Plan 6, that employee may not return to his or her prior Retirement Plan.
- F. 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 sixty percent (60%) of the employee's average compensation as otherwise provided in Defined Benefit Plan 1.

- G. 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 No Retroactive Increase in Accrued Financial Benefits**

No improvement or increase in retirement benefits shall retroactively increase any participant's accrued financial benefit earned through the date of such modification.

**29.09 Purchase of Military Service**

- A. All employees may purchase up to a total of six (6) years of 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.
- B. The Wayne County Employees' Retirement System Retirement Commission shall establish rules for implementation of this Section.

**29.10 Disability Retirement**

The Director of Personnel/Human Resources shall have the authority to file a written application for disability retirement on behalf of any employee permanently or indefinitely disabled. The provisions of Wayne County Retirement Ordinance shall continue to apply.

**29.11 Post-Retirement Health Care Benefit Trust**

- A. **Elimination of Employee Health Care Benefit Trust.** Effective October 1, 2015, neither employees nor the Employer may make contributions to the Trust. As a result, employees will no longer accrue, subject to vesting, any additional contributions from the Employer. However, future service shall be credited towards any and all vesting requirements under the plan. For example, an employee with four (4) years of service has received \$20,000.00. If that employee remains at the County for an additional six (6) years, those six (6) years shall count towards complying with the ten (10) year vesting requirement for distribution of fifty percent (50%) of employer contributions, along with all interest accrued on that amount.
- B. Fund distributions from the Trust will be subject to all applicable Internal Revenue Service rules and regulations.



29.12            **Changes in Composition of the Wayne County Employees' Retirement System Retirement Commission**

The Wayne County Employees' Retirement System Retirement Commission ("Retirement Commission") shall consist of the following ten (10) individual trustees:

- A.     The chairperson of the County Commission.
- B.     A trustee chosen by the CEO, subject to approval by a majority of the County Commission who is neither a participant in the plan or an employee of the County.
- C.     The County Executive or his or her designee.
- D.     Two (2) trustees appointed by the County Executive, neither of whom is a participant in the plan or an employee of the County, and each of whom must be either a licensed or certified professional in investment or finance or otherwise have an educational background and proven experience in municipal finance.
- E.     Three (3) members of the Retirement System who are residents of the County to be elected by the members of the Retirement System. Each member trustee shall be from a different County department, as provided in the County Charter of January 1, 1987. The elections shall be conducted in accordance with procedures adopted by the Retirement Commission.
- F.     One retired member who is a resident of the County to be elected by the retired members and beneficiaries. The election shall be conducted in accordance with procedures adopted by the Retirement Commission.
- G.     10<sup>th</sup> Trustee. An additional 10<sup>th</sup> trustee who shall not be a participant in the plan or employed by the County in any capacity shall be selected by the County Executive's Office, subject to approval by a majority vote of the Retirement Commission Board of Trustees, and is a licensed or certified professional in investment or finance. Such trustee shall serve as a full member of the Retirement Commission Board of Trustees and vote on any and all matters considered by the Commission. The term for this trustee shall be three (3) years.

29.13            **IUOE Central Pension Fund**

The County agrees to pay to the International Union of Operating Engineers' Central Pension Fund, on behalf of each employee covered by this agreement the following:

The County will contribute two dollars (\$2.00) per hour for each employee, on gross wages, for each hour worker worked or paid on the first 2080 hours in a contract year.

The payments shall be used by the International Union of Operating Engineers Central Pension Fund to provide retirement benefits for eligible employees in accordance with the plan of said pension fund, as determined by the trustees of said pension fund, to be applied to the eligible employees based on the amount of employer contribution.

The employer hereby agrees to become a party to the Agreement and Declaration of Trust, establishing the said International Union of Operating Engineers and Participating Employers Pension Fund, and agrees to be bound by all the terms and provisions of said agreement, a copy of which is to be annexed to this collective bargaining agreement after it is executed.

It is understood and agreed that the pension plan referred to herein shall be one that qualifies for approval by the Internal Revenue Service of the United States Treasury Department, so as to allow the employer an income tax deduction for the contributions paid hereunder.

Reports and remittances to the Internal Union of Operating Engineers Pension Fund is due and payable not later than the fifteenth (15th) day of the month following the month for which payment is made.

The parties shall execute all necessary documents to implement these provisions.

Contributions shall be sent to:

Central Pension Fund  
P.O. Box 418433  
Boston, MA 02241-8433

Other inquiries shall be sent to:

Central Pension Fund  
4115 Chesapeake Street, NW  
Washington, DC 20016  
Phone: 202-362-1000

Effective October 1, 2023, the provisions of Memorandum of Agreement 3 (included with this CBA for references purposes only) will no longer be applicable and this Article 29.13 shall return to being the operative and effective provision.

**29.14      Option to Transfer Full Administration of the Retirement System to  
MERS**

The County has, in its discretion, the right to transfer entire administration of the Wayne County Retirement System, including, but not limited to all defined benefit plans, investment, defined contribution plans, eligibility issues, non-duty and duty disability, to the Municipal Employees' Retirement System of Michigan (MERS).

## **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 UIA 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 AND PARKING**

### **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.

#### 32.05

Effective no later than October 1, 2023, the Employer shall provide parking for employees at the employees' primary work location at no cost to the employees.

### **ARTICLE 33 -- TUITION REIMBURSEMENT**

#### **33.01 Eligibility**

Tuition reimbursement will be provided for training necessary to maintain a license or permit required by law to perform mandated County functions. For all other courses, tuition reimbursement shall be determined in the sole discretion of the Employer. Additionally, the Employer shall provide for the reimbursement of annual fees solely associated with maintaining a license to perform mandated County functions.

- 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.
- D. Reimbursement shall be subject to availability of funding.

#### **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 stationery) 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.

### **33.06 IUOE Joint Apprenticeship Training Program ("JATF"):**

The Employer shall pay into the Operating Engineers' Joint Apprenticeship Training Program Fund ("JATF") the sum of ten cents (\$.10) per hour for each hour worked by employees under this Agreement. These contributions shall be computed on actual straight-time hours worked and shall be reported to the JATF.

Contributions shall be sent to:  
Operating Engineers Local 324 JATF, Inc.  
550 Hulet Dr., Suite 103  
Bloomfield Twp., MI 48302  
(248) 451-0324

Inquiries shall be sent to: Operating Engineers Local 324 JATF, Inc.  
275 E. Highland Rd.  
Howell, MI 48843  
(517) 546-9610

## **ARTICLE 34 -- UNIFORMS**

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.

## **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 employee's 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 324 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**

Effective upon approval by the Wayne County Commission, there shall be a four percent (4%) wage increase, effective on the first day of the first pay period after approval by the Wayne County Commission. Thereafter, there shall be wages increases of two-and-one-half percent (2.5%) effective October 1, 2023 and two-and-one-half percent (2.5%) October 1, 2024.

In the absence of any further written agreement of the parties, there shall be no additional wage adjustments or increases during the term of this Collective Bargaining Agreement, except as follows:

Upon application by the Union within ninety (90) days after a general wage increase takes effect upon Commission approval, if there still remains a four percent (4%) or larger difference in the wages between the County and substantively comparable positions on the outside, a one-point-five percent (1.5%) wage adjustment shall be made for the craft(s) within sixty (60) days. Outside wages to consist of base pay plus taxable Union dues; not to include special assessments or vacation or holiday pay. In order to establish the four percent (4%) difference, the Union must present four (4) collective bargaining agreements from within the Detroit Tri-County area.

Moreover, no provision herein shall be interpreted as tying bargaining unit members' wages or benefits, in any way whatsoever, with those received by other bargaining units unless otherwise and clearly stated in this Agreement.

#### **43.02 Direct Deposit**

Effective December 1, 2011, all employees in the bargaining unit will be subject to enrollment in direct deposit of payroll. Employees must complete the appropriate forms for the facilitation by the County of direct deposit.

#### **43.03 Retention Stipend**

Each member of the bargaining unit who is in active service and who has completed a minimum of one (1) year of service with the County as of April 1, 2022, shall receive a one-time, three-thousand five-hundred dollars (\$3,500.00) retention stipend. Said stipend shall not be included in average final compensation ("AFC") for pension calculation purposes and is not subject to pension contribution deductions. Employees may elect to receive this retention stipend as taxable income or to receive it remitted as pre-tax funds deposited into either a qualifying Health Savings Account ("HSA") or Deferred Compensation Plan account by the Employer. An election to remit such funds into the Employee's Deferred Compensation account must comply with established procedures for the contribution of funds into such account. Said retention stipend shall be due to eligible Employees, upon approval of this Agreement by the Wayne County Commission and execution by the Wayne County Executive and shall be paid not later than the third payroll period following such approval/execution.

### **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 Changes**

Unless this Agreement provides for an effective date for change in benefit levels, the effective date shall be October 1, 2015.

#### **44.03 Continuation of Memoranda of Agreement**

The parties agree that, so long as their implementation is not inconsistent with this Agreement, the following memoranda of agreement attached to the Agreement expiring September 30, 2014, along with Memorandum of Agreement 3, executed on March 27, 2017, remain in effect:

Memorandum of Agreement 1 -- Witness Fees  
Memorandum of Agreement 2 -- Union Representatives at Oral Examinations  
Memorandum of Agreement 3 -- Modification to Wage and Retirement Provisions  
Memorandum of Agreement 4 -- Refrigeration Equipment Mechanic Foreman and Chief  
Operating Engineer Differential

## Memorandum of Agreement 5 -- Retention Stipend

44.04

Except for Workers' Compensation claims, employees separating from County service by resignation, retirement, or discharge shall have one-hundred and eighty (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 Workplace 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.
  4.     Random Testing -- The Employer may conduct random drug testing of employees who regularly operate motor vehicles during work hours in the performance of their assigned duties. Employees shall be selected for testing using a computer-based random lottery selection method or by any other method approved by the Employer. No employee shall be subject to random testing more frequently than three (3) times per calendar year, except pursuant to a Memorandum of Agreement or Last Chance Agreement.

5. In any instance when an Employee is involved in a motor-vehicle accident, physical confrontation, or other incident while on duty resulting in any serious injury to persons or property the Employee shall submit to drug testing at the direction of the Department.
6. 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.
7. 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

- A. Unless otherwise provided herein, the County shall adhere to the drug testing procedures and methodologies established by the U.S. Department of Transportation (49 CFR Part 40).
- B. In determining whether a drug test result is positive, the laboratory shall use the following cut-off levels:

	Initial Test <u>Level</u>	Confirmatory Test <u>Level</u>
1. Amphetamines	1000 ng/ml	500 ng/ml
2. Barbiturates	300 ng/ml	200 ng/ml
3. Cocaine Metabolite	300 ng/ml	150 ng/ml
4. Marijuana Metabolite	100 ng/ml	15 ng/ml
5. Opiates	300 ng/ml	300 ng/ml
6. Phencyclidine (PCP)	25 ng/ml	25 ng/ml

- C. The Employer shall have the unilateral right to change test cut-off levels in order to be in compliance within minimum standards which have been established by the U.S. Department of Transportation. The Employer shall also have the unilateral right to change the methodology for conducting the initial test and/or confirmatory test conducted by a laboratory, provided the methodology is a methodology approved by the U.S. Departments of Health and Human Services and/or Transportation.
- D. If the testing 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;
  3. The cut-off level of the methodology employed.

- E. 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 in the Collective Bargaining 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.

**46.07**

The County will continue to administer and apply the alcohol and alcohol testing procedures and policies as set forth in the Policies and Rules of Conduct of the County.

**ARTICLE 47 -- STATUTORY EMERGENCY MANAGER**

In accordance with MCL 423.215 (7), an emergency manager may be appointed under the Local Financial Stability and choice Act, 2012 PA 436, who will have the authority to reject, modify, or terminate the collective bargaining agreement, as provided in the Act. The parties further recognize that inclusion of the provision in the parties' agreement is required by the Act and is otherwise a prohibited subject of bargaining.

## **ARTICLE 48 -- TERMINATION**

### **48.01            Ratification of Agreement**

This Agreement shall become effective as of the first day of the first full pay period following Commission approval after receipt by the County from the Union of written notice that this Agreement has been ratified by the Union.

### **48.02            Expiration Date**

This Agreement shall continue in full force and effect until 11:59 p.m., September 30, 2025.

### **48.03            Notice to Modify, Amend, or Terminate**

This Agreement shall continue in effect for successive yearly periods after September 30, 2025, unless notice is given in writing by either party at least sixty (60) days prior to September 30, 2025, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement.


### **48.04            Addressing of Notice**

Notice shall be in writing and shall be sufficient if sent by mail to Local 324, International Union of Operating Engineers, 500 Hulet Drive, Bloomfield Township, Michigan, 48302, or to such other address as the Union shall furnish in writing to the County. Notice shall be in writing and shall be sufficient if sent by mail to Wayne County, Department of Human Resources, Labor Relations Division, 500 Griswold, 9th Floor, Detroit, Michigan 48226, or to such other address as the County shall furnish in writing to the Union.

**FOR THE UNION:**

  
Douglas W. Stockwell, Business Manager  
I.U.O.E. Local 324

Date: 8.30.23

  
Kenneth Dombrow, President  
I.U.O.E. Local 324

Date: 8.30.23


  
Chad Lynch, Recording-Corresponding  
Secretary  
I.U.O.E. Local 324

Date: 8.30.23


  
Diane Pizzo, Supervisor  
I.U.O.E. Local 324 Healthcare Plan

Date: 7/30/23

**FOR THE COUNTY:**

  
Matthew A. Carmona, Interim Director of  
Labor Relations

Date: 08/31/2023

  
Warren C. Evans  
Wayne County Executive

Date: 09-13-2023

**APPROVED BY:**

Wayne County Commission

Resolution Number: 2023-618

Date: 09-07-2023

**MEMORANDUM OF AGREEMENT 1**  
**between**  
**THE COUNTY OF WAYNE, MICHIGAN**  
**and**  
**INTERNATIONAL OPERATING ENGINEERS**  
**(I.U.O.E.) LOCAL 324**

**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:**

  
Douglas W. Stockwell, Business Manager  
I.U.O.E. Local 324

Date: 12/6/19

**FOR THE COUNTY**

  
Joseph P. Martinico, Director of Labor  
Relations

Date: 12/6/19



**MEMORANDUM OF AGREEMENT 2**  
**between**  
**THE COUNTY OF WAYNE, MICHIGAN**  
**and**  
**INTERNATIONAL OPERATING ENGINEERS**  
**(I.U.O.E.) LOCAL 324**

**RE: UNION REPRESENTATIVES AT ORAL EXAMINATIONS**


Local 324 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:**

  
Douglas W. Stockwell, Business Manager  
I.U.O.E. Local 324

Date: 12/6/19

**FOR THE COUNTY**

  
Joseph P. Martinico, Director of Labor  
Relations

Date: 12/6/19

**MEMORANDUM OF AGREEMENT 3**  
between  
**THE COUNTY OF WAYNE, MICHIGAN**  
and  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**(I.U.O.E), LOCAL 324, AFL-CIO**

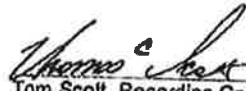
**RE: MODIFICATION TO WAGE AND RETIREMENT PROVISIONS**

In the interest of harmonious and peaceful labor relations for the benefit of the County, all its employees, and the International Union of Operating Engineers (I.U.O.E), Local 324, AFL-CIO ("the Union"), the Union and the County hereby agree to the following:

1. The present collective bargaining agreement ("CBA") between the parties, approved by the Wayne County Commission on October 1, 2015, provided for a wage reduction of five percent (5%) for a period of two (2) years in Article 43.01.
2. The parties agree to eliminate 43.01 and that bargaining unit members shall receive no wage reduction for the duration of this CBA.
3. The County and the Union originally had agreed that, *inter alia*, the County would pay to the Union's Central Pension Fund ("Pension Fund"), two dollars (\$2.00) per hour for each employee, on gross wages, for each hour worked or paid, not to exceed the first 2080 hours in a contract year.
4. The County and the Union now agree that the County pay to the Pension Fund, as indicated in paragraph 3 above, retroactive to October 1, 2015, for the following four (4) bargaining unit members only:  
  
Paul Ursul  
David Voydanoff  
Leo Duquette  
Gary Roberts
5. The payments shall be used by the Pension Fund to provide retirement benefits for these four (4) employees in accordance with the plan of the Pension Fund to be applied to them.
6. These contributions shall be payable not later than the 15<sup>th</sup> day of the first full month following Commission approval.
7. The provisions in paragraphs 3, 4, 5, and 6 shall apply to these four (4) bargaining unit members only, not to any other present members of the bargaining unit or any future members of the bargaining unit in the absence of further agreement by the parties.
8. The provisions in the paragraphs 3, 4, 5, and 6 herein shall survive the expiration of the CBA to remain in effect until the date that the last of these four (4) either retires or otherwise separates from the County, whichever is earlier.

9. The County will contribute two dollars (\$2.00) an hour for each employee other than the four referenced in paragraph 4 on gross wages for each hour worked or paid, not to exceed the first 2,080 hours in any contract year, into the Union's I.U.O.E. Defined Contribution Fund, Local 324 Retirement Trust Fund (401A), retroactive to October 1, 2015. The County shall not be liable for any amounts in excess of the rate and hours contained in this paragraph.
10. These contributions shall be payable not later than the 15<sup>th</sup> day of the first full month following Commission approval.
11. The County agrees to be bound by provisions in the Plan Documents, Agreements, and Declarations of Trust not inconsistent or otherwise not in conflict with the provisions in paragraph 9.
12. The parties shall execute all the necessary documents to implement these provisions.
13. Eligible employees under Section 11.02 of the Plan Document shall be defined as bargaining unit members and/or participants at the time the request for the information is made or in the preceding year. The Employer shall provide the compensation of each eligible employee received from the Employer during the immediately preceding year. The Employer need not provide information for employees who are not eligible as defined in this paragraph.
14. The Employer agrees to contribute the amounts in paragraph 9 by sending same to:  
  
Comerica Bank, I.U.O.E. Local 324 Retirement Trust Fund  
P.O. Box 875023  
Detroit, MI 48287-5023
15. This agreement supersedes the provisions in Sections 29.13 and 43.01 in the CBA between the parties effective October 1, 2015, and any and all obligations of the parties under those provisions are eliminated and replaced with those contained herein. The parties hold each other harmless and discharge each other from any obligations under any provisions contained therein.
16. The Union and the County agree not to cite or use this agreement in any other proceeding except as may arise from application or enforcement of this agreement.
17. This agreement is without precedent or other evidentiary value except as to the enforcement of the terms of this particular agreement.

**FOR THE UNION**

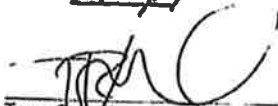
  
Tom Scott, Recording Corresponding  
Secretary  
I.U.O.E. Local 324, AFL-CIO

Date: 2-9-17

**FOR THE COUNTY**

  
Kenneth Wilson, Director of Labor  
Relations

Date: 3/27/17

  
Tony Saunders, Chief Restructuring  
Officer

Date: 3/2/17

**MEMORANDUM OF AGREEMENT 4**  
**between**  
**THE COUNTY OF WAYNE, MICHIGAN**  
**and**  
**INTERNATIONAL OPERATING ENGINEERS**  
**(I.U.O.E.) LOCAL 324**

**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:**

  
Douglas W. Stockwell, Business Manager  
I.U.O.E. Local 324

Date: 12/16/19

**FOR THE COUNTY**

  
Joseph P. Martinico, Director of Labor  
Relations

Date: 12/16/19

**MEMORANDUM OF AGREEMENT 6**  
between  
**THE COUNTY OF WAYNE, MICHIGAN**  
and  
**INTERNATIONAL OPERATING ENGINEERS**  
**(I.U.O.E.) LOCAL 324**

**RE: RETENTION STIPEND**

Not later than ninety (90) days following approval of this agreement by the Wayne County Commission, each employee who is in active service and who has completed at least one (1) year of service with the County as of January 1, 2020, shall, on a one-time basis, receive a one-thousand dollar (\$1,000.00) retention stipend. Such stipend shall not be included in final average compensation and shall not be subject to pension/retirement contributions.

**FOR THE UNION:**

  
Douglas W. Stockwell, Business Manager  
I.U.O.E. Local 324

Date: 12/6/17

**FOR THE COUNTY**

  
Joseph P. Martinico, Director of Labor  
Relations

Date: 12/6/19



**OPERATING ENGINEERS 324**  
Douglas W. Stockwell - Business Manager

**Memorandum of Agreement  
between  
The County of Wayne, Michigan  
and  
International Union of Operating Engineers (I.U.O.E.) Local 324**

**Re: Article 28 -- Insurance Programs**

The monthly payment rate schedule is as follows:

October 1, 2023 – September 30, 2024 - \$1,276.80 per mo.  
October 1, 2024 – September 30, 2025 - \$1,352.40 per mo.

**For the Union**

**Date**

8-30-23

**For the County**

**Date**

8-30-2023

# **APPENDIX A**



## Vision Plan – Heritage Vision

Service	Heritage Vision Base Plan	Heritage Vision Enhanced Plan
Monthly Employee Contributions		
Single	Covered by the County	\$0.81
Two-Person	Covered by the County	\$7.28
Family	Covered by the County	\$13.14
Benefits		
Benefit Frequency (exam, frames, and lenses)	Every 24 months	Every 12 months
Eye Exam	Covered 100%	Covered 100% after \$5 copay
Eyeglass Frames	\$75 retail allowance 20% discount applied to member's balance for frame amount exceeding \$75 allowance	\$130 Retail Allowance 20% discount applied to member's balance for frame amount exceeding \$130 allowance
Lenses (Per Pair): Choice of One (plastic or glass is covered)		
Single Vision Lenses	Covered 100%; no co-pay	Covered 100% after \$10 Copay
Bifocal Lenses		
Trifocal Lenses		
Lenticular Lenses		
Progressive Lenses		
Lens Options and Upgrades:		
Tint (one solid color tint allowed)	Covered 100%; no co-pay	Covered 100%; no co-pay
Other Lens Options: • Thinner Lenses • Scratch Coating • UV Coating • Anti-Reflective Coating • Transitions	20% Preferred Pricing Discount for all lens options and upgrades not covered by the plan	20% Preferred Pricing Discount for all lens options and upgrades not covered by the plan
Contact Lenses (instead of eyeglass frames and lenses): Benefit applies to contact lens exam, and cost of lenses and professional fitting		
Elective/Cosmetic Contact Lenses	\$100 retail contact allowance; no co-pay (You pay contact lens expenses over \$100)	\$130 Retail Allowance 10% discount applied to member's balance for frame amount exceeding \$130 allowance
Medically Necessary Contact Lenses	Covered 100%; no co-pay	Covered 100%; no co-pay

## Dental Plans – Delta Dental & Golden Dental

	Delta Dental EPO*	Delta Dental PPO**	Golden Dental Smile Guard	Golden Dental Radiant
<b>Monthly Employee Contributions</b>				
<b>Single</b>	Covered by the County	\$12.87	Covered by the County	\$33.21
<b>Two Person</b>	Covered by the County	\$43.24	Covered by the County	\$58.64
<b>Family</b>	Covered by the County	\$91.05	Covered by the County	\$90.08
<b>Amounts are What YOU Pay</b>				
<b>Annual Deductible</b>	\$0	\$0	\$0	\$0
<b>Diagnostic and Preventive Care (e.g., routine exams, cleanings, x-rays, fluoride treatment)</b>	\$0	\$0	\$0	\$0
<b>Basic Care (e.g., fillings, crowns, extractions)</b>	Not covered	\$0	50%	\$0
<b>Major Care (examples: root canals, bridges, dentures)</b>	Not covered	15%	70%	15%
<b>Orthodontic Care (children and adults) (e.g., braces)</b>	Not covered	50%	Covered up to \$1,800 for dependents up to age 19; \$1,500 for employee and spouse	\$1,250 copay; no benefit maximum

\*You must choose a primary care provider

- \*\* Benefits only provided for care received from in-network dentists, except for limited emergency care
- \*\* See any dentist. Benefits are greater if you see in-network dentists because they discount their fees

# **APPENDIX B**

**NON-MEDICAID/MEDICARE ELIGIBLE MONTHLY STIPEND SCHEDULE**

<b><u>ADJUSTED GROSS INCOME</u></b>	<b><u>STIPEND</u></b>
<b>RETIREE</b>	
Less than \$30,000	\$153.25
\$30,000 to \$45,000	\$306.51
\$45,000 or more	\$613.02
<b>RETIREE AND SPOUSE (OR ONE DEPENDENT)</b>	
Less than \$35,000	\$229.88
\$35,000 to \$65,000	\$459.76
\$65,000 or more	\$1,149.41
<b>FAMILY</b>	
Less than \$40,000	\$229.88
\$40,000 to 55,000	\$459.76
\$55,000 to \$70,000	\$613.02
\$70,000 or more	\$1,226.03

## **RESOLUTION**

No. 2023-618

By Commissioner Bell

RESOLVED, by the Wayne County Commission this 7th day of September, 2023 that approval be, and is hereby, granted authorizing a collective bargaining agreement between the Charter County of Wayne and the International Union of Operating Engineers, Local 324, as recommended by the Chief Executive Officer; and be it further

RESOLVED, that the term of the agreement is from September 18, 2023 through September 30, 2025, or for successive yearly periods after that unless notice is given in writing by either party at least 60 days prior to September 30, 2025, or any anniversary date thereafter, of its desire to modify, amend or terminate the agreement; and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to execute the aforementioned agreement on behalf of the Charter County of Wayne.

[Collective Bargaining Agreement on File]

(2023-43-038)