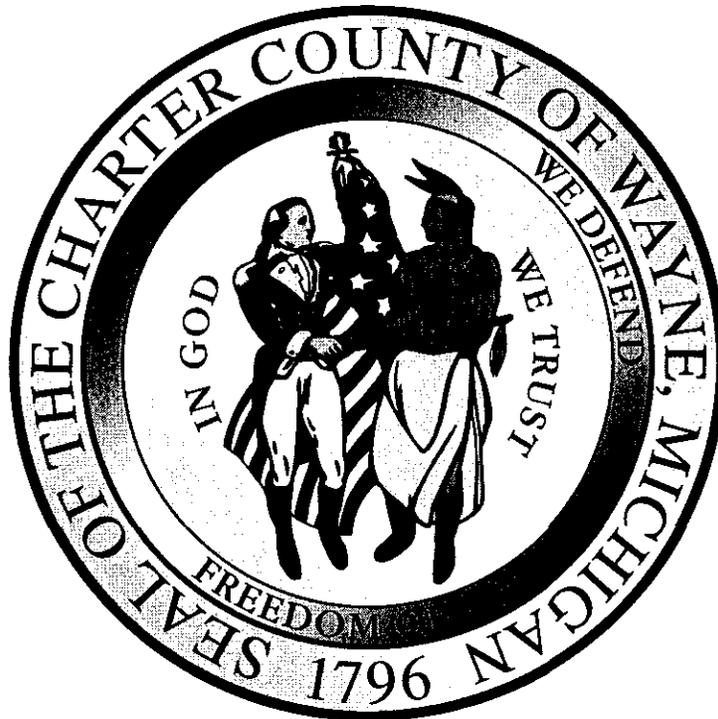


***COLLECTIVE BARGAINING AGREEMENT***

***BETWEEN***



***Robert A. Ficano***  
***County Executive***

***- AND -***

***MICHIGAN BUILDING & CONSTRUCTION***  
***TRADES COUNCIL***

***OCTOBER 1, 2008***  
***THROUGH***  
***SEPTEMBER 30, 2011***

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## **ARTICLE 1 – AGREEMENT**

### **1.01**

This Agreement is entered into between the County of Wayne, Michigan (hereinafter referred to as the "Employer"), and The Michigan Building and Construction Trades Council, AFL-CIO (hereinafter referred to as the "Union").

## **ARTICLE 2 – PURPOSE AND INTENT**

### **2.01**

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

### **2.02**

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

### **2.03**

Therefore, 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 further recognize that the Employer and the Union are legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment and to these ends agree that no persons shall be denied employment, or membership in the Union, nor in any way be discriminated against because of sex, age, race, color, creed, national origin, political or religious beliefs, disability, or marital status, and as otherwise provided by law.

## **ARTICLE 3 – RECOGNITION**

### **3.01**

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 rates of pay, wages, hours of employment and other conditions of employment as defined by the terms of this Agreement for those employees included in the designated bargaining unit.

### **3.02**

The bargaining unit shall consist of all employees of the Employer holding positions in classifications designated in Appendix A. New classes may be added thereto by agreement between the parties. Bargaining unit positions shall not be retitled for the purpose of removing same from the bargaining unit without prior agreement between the parties.

## **ARTICLE 4 – AID TO OTHER UNIONS**

### **4.01**

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

### **4.02**

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

## **ARTICLE 5 – UNION SECURITY**

## **5.01**

The Union Security provision under Article 5 shall not be operative as to any individual non-union member who contests this Article regarding the appropriateness of the amount of the service fees charged. If a non-union employee does contest the service fee charged, the Union must conduct an independent Union audit setting forth the different categories and components of its expenses in sufficient detail so that the contesting employee may be fairly apprised of the amount of dues that are solely attributable to the negotiation and administration of the contract.

## **5.02**

Such contesting non-union employees shall have a reasonable period to object to the allocation (i.e., fifteen days from receipt of audit). However, the amount of the service fees assessed shall continue to be deducted and shall be paid into an escrow account pending the resolution of such contest.

## **5.03**

The provisions of Article 5 shall continue as provided in the agreement as to all other non-contesting non-union members and all union members.

## **5.04**

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

- A. Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have been employed for a period of thirty (30) days after the effective date of this Agreement, shall commencing with the first biweekly payroll period thereafter and for the duration of this Agreement, pay to the Union a service charge in an amount equal to the regular monthly dues as a contribution toward the administration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have been employed for less than thirty (30) days, and employees hired, rehired, or transferred into the bargaining unit after the effective date of this Agreement, who do not make application for membership in the Union within thirty (30) days after completion of thirty days of service, shall commencing with the first biweekly payroll period thereafter and for the duration of this Agreement, pay to the Union the service charge

defined in (A) above. The provisions of this section shall also apply to all employees as defined in Article 3.02 provided that said employees shall not be required to comply until completion of ninety (90) days.

## **5.05**

Failure to comply with the provisions of Article 5.04 shall be cause for the termination of the employee.

## **5.06**

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

- A. The Union has first notified the Director of Labor Relations in writing that the employee has elected not to join the Union or pay the service charge, and is not in compliance with the provisions of this Article.
- B. Within ten (10) workdays from the date the Union notifies the Director of Labor Relations that the employee has elected not to join the Union, the Director of Labor Relations shall:
  - 1. Notify the employee of the provisions of this Agreement;
  - 2. Obtain the employee's response; and,
  - 3. Notify the Union of the employee's response.
- C. In the event the employee has neither joined the Union nor signed the "Authorization for Deduction of Service Charge" form after the above, the Union may proceed to request termination of the employee by written notice to the Director of Labor Relations, with a copy to the employee, registered mail, return receipt requested.
- D. Upon receipt of such written notice, the Director of Labor Relations shall within five (5) workdays notify the employee that unless there is immediate compliance, the employee will be terminated not later than the end of the next pay period.
- E. The employee shall then be terminated unless the employee can produce evidence of compliance.

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

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

## **ARTICLE 6 – PAYMENT OF UNION DUES**

### **6.01**

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

### **6.02**

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

### **6.03**

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

### **6.04**

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

## **6.05**

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

## **6.06**

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

# **ARTICLE 7 – PAYMENT OF SERVICE CHARGE**

## **7.01**

Employees who do not make application for membership in the Union as outlined in Article 5 shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

## **7.02**

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

## **7.03**

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

## **7.04**

The Union will defend, indemnify and save harmless the Employer from any and all

claims, demands, suits, and other liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

## **ARTICLE 8 – MANAGEMENT RIGHTS**

### **8.01**

The Employer possesses the exclusive right to manage the affairs of the County, including but not limited to the right to: establish starting and quitting times; 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.

### **8.02**

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

### **8.03**

It is expressly agreed that the County, when bidding on its own construction or renovation projects, may hire on a temporary basis, employees in classifications covered by this Agreement by requesting the Council to supply the needed work force.

The County shall pay directly to the Council or the appropriate local union on an hourly basis the prevailing fringe benefit rate for each employee so hired.

### **8.04**

It is further agreed that employees hired in the above manner are not employees of the County in the traditional sense, and that the County's sole liability, in addition to the direct payment to the employee of wages on biweekly basis, shall be statutory unemployment and workers' compensation benefits.

**8.05**

The Employer maintains the right to determine the level and manner of supervision necessary for all work performed. Accordingly, the Employer has the discretion to determine that adequate supervision includes occasions where a foreman explains a particular work assignment and provides the necessary materials prior to the commencement of the actual work.

**ARTICLE 9 – REPRESENTATION**

**9.01**

Each Craft Union of the Council shall be represented by a Steward. The steward shall be selected by the Union from among the full-time County employees of the craft. The Steward shall see that the provisions of this Agreement are observed by the parties hereto.

**9.02**

Stewards, during their work hours and without loss of compensation, may investigate and present grievances to the Employer. Before entering upon such Union business, stewards shall advise and receive approval from their supervisors. Approval for the steward to leave his job assignment for a reasonable period of time to complete his 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 processed in accordance with Article 10.

**9.03**

The Craft Unions will maintain an up-to-date listing of stewards and shall supply the Employer and the Labor Relations Division with a copy of the same.

**ARTICLE 10 – SETTLEMENT OF DISPUTES**

## **10.01**

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 its provisions, the parties shall act in good faith to properly resolve such differences in accordance with the following procedures. The grievance procedure contained in the Agreement shall be the exclusive grievance procedure for all members of the bargaining unit. Grievances involving disciplinary actions taken against an employee shall be initiated at the level of management causing the alleged grievance. However, oral and written reprimands shall not be subject to arbitration. If an employee elects to use the Michigan Veterans' Preference Act, the employee waives the right to proceed under this grievance procedure.

## **10.02**

An issue in dispute shall first be orally presented to management by the employee with the Union Steward, or by the steward acting alone but on behalf of the employee, within five (5) work days of its occurrence. This informal process will be used to encourage resolution of the matter. If the matter cannot be resolved, the following steps shall be used:

### **10.03      Step 1**

If the matter has not been resolved it shall be presented in writing by the Union Steward to the Division Head within ten (10) work days of its occurrence. A written grievance shall specifically describe the nature of the complaint, the date the matter occurred, the name of the employee(s) involved, and the provision(s) of the Agreement which are alleged to have been violated. The Division head, or designee, shall respond in writing to the Union Steward within ten (10) work days of receipt of the grievance.

### **10.04      Step 2**

If the matter has not been resolved at Step 1, it may be presented by the Union's Business Representative to the Labor Relations Division for review. It shall be presented in writing, with a copy of the prior step response, within ten (10) work days of receipt of the Step 1 answer or date the answer was due. If not presented to Labor Relations, the matter shall be considered settled based on the Step 1 response. The Labor Relations Division shall schedule a meeting which shall include up to two (2) representatives of the Union and representative(s) of the Employer. The Labor

Relations Division shall respond to the Union's Business Representative in writing within ten (10) work days of the meeting.

### **10.05 Step 3**

#### **Section 1:**

Only unresolved grievances which relate to the interpretation, application, or enforcement of any specific article and section of this Agreement, or any written supplementary agreement, which have been fully processed through the last step of the grievance procedure as herein provided may be appealed to arbitration by the Union filing written notice of its intention to arbitrate with the Labor Relations Division within twenty (20) workdays of the date of receipt of the Step 2 answer. If not appealed to arbitration, the matter shall be considered settled based on the last management answer to the grievance.

The parties shall attempt to agree upon an arbitrator to hear the case. If the parties are unable to agree within fifteen (15) workdays of the filing of the Union's intent to arbitrate, the Union shall submit a request to the Michigan Employment Relations Commission (MERC) for a list (panel) of arbitrators. It shall be the responsibility of the Union to initiate the selection process. Each party shall have the right to strike one panel from MERC. An arbitrator shall be selected by the parties alternatively striking one name each, with the last remaining name being the arbitrator selected. The Union and the Employer shall flip a coin to determine which party shall strike the first name. If an arbitrator is not selected within thirty (30) calendar days of receipt of the MERC list, the grievance will be considered settled based on the last Management answer to the grievance.

#### **Section 2:**

- A. The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement and shall be without power and authority to make any decision:
  - 1. Contrary to, or inconsistent with or modifying or vary in any way the terms of this Agreement.
  - 2. Granting any wage increases or decreases.
  - 3. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

- B. The Arbitrator shall be without authority to require the Employer to delegate, alienate or relinquish any powers, duties, responsibility, obligations or discretions which by State Law or State Constitution the Employer cannot delegate, alienate, or relinquish.
- C. All claims shall be limited to ten (10) workdays prior to the date of the written grievance. All claims or awards for back wages shall be limited to the amount of wages and other benefits excluding overtime and shift premium pay that the employee otherwise would have earned, less any compensation received for temporary employment obtained subsequent to his removal from the County payroll or unemployment compensation. However, in the event the subject of the grievance involves overtime or shift premium, the above language regarding overtime and shift premium shall not apply.
- D. The decision of the Arbitrator in a case shall not require retroactive wage adjustment in another case except by express agreement of the parties.
- E. There shall be no appeal from the Arbitrator's decision if made in accordance with his jurisdiction and authority under this Agreement. The Arbitrator's decision shall be final and binding on the Employer, on the employee or employees, and on the Union.
- F. In the event a case is appealed to an Arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
- G. The expenses of the Arbitrator shall be shared equally by the parties. Any additional arbitration expenses shall be determined and assessed by the Arbitrator. The aggrieved and his local representative shall not lose pay for time off the job while attending the arbitration proceedings.
- H. Arbitration shall be conducted on the premises of the Employer unless the parties mutually agree otherwise.
- I. It is understood between the parties that any of the time periods at any Step of the grievance procedure may be extended by mutual agreement in writing, and further, that work days shall not include Saturdays, Sundays, or holidays.
- J. No settlement at any stage of the grievance procedure shall be a precedent in any arbitration hearing.
- K. All grievances timely appealed to the Step 3 level, under Section 10.05 - Step 3, Section 1 above, shall be scheduled for an arbitration hearing by mutual

agreement of the parties within twelve (12) months from the date the Labor Relations Division receives the Union's written appeal for arbitration. Grievances that are not scheduled for arbitration within the twelve (12) month period shall be resolved in accordance with the disposition issued by the Labor Relations Division at the Step 2 level.

## **ARTICLE 11 – STRIKES AND LOCKOUTS**

### **11.01**

Adequate procedure has been provided by this Agreement and Public Act 379 (1965) for the settlement of any grievance(s), dispute(s) or impasse(s) which may arise between any one or more of the employees in the bargaining unit covered by this Agreement or the Union, its members, representatives, officers, or committees and the Employer.

### **11.02**

Accordingly, it is agreed that neither the Union nor its members, officers, representatives or committees will cause, call, engage in, encourage or condone work stoppages. The officers of the Union will take affirmative action to preclude or terminate any slowdown or strikes against, including but not limited to, any concerted refusal to work for, any concerted absenteeism from work or from employment with the Employer.

### **11.03**

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

## **ARTICLE 12 – CIVIL SERVICE RULES**

### **12.01**

To the extent they are not in conflict with other provisions of this Agreement, the existing Wayne County Civil Service Rules are incorporated by reference into this

Agreement. No modification, deletion or change shall be effective without prior notification and bargaining with the Union and the mutual agreement of the parties.

## **ARTICLE 13 – PROBATIONARY EMPLOYEES – (NEW HIRES)**

### **13.01**

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 work. Periods of absence from work shall not be counted toward completion of the probationary period.

### **13.02**

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

### **13.03**

Employees who are appointed or promoted continuously in the same class for a period of twelve (12) months (2,080 straight-time hours of work) shall be deemed to have regular status in the class in which such provisional promotion or appointment is held.

## **ARTICLE 14 – DISCIPLINARY PROCEDURE**

### **14.01**

- A. Employees shall not be subject to any form of discipline except for just cause. If the Union decides to appeal any disciplinary action other than oral and written reprimands, it shall file a grievance in accordance with Article 10.
- B. Disciplinary action may be imposed upon an employee for failure to fulfill the

employee's job responsibilities, or for improper conduct while on the job, or for off the job conduct which is tied to his employment that tends to bring the Employer into public disrepute.

- C. 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.
- D. 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. However, oral and written reprimands shall not be subject to arbitration.

#### **14.02**

- A. The intent and purpose of the following is to provide for progressive disciplinary action.
  - 1. Oral Reprimand;
  - 2. Written Reprimand;
  - 3. Suspension, or demotion (not to exceed five (5) months);
  - 4. Removal or discharge.
- B. 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.
- C. Should it be necessary to reprimand any employee, the reprimand shall be given as not to cause embarrassment to the employee before other employees or the public.
- D. 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.

- E. Any employee suspended without pay for a certain term may request permission from the department to forfeit an equal number of annual leave days in lieu of suspension. This section shall not authorize unilateral forfeiture of annual leave as punishment independent of a suspension without pay, all such forfeitures must be approved by the Employer.

#### **14.03**

- A. There shall be one official personnel file.
- B. A notation of oral reprimand by date and subject only, may be placed in the employee's personnel file.
- C. When initiating a disciplinary action on a current charge, the Employer shall NOT take into consideration any prior discipline if the employee has been free of documented disciplines for twenty-four (24) months from the date of the last prior discipline.
- D. Once every six (6) months, upon written request to the Department of Personnel/Human Resources, an employee may review his or her official personnel file in the Department of Personnel/Human Resources. Such review shall be scheduled at a reasonable time as determined by the Department.

#### **14.04**

- A. 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.
- B. 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 pending the judicial determination of said charge at the trial level.
- C. Employees convicted of the commission of any felony or of a misdemeanor involving criminal moral conduct during work hours or related to their work location or job responsibility may be disciplined.

## **ARTICLE 15 – SENIORITY**

### **15.01**

- A. County seniority shall be defined as an employee's total length of service in the County from the last date of hire, and shall be used to determine retirement, annual leave and sick leave.
- B. For all other purposes, including, but not limited to choice of vacations and provisional promotions, seniority shall be departmental by craft.
- C. An employee on a leave of absence without pay shall continue to earn seniority credits for a period not to exceed six (6) months, within a two-year period.

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

- D. Seniority rights as herein defined apply only to the Employer of Record.
- E. Any bargaining unit employee promoted or transferred to a position outside the bargaining unit shall have his/her bargaining unit seniority frozen as of the date of such transfer or promotion.

At the time that the employee may return to the bargaining unit, he/she shall return to the bargaining unit only with the frozen bargaining unit seniority retained at the time of leaving the unit. When such employee returns to the bargaining unit seniority may be used for bidding on transfers, bumping, promotions, etc.

### **15.02**

Once every six (6) months, upon written request by the representative of the Council, the Employer shall provide the representative of this Council an up-to-date seniority list. At the option of the Employer, this information may be transmitted electronically.

### **15.03**

In the event of a tie in seniority, the tie shall be broken by the employee with the lowest social security number.

## **15.04**

- A. An employee shall lose his/her seniority for the following reasons only:
1. Discharge or permanent removal from the payroll and the separation is not reversed through the grievance procedure.
  2. Voluntary or regular service retirement.
  3. Resignation or voluntary quits, which shall include:
    - a. Failure to return to work when recalled within ten (10) workdays after notice of recall from layoff;
    - b. Failure to return to work on or before the expiration of an approved leave of absence or extension thereof;
    - c. Any employee who is absent without leave for five (5) or more consecutive work days without sufficient notification to the EMPLOYER as to a sufficient reason for said absence, shall be deemed to have resigned from the employ of the EMPLOYER and shall forfeit all seniority right.
- B. Loss of seniority under the above provisions is subject to the Grievance Procedure.

## **ARTICLE 16 – PROMOTIONS**

### **16.01**

Regular promotions will be made in accordance with the Wayne County Civil Service Rules.

### **16.02**

The employer maintains the right to provisionally promote qualified employees to classifications within the Bargaining Unit. At a minimum, qualified employees are required to possess the necessary licenses and experience.

An employee shall not be provisionally promoted to a classification if that classification has been opened to a promotional examination in the last twelve (12) months and the employee met the qualifications at the time of the announcement but failed to apply, unless the employee takes and passes a qualifying examination.

An employee who is provisionally appointed or promoted shall be subject to a probationary period not to exceed 1,040 straight time hours worked in order to demonstrate an ability to perform the duties and responsibilities of the position. Should the employee's work performance be unsatisfactory at any time during the probationary period, the employee shall be returned to his or her former classification.

### **16.03**

Promotional examinations shall be administered in accordance with the Civil Service Rules.

Employees denied permission to compete in an examination may make written appeal within ten (10) calendar days to the Civil Service Commission. The decision of the Civil Service Commission shall be final and shall not be subject to the grievance procedure.

### **16.04**

Employees who have competed in an examination may appeal their ratings in writing to the Civil Service Commission during a period of ten (10) calendar days following their review of their examination. It shall be the responsibility of the appealing employee to contact the Department of Personnel/Human Resources to obtain the meeting date at which his or her appeal will be decided and to notify said department of his or her intent to attend the meeting. The decision of the Civil Service Commission shall be final and shall not be subject to the grievance procedure.

### **16.05**

The Rule of Three shall apply for all promotions and provisional appointments.

## **ARTICLE 17 – LAYOFF AND RECALL**

### **17.01**

For purpose of layoff and recall, seniority shall be County-wide by craft, provided however, that an employee holding a position at the Sub-Foreman level or above shall have the right to bump the least senior employee in other departments only at the Journeyman level of his craft.

### **17.02**

Notice of layoff shall be issued by the Department of Personnel/Human Resources. Notice shall be given to the Union two (2) weeks prior to the action of layoff.

### **17.03**

In the event of a layoff, part-time, temporary, seasonal, and entrance provisional employees (new hires) in affected classifications in the bargaining units covered by this Agreement shall be laid off prior to the layoff of a regular employee (i.e., no such employee shall remain in County employment while regular employees are laid off, unless waived by the Union).

Such employees, holding classifications which full-time regular employees being laid off cannot qualify to fill, shall be excluded from this provision.

No seniority employee shall suffer a reduced workweek in his particular craft to enable the County to continue the employment of a non-seniority employee of the same craft within the respective bargaining unit.

### **17.04**

A. In the event the Employer determines to layoff employees, said layoffs shall be in accordance with the operational and managerial needs of the Employer, subject to the Employer's obligation to meet and confer with the Union as to the effects said layoffs will have on the members of the bargaining unit.

Trial periods being served by promoted employees shall not affect their exercising of seniority rights in regard to demotions and layoffs (i.e., they will be treated as though they have regular status in the promoted classification).

B. Employees shall be laid off as follows:

1. To a vacant position in the same classification County-wide, within the bargaining unit.
2. By bumping the least senior employee in that classification County-wide, within the bargaining unit.
3. Any least seniority employee not placed as a result of the bumping procedure shall be laid off County-wide, within the bargaining unit.

### **17.05**

In the event of a scheduled layoff, notwithstanding their position on the seniority list, stewards shall be retained in their respective shifts and work locations provided there is work to be performed in their classification.

In the event the classification, shift, or work location is eliminated and a dispute should arise as to where the steward shall be assigned or laid off, the dispute shall be a proper subject for a Special Conference. Should the dispute remain unresolved after the Special Conference, the steward shall be assigned in accordance with this article, and then the matter may be pursued through the grievance procedure.

### **17.06**

Recall shall be defined as the process by which an employee who has been laid off is returned to employment, to his/her former classification, to a classification within their Trades, to a classification in which previous status was achieved, to a department, or work location.

The names of employees laid off shall be placed on a recall list, in order of their seniority, for classes from which the employees were laid off or in which the employees previously held status.

Employees shall be recalled in order of their seniority, the most senior to be recalled first.

Notice of recall of employees who were laid off shall be sent to such employees at their last known address by certified mail. It shall be the responsibility of the employee to notify the Employer by certified mail of any change of address immediately after such change. Failure of an employee to report to work within ten (10) workdays from receipt of such notice of recall shall be considered a quit. Exceptions for good cause

may be made by the Employer for failure to report as notified.

If an employee declines an appointment from a recall list to a position under conditions which the employee had previously accepted prior to layoff, that employee's name shall be removed from the recall list.

### **17.07 Temporary Layoffs**

Article 17.01 shall apply whenever the Employer determines to make permanent layoff or layoff in excess of twenty-eight (28) calendar days.

Rule 16 of the Civil Service Rules shall apply when the Employer determines to layoff employees for less than twenty-eight (28) days or less than five (5) days in a pay period. If said layoff or reduction in the workweek is of a temporary nature, only one layoff notice shall be required for the period of time in question. Whenever possible, a reduction in the workweek shall be so devised as to correspond with the employee's leave day.

During the three (3) year three duration of this contract, employees may be required to undergo not more than twenty (20) days of temporary layoff.

Employees affected by a temporary layoff or reduction in the workweek shall not lose annual and sick leave accumulation, medical or life insurance coverage, credit toward longevity or seniority as a result of the temporary layoff or workweek reduction.

## **ARTICLE 18 – WORKWEEK**

### **18.01**

- A. The regular workweek shall consist of five (5) consecutive eight (8) hour working days, for a total of forty (40) hours per week. The regular workweek shall be followed by two (2) consecutive days off.
- B. An overtime premium of time-and-one-half (150%) will be paid for work in excess of eight (8) hours per day during the regular work week.
- C. All work performed on Saturday shall be at the rate of time-and-one-half (150%).

- D. All work performed on Sundays or major Holidays shall be at double time (200%).

**18.02**

Past practice notwithstanding, all employees will be required to work an eight (8) hour workday. The lunch period shall be unpaid and in addition to the eight (8) work hours.

**18.03**

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.

**ARTICLE 19 – OVERTIME**

**19.01**

- A. Time and one-half (150%) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:
  - 1. All work performed in excess of eight (8) hours in any one (1) day.
  - 2. All work performed in excess of forty (40) hours in any one (1) workweek except as noted in subsection B below.
  - 3. All work performed on the sixth (6th) day worked in any one (1) workweek.
- B. Double time (200%) shall be paid for all work performed on the seventh (7th) day worked in any one (1) workweek.

**19.02**

Scheduled overtime shall be distributed as equally as possible, consistent with good operation, among the employees of the craft competent to do the particular work.

**19.03**

Emergency overtime not contemplated by the Employer in time to assign to the proper employee in the appropriate craft may be performed by a qualified employee in the appropriate craft available.

**19.04**

An employee's work schedule shall not be altered to avoid the payment of overtime. The Employer's decision to change an employee's work schedule such that the employee can efficiently complete assigned work without disrupting the County's business operations is not considered an attempt to avoid paying the employee overtime. The Employer shall consult with the union when the work can not be completed during regular business hours. Management and the union shall mutually agree on altering the workweek.

**19.05        Shift Differential**

Employees covered by this Agreement who are assigned to a regular afternoon or night shift, four (4) or more hours of which fall between 6:00 p.m. and 6:00 a.m., shall be paid a shift differential of fifty cents (.50) per hour for all hours actually worked during said shift and for all additional hours actually worked over and above the regular shift hours as provided by this Agreement and the Employer's Civil Service Rules.

**19.06        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 rate of time and one half (150%), provided the call time does not overlap his regular work shift. Only one Tradesman will be called for such assignments unless the actual work to be performed requires additional tradesman.

**ARTICLE 20 – TEMPORARY ASSIGNMENTS**

**20.01**

No employee shall be assigned duties normally considered commensurate with a

classification higher than that which the employee holds except in cases of a stated emergency or vacation replacements. A stated emergency relative to temporary assignments shall mean that the employee normally assigned in the classified position to which the temporary assignment is made is temporarily unavailable, or that the position is now vacant and the department is in the process of filling the vacancy.

#### **20.02**

When an employee is temporarily assigned to perform the duties of a higher classification for a period of two (2) consecutive workdays, the employee shall be compensated upon the third (3rd) workday from the first (1<sup>st</sup>) hour on the temporary assignment.

#### **20.03**

When an employee is temporarily assigned to a higher classification, the employee shall be compensated at the rate established for the higher classification utilizing the promotional rule.

#### **20.04**

Holidays recognized by this Labor Agreement will not constitute a break in 20.02 above.

#### **20.05**

Employees who are in a temporary assignment and take approved leave such as vacation, sick or bereavement leave, shall maintain their temporary assignment upon their return.

#### **20.06**

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

- a. Positions filled are cyclical or seasonal in 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 not to exceed the duration of the employee's eligibility for leave of absence or the employee's eligibility to return to his or her former position.

## **ARTICLE 21 – VACATION LEAVE**

### **21.01**

All full-time employees, excluding temporary and seasonal employees, shall be entitled to vacation leave with pay computed at straight time rates in accordance with the provisions of this Article.

### **21.02**

Employees shall not be entitled to use vacation leave until one (1) year after their date of hire, except in cases of injury incurred in the line of duty or under emergency situations as shall be determined by the Employer or designee.

### **21.03**

The number of vacation leave days to be granted shall be determined by the employee's total length of continuous service with the County. Periods of time serving the judicial branch of County government and periods of time serving as a personal or professional contractor shall be deducted from length of service.

### **21.04**

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.

**21.05**

All full-time employees shall be entitled to annual leave with pay computed at straight time rates based on the following schedules of County service, provided, however, each pay period in which annual leave is earned shall contain at least sixty-six (66) hours of straight-time paid service.

<b>Upon Completion of Service Years</b>	<b>Vacation Leave Hours Per Pay Period*</b>
1 through 5 years of service	4
6 through 10 years of service	5
11 through 15 years of service	6
16 through 20 years of service	7
over 21 years of service	8

\* 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 (1) month.

**21.06**

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.

**21.07**

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

**21.08**

No employee shall be permitted to accumulate vacation leave beyond that which he or 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 or her bank has been reduced below the maximum.

- A. The above provision is modified to the extent that no employee separating from the service can be paid for any vacation leave banked time above one hundred sixty (160) hours 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.
- B. The above provision is also modified in that any employee shall be able to accumulate vacation leave above the maximum hours only if a pre-approved vacation was cancelled due to operational needs of the Employer.
- C. 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.

#### **21.09 Scheduling of Vacations**

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

#### **21.10**

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

#### **21.11**

An employee who is granted a leave of absence without pay shall be required to use all accumulated annual leave prior to the commencement of the leave of absence without pay.

## **21.12**

Rule 13, Section 1 (g), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q) and (r) of the Civil Service Rules are herein adopted and incorporated by reference.

## **ARTICLE 22 – SICK LEAVE**

### **22.01**

Every full-time employee shall be entitled to earn sick leave credit equal to four (4) hours, computed at straight time for each pay period in which the employee has at least sixty-six (66) hours of straight-time paid service.\* Employees rendering part time, seasonal or intermittent service shall be entitled to sick leave at the same rate for time actually worked. Hourly employees shall be entitled to earn sick leave credits equal to four (4) hours, computed at straight time for each 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 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 pay periods worth of eligible sick leave hours in any one (1) month.

### **22.02 Primary Bank**

- A. All sick leave accumulated up to July 1, 1983 shall be deposited in a primary sick leave bank. Sick leave in the primary bank can be used in any of the following ways:
1. As sick leave upon exhaustion of the secondary bank. When used as sick leave, each hour is paid at the employee's then current hourly rate.
  2. All or part of the primary bank may be cashed out subject to the following limitations:
    - a. A maximum of \$7,500 per year may be withdrawn;
    - b. The value of the time withdrawn shall be frozen at its July 1, 1983 dollar amount;

- c. It shall be paid at 80% of its frozen dollar value, payment may be in cash or in the form of deferred compensation; and,
  - d. No portion of the cash payment shall be counted toward final average compensation.
- 3. Upon retirement or other termination, the bank may be cashed out subject to the following conditions:
  - a. The value of the time shall be frozen at its July 1, 1983 dollar amount;
  - b. For retirement, the amount paid shall equal 75% of July 1, 1983 dollar amount which may be credited toward an employee's final average compensation;
  - c. For termination, the amount paid shall equal 50% of the July 1, 1983 dollar amount which may be credited toward an employee's final average compensation; and,
  - d. Upon death, the amount paid shall equal 100% of the July 1, 1983 dollar amount which may be credited toward final average compensation for the calculation of survivor's benefits, if any.
- B. No additional time may be credited to the primary bank. Once the primary bank time is used, it may not be replaced.

### **22.03 Secondary Bank**

- A. All sick time earned in accordance with Section 22.01 shall be deposited in a secondary bank. However, no 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.
- B. Upon retirement, death, or termination, secondary bank time shall be paid out subject to the following limits:
  - 1. 50% of value upon termination;
  - 2. 75% of value upon retirement; and,
  - 3. 100% of value upon death.

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

#### **22.04**

A. An employee may utilize sick leave allowance for absences:

1. Due to personal illness or physical incapacity.
2. Due to exposure to contagious disease in which the health of others would be endangered by his/her attendance on duty.
3. Due to the illness of a member of the immediately family who requires his/her personal care and attention, not exceeding five (5) sick leave days in any one year. The term "immediate family" as used in this section shall mean parents, grandparents, children, brothers, or sisters of the employee or of the employee's husband or wife. It shall also include any member of the employee's household.
4. To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
5. For routine medical or dental appointments, upon prior approval of the Department head or designated departmental representative.
6. Because of illness of physical incapacity due to pregnancy or childbirth or following childbirth, provided that the employee submits a satisfactory statement from her physician of her inability to work.

#### **22.05**

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

#### **22.06**

The employee may be required by the designated management representative, within reason, to produce evidence in the form of valid medical documentation of the reason

for the absence during the time for which sick leave is requested. A department head may grant sick leave to an employee for periods of illness not exceeding thirty (30) calendar days. All requests for sick leave for more than thirty (30) calendar days duration shall be submitted to the Employer or designee for prior approval and shall be accompanied by a physician's certificate supporting said request. The Employer or designee may require further medical reports from time to time on all sick leave in excess of thirty (30) calendar days.

## **22.07**

All accumulated and unused sick leave shall be credited to any employee recalled from a layoff, transferred or certified to another department without break in service.

## **22.08**

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

## **22.09**

- A. An employee who has been employed continuously during any one year and who has not taken more than five (5) days of sick leave in any one year shall be granted an additional three (3) days of annual leave in accordance with the following provisions:
1. Such additional three (3) days of annual leave may be accumulated not to exceed six (6) days.
  2. Except as otherwise provided for in this Agreement, an employee who has not had more than a total of ten (10) days of leave without pay or time off without pay during any one year shall be deemed to have been employed continuously for the entire year. All employees shall have their three (3) days vacation bonus for non-use of sick leave credited on April 1st of each year. For new hires and employees converted to the April 1 credit date, the number of days shall be prorated on April 1st.
  3. 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.

## **22.10**

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

## **22.11**

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

## **22.12**

Employees returning to the service from a military leave shall be granted one day of sick leave for each month spent in military service, not to exceed the number of days the employee would have accumulated had the employee not been on military leave.

## **22.13**

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

## **22.14**

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

**22.15**

Except as provided in Article 24, and except for employees with less than two (2) years of continuous service, upon separation from the service, employees shall be paid for all unused accumulated sick leave in accordance with 22.02 and 22.03.

**22.16**

Continuous service shall mean employment without interruption or break. Layoffs, leaves of absence without pay, time off without pay and suspensions shall not be considered as breaks in service.

**ARTICLE 23 – PERSONAL BUSINESS LEAVE**

**23.01**

All full-time employees who have completed one year of service and have accumulated sick leave in accordance with Section 22.01 of this Agreement shall be entitled to utilize such sick leave for personal business leave not to exceed four (4) days in any one anniversary year. The anniversary year shall be defined as the one (1) year period from April 1 through the following March 31, inclusive.

**23.02**

- A. Personal business leave days shall be used at the employee's discretion to the following extent:
  - 1. Upon reasonable notice to and with the agreement of the Department Head or the designated departmental representative.
  - 2. Approval for personal business leave shall not be unreasonably withheld by the Department.

**23.03**

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

**23.04**

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

**23.05**

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 22.09.

**ARTICLE 24 – DRUG TESTING POLICY**

**24.01**

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

**24.02        Reasons For Testing**

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

- C. An employee who refuses to submit to a drug test in accord with this policy shall be permanently removed from the County service.

#### **24.03 Testing Procedure**

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

##### **A. Completion of Testing Form:**

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

##### **B. Collection of the Specimen:**

1. Clean and previously unused collection and storage containers of the type utilized by medical facilities for bodily fluid will be supplied by the testing laboratory for urine collection and samples. The employee may reject any container he or she feels has been contaminated.
2. Privacy Area - Urine collection shall be conducted at the collection facility in a manner which provides a high degree of security for the sample and freedom from adulteration. The employee may choose to be witnessed while submitting a specimen. If the employee chooses not to be witnessed, the collection site person shall ask the individual to remove any unnecessary outer garments that might conceal items or substances that could be used to tamper with or adulterate his or her urine specimen. Also, all personal belongings must remain with the outer garments; a secure area for valuables will be provided. The employee shall be instructed to wash and dry his or her hands prior to submitting the

required specimen. The volume of the specimen must be at least 60 milliliters for the screening test and confirmation test. The employee may be given a reasonable amount of liquid (i.e., a glass of water) to assist in producing an adequate specimen. Site personnel shall determine if the specimen contains at least 60 milliliters of urine.

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

C. Laboratory Procedure:

1. An employee of the testing laboratory shall remove the sealed plastic bag from the refrigerator at the collection facility, verify the integrity of the bag and transport the sealed plastic bag to the testing laboratory, where the date, time, name, and signature of the receiving person is entered on the chain of custody record. Laboratories must comply with applicable provisions of any Federal and State licensure requirements.

Accredited laboratories must have the facility and capability, on site, of performing screening and confirmation tests for each drug or metabolite for which service is offered and requested.

2. The testing laboratory shall maintain a chain of custody record of any individual handling or testing an employee's specimen.
3. Lab Tests:
  - a. The initial screening test will be of the RIA and/or EMIT type. If a

positive result is obtained a confirmation test will then be conducted.

- b. A confirmation or follow-up test will be of the Gas Chromatography/Mass Spectrometry method and shall be conducted by the same laboratory which performed the initial screening. The laboratory shall be required to specify the metabolites tested for, the cut-off levels and the testing procedure used in each drug classification.
- c. In determining whether a test result is positive, the laboratory shall use the decision or following cut-off levels:

	<u>Initial Test Level</u>	<u>Confirmatory Test 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

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

1. the type of tests conducted;
2. the results of the test; and
3. the cut-off level of the methodology employed.

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

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

**D. Choice of Collection Facility and Testing Laboratory:**

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

**24.04 Consequences of Violating the County Drug Policy**

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 retesting will also be required.

#### **24.05 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.

#### **24.06 Grievance Procedure**

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

### **ARTICLE 25 – LEAVE WITHOUT PAY**

#### **25.01**

An employee who is off work for thirty (30) calendar days or more, except on scheduled vacation, shall be required to apply for a leave of absence. The leave shall be considered effective beginning the first day the employee is off work for the purpose of computing the duration of the leave.

#### **25.02**

- A. An employee who has successfully completed his or her probationary period 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:
1. Because of physical or mental disability of the employee; or for the care of the employee's spouse, son or daughter, or parent who has a serious health condition; or following the birth or placement of a child for adoption or foster care.
  2. Because the employee has been elected or appointed to a public office.

3. Because the employee is entering the unclassified or exempt services of the Employer.
4. Because the employee is entering upon a course of training or study, in an approved educational institution, for the purpose of improving the quality of the employee's service to the County or the purpose of qualifying for promotion.
5. Because of extraordinary reasons sufficient to warrant such leave of absence.

### **25.03**

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.

### **25.04**

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

### **25.05**

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

### **25.06**

Employees who are authorized to return to work from a leave without pay for a physical or mental disability shall return to their former position if the leave without

pay was for less than six (6) months duration. If the leave without pay was for six (6) 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.

## **25.07 Military Leave**

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

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

## **ARTICLE 26 – BEREAVEMENT LEAVE**

### **26.01**

- A. 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:
1. 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 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.
  2. The term "immediately family" as used in this section shall mean the employee's husband or wife, and the parents, grandparents, grandchildren, children, brothers, sisters, brother-in-law, and sisters-in-law of the employee or spouse. "Immediate family" shall also include stepparents, great-grandparents, great-grandchildren, stepchildren, stepbrothers, stepsisters, half brothers and half sisters.
  3. 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.
  4. 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 immediately family and the time and place of the funeral.

5. In the event that a holiday, as defined in Article 27, 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.
6. Employees on leaves of absence without pay as defined in this article shall not be eligible to receive bereavement leave.

## ARTICLE 27 – HOLIDAYS

### 27.01

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

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

Effective beginning October 1, 2001, all 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 or her birthday off, the employee shall be granted equivalent time off within thirty (30) days following the employee's birthday.

## **27.02**

The three (3) swing holidays shall be used as vacation days at the discretion of the employee with prior approval of the employer.

## **27.03**

- A. It is understood that requests for personal days off shall be granted provided that:
1. The employee makes a written request at least three (3) days in advance of the requested day;
  2. There will be no adverse impact on operations if more than one employee desires the same day off; and,
  3. If more employees request the same day off than can be accommodated, the first employee(s) submitting a written request shall be granted the day off.

## **27.04**

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

## **27.05**

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

## **27.06**

Full-time employees required to work on any holiday other than those enumerated in Article 27.05 above shall be paid at the rate of one hundred fifty percent (150%) for all hours worked in addition to their regular pay for the holiday.

**27.07**

Upon separation of an employee from the service, the employee shall be paid at the time of separation for all unused accumulated holidays for which equivalent time off has not been allowed, provided, however, that such unused holidays may not be accumulated for a total exceeding eighty (80) hours (10 days).

**27.08**

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

**27.09**

Any employee who has an unexcused absence on either the first workday preceding the holiday or the first workday following the holiday shall forfeit any claim to holiday pay.

**ARTICLE 28 – INSURANCE PROGRAMS**

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

**28.01 Medical Insurance**

- A. During each open enrollment, qualified employees will be eligible to select a medical plan among the available options listed below:
  - 1. Health Maintenance Organization (HMO)
  - 2. Preferred Provider Organization (PPO)
  - 3. Traditional Plan
  - 4. High Deductible Plan

- B. Prescription drug coverage will also be provided for qualified employees enrolled in an available medical plan, subject to graduated co-payments based on the class of drug prescribed in accordance with the *Wayne County Health and Welfare Benefit Plan*.
- C. Active employees will be required to contribute toward the cost of healthcare as an hourly rate for the 2006-07 and 2007-08 plan (fiscal) years based on the following schedule:

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

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

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

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

Employees retiring under the provisions of this Agreement shall make monthly contributions toward the cost of medical and prescription drug benefits based on the average monthly premiums and/or illustrative rates ("rates") of the medical and prescription drug plans available to retirees. The average monthly rates for the separate medical and prescription drug plan categories shall be calculated by averaging the single-person, two-person and family rates of each available plan resulting in an average monthly plan rate for each available plan. The average monthly plan rates for the PPO and HMO medical plans shall then be further averaged together to reach the standard average monthly medical plan rate.

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

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

- E. Qualified employees may select only one healthcare plan option. Selection and enrollment of a qualified employee and his or her eligible dependents in an available health plan will remain the responsibility of the employee.
- F. Health care coverage for eligible dependents will be in accordance with the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*.
- G. Spouses who are eligible for primary medical coverage through another Employer shall not be eligible for primary coverage through Wayne County.
- H. All new employees, rehired employees, re-employed and reinstated employees are required to participate in the plan of the County's choice for at least one year. Participation will begin the first of the month following the effective date of active service and will continue without election until completion of one year in the mandatory plan. This subsection will not apply to terminated employees reinstated through arbitration who were enrolled in an available plan prior to termination.
- I. In the event Federal legislation which provides health care coverage for employees covered by this Agreement is enacted into law during the term of this Agreement, the parties agree to renegotiate the provisions of this section as needed upon request.

## **28.02 Healthcare Benefit Opt-Out Program**

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

## **28.03 Coordination of Benefits**

The Employer will continue to coordinate medical and dental 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, including but not limited to, marital, dependent, employment and insurance status.

## **28.04 Optical Program**

The Employer shall continue to provide retirees and active employees with a self-insured optical reimbursement program with a \$75.00 maximum benefit level for each retiree and family member, and a \$175.00 maximum benefit level for each active employee and family member who is currently covered under an available healthcare plan. Benefits will be restored every two 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.

## **28.05 Vision Benefits Option**

1. During open enrollment, instead of participating in the Optical Program, full-time active employees have the option of selecting vision insurance coverage for themselves and their eligible dependents.
2. Vision exams will be covered under the employee's medical plan once every twenty-four months.
3. Frames, lenses or contact lenses will be covered once every twenty four months under a vision benefit plan at the levels provided for in the *Wayne County Health and Welfare Benefit Plan*.

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.

#### **28.06 Dental Insurance**

The Employer will provide at least one (1) dental plan, including a DMO dental plan option provided by Golden Dental, for each eligible active employee in the bargaining unit and his or her qualified dependent(s) in accordance with the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*.

#### **28.07 Cost Containment Programs**

The Employer reserves the right to implement healthcare cost containment programs. The Employer also reserves the right to change a provider or benefits administrator with 60-days notice to employees.

#### **28.08 Life Insurance**

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

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

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

#### **28.09 Workers' Compensation**

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

**28.10**

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

**28.11**

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

**28.12**

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

**28.13**

Employees receiving workers' compensation shall not earn vacation or sick leave.

**28.14**

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

**28.15 Long-Term Disability Income Benefit Plan**

Beginning the effective date of this contract, members of the bargaining unit shall be covered by a long-term disability income protection plan which pays a member 60% of gross salary up to a maximum of \$2,000 per month. An employee covered by the *Long-Term Disability Income Benefit Plan* qualifies for benefits after thirty (30) calendar days of a illness or disability, or the use of all sick time, whichever occurs last. The employee shall receive benefits under the terms and conditions of the *Long-Term Disability Income Benefit Plan* as may be amended. Effective December 1, 2002, the

maximum benefit level will be increased to two thousand four hundred dollars (\$2,400) per month.

#### **28.16**

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

#### **28.17**

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

#### **28.18**

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

#### **28.19**

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

#### **28.20**

An employee must apply for benefits within fourteen (14) days of the disabling event or as soon as reasonably possible thereafter. Failure to make application for benefits as prescribed above may be cause for limitation or denial of benefit payment.

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 Benefit Plan* effective December 1, 1996, which is incorporated by reference.

## **28.21**

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.

## **28.22 Insurance Programs: Termination Date**

Employees on leave who have less than four (4) years of service are eligible for medical, optical, dental, and life insurance for a period not to exceed three (3) months.

Whenever employees are on approved leave 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.

Subject to Article 28.17 (continuation of medical coverage while on long-term disability), 28.20 (continuation of medical, dental and life coverages while on an approved leave due to illness), Article 28.11 (continuation of medical and dental benefits while on workers' compensation), Article 29.01 and 28.07 (eligibility for retiree health and life insurance benefits), and the *Health and Welfare Benefit Plan*, the following insurance programs shall terminate on the last day of the month following a voluntary or involuntary termination of employment, retirement, death, unpaid leave of absence, commencement of a disability, or layoff:

- Health Insurance
- Dental
- Life Insurance
- Supplemental Life Insurance

## **28.23 Optional Insurance**

Employees shall have the option to secure additional insurance coverage offered by a program selected by the County through payroll deduction.

## **ARTICLE 29 – RETIREMENT**

### **29.01 General Provisions**

- A. The detailed provisions of the Wayne County Employee's Retirement System shall control except where changed or amended below.
- B. Each employee shall participate in a retirement savings plan offered by the County.
- C. Employees participating in a retirement plan offered by the County who were hired prior to December 19, 2007 must meet all age and service requirements to be eligible for post retirement insurance and health care benefits pursuant to the *Wayne County Health and Welfare Benefit Plan*.
- D. Employees hired on or after July 1, 1991, but before December 2, 2002 shall be eligible to participate in Defined Contribution Plan #4.
- E. The Hybrid Retirement Plan shall be mandatory for all new employees hired and former employees re-employed, reinstated or rehired on or after December 2, 2002.
- F. Employees must meet all age and service requirements to be eligible for post retirement insurance and health care benefits pursuant to the *Wayne County Health and Welfare Benefit Plan*
- G. Unless otherwise specified, regardless of the Retirement Plan, all employees hired, re-employed, re-instated and rehired on or after July 1, 1991, shall not be eligible for insurance and health care benefits upon retirement unless they retire with thirty (30) or more years of credited service.
- H. All employees retiring after December 2, 2002, and prior to December 19, 2007, who are eligible for medical benefits under the current system, shall be allowed to select a medical benefit plan among other available plans offered during open enrollment. Eligible retirees shall continue to receive prescription coverage.
- I. Regardless of the Retirement Plan, all employees hired, rehired, re-employed and reinstated on or after December 19, 2007 will not receive nor be eligible for Employer-sponsored insurance and health care benefits upon retirement. However, these employees will be eligible to participate in an Employee Health Care Benefit Trust in accordance with 29.09(A) and the terms and conditions

outlined in the *Wayne County Health and Welfare Benefit Plan*. Employees participating in the Employee Health Care Benefit Trust who retire from County employment may elect to purchase post-retirement health care insurance from the County at full rate cost, or purchase such insurance from a provider other than that provided by the County. This subsection (29.09(l)) will not apply to terminated employees reinstated through arbitration who were otherwise eligible for post-retirement health care prior to termination.

- J. One (1) year of service equals 2080 straight time hours. No more than one (1) year of service credit may be earned in any one (1) calendar year.
- K. For employees in Defined Benefit Plan #3, average final compensation shall be equal to 1/60 of the aggregate amount of compensation paid during the five (5) years of credited service in which the aggregate amount of compensation is greatest.
- L. Employees who on or after July 1, 1991 elect to receive a deferred retirement option upon separation from County service shall not be eligible to receive insurance and health benefits upon satisfying normal age and service requirements for a deferred retirement pension.
- M. Unless otherwise specified, the terms and conditions of each Retirement Plan as indicated in the following provisions are effective beginning the date of execution of this Agreement by the County Executive for members of the bargaining units retiring after that date.

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

Defined Benefit Plan #1 is a closed plan and is unavailable to new or transferring employees.

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

Defined Benefit Plan #2 is a closed plan and is unavailable to new or transferring employees.

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

- A. Normal retirement shall be 25 years of credited service at age 55, 20 years of credited service at age 60, or five (5) years of credited service at age 65.

Effective December 2, 2002, normal retirement shall also mean 15 years of credited service at age 60.

- B. Effective December 19, 2007, the amount of normal retirement compensation shall be equal to the sum of two percent (2.00%) of average final compensation multiplied by credited service for the first twenty (20) years; two and one-half percent (2.50%) of average final compensation multiplied by credited service for the next five (5) years; and three percent (3.00%) of average final compensation multiplied by credited service for years over twenty five (25). Compensation will include final payouts of excess sick and annual leave, overtime and accumulated holiday time.

Effective upon the date of execution of this Agreement by the County Executive, the amount of normal retirement compensation shall be equal to the sum of two and one-half percent (2.50%) of average final compensation multiplied by credited service for the first twenty-five (25) years; and three percent (3.00%) of average final compensation multiplied by credited service for years over twenty five (25). However, employees will be required to pay five hundred dollars (\$500.00) per year for every year of credited service up to twenty (20).

- C. Vesting shall occur after eight (8) years of credited service.
- D. The employee contribution shall equal three percent (3%) of total compensation.
- E. Effective December 2, 2002, eligible employees shall receive a duty disability retirement benefit which will equal seventy-five percent (75%) of the employee's average final compensation.
- F. In accord with Article 29.06(A)(2), employees in Defined Benefit Plan #3 may transfer to the Hybrid Retirement Plan.
- G. Once an employee has elected to withdraw from Defined Benefit Plan #3, that employee may not return.
- H. Employees in Plan 3 may also 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. All employees who elect the Defined Contribution Plan shall contribute not less

than one percent (1%) nor more than two and one-half percent (2.5%) of gross wages to the plan.

- B. The Employer shall contribute \$4.00 for each \$1.00 the employee contributes. Effective December 1, 1995, the County shall contribute \$5.00 for each \$1.00 the employee contributes after 20 years of service.
- C. Vesting in the Defined Contribution Plan shall occur as follows:
  - 1. An employee with less than three (3) years of total County credited service who voluntarily terminates employment shall be permitted to withdraw only the employee's contribution plus earnings on those contributions, if any.
  - 2. After three (3) years of total County credited service or upon involuntary termination of employment other than for cause, the employee shall be permitted to withdraw both the employee and Employer contributions, plus earnings, if any.
- D. "Retirement" for employees who have elected the Defined Contribution Plan shall mean leaving County service at age 55 with 25 years of credited service; at age 60 with 20 years of credited service; or at age 65 with 8 years of credited service. Effective December 2, 2002, retirement shall also mean 15 years of credited service at age 60.
- E. Employees who "retire" under the Defined Contribution Plan must meet all age and service requirements to be eligible for insurance and health care benefits. Employees hired prior to the date of execution of this Agreement by the County Executive who "retire" under the provisions of this plan shall be eligible for the same insurance and health benefits as an employee retiring from a Defined Benefit Plan. Effective December 2, 2002, retirement eligible Defined Contribution Plan #4 participants who withdraw all funds from the plan at retirement shall be entitled to survivor health care benefits. Duty and non-duty disability retirees will be eligible (if like benefits are available for Defined Benefit Plan employees).
- F. Effective December 2, 2002, Defined Contribution Plan #4 participants may contribute an additional 7.5% of gross wages 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.

- G. Once an employee has opted for the Defined Contribution Plan No. 4, that employee may not opt for a Defined Benefit Plan, except he or she may transfer to the Hybrid Retirement Plan in accordance with Article 29.06(A)(2).
- H. Once an employee has elected to withdraw from Defined Contribution Plan #4, that employee may not return.
- I. Effective December 19, 2007, eligible employees may receive a duty disability retirement benefit in the form of an annuity purchased from available, vested Plan 4 contributions equal to seventy-five percent (75%) of the employee's average annual compensation as otherwise provided in Defined Benefit Plan #1. The employee will be required to surrender all funds in the Plan, including both employee and vested Employer contributions. In the event an employee has an outstanding loan from the Plan, loan payments shall continue as scheduled through equivalent withholding from the employee's monthly disability retirement benefit until such loan is repaid in full. Should the employee become deceased prior to full repayment, the employee's estate shall be responsible for any outstanding amount.

## **29.06 Hybrid Retirement Plan**

### **A. General Provisions:**

1. The Hybrid Retirement Plan shall be mandatory for all new employees hired and former employees re-employed, re-instated or rehired on or after December 2, 2002.
2. Employees hired, re-employed, re-instated or rehired prior to December 2, 2002, may elect to transfer from their current Retirement Plan to the new Hybrid Retirement Plan during a one-time window period of thirty (30) calendar days following the date of execution of this Agreement by the County Executive. Employees electing to transfer into the Hybrid Retirement Plan must fully purchase their entire credited service into the Plan within the 30 calendar day window period or they will forfeit eligibility for transfer into the Plan.

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

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

**B. Defined Benefit Provisions:**

1. For employees hired prior to the date this agreement is executed by the County Executive, normal retirement shall mean twenty-five (25) years of credited service at age 55, fifteen (15) years of credited service at age 60, eight (8) years of credited service at age 65 or thirty (30) years of credited service without an age requirement. For employees hired on or after the date this agreement is executed by the County Executive, normal retirement shall mean twenty-five (25) years of credited service at age 55, twenty (20) years of credited service at age 60, eight (8) years of credited service at age 65 or thirty (30) years of credited service without an age requirement.

Employees hired prior to December 19, 2007 who retire with thirty (30) or more years of service, or a minimum fifteen (15) years of service at age sixty (60) or older will receive medical benefits as otherwise provided under the terms of this Agreement. Employees hired on or after December 19, 2007 shall not receive or be eligible for Employer-sponsored insurance or health care benefits upon retirement, but shall be eligible to participate in the Employee Health Care Benefit Trust ("Trust") in accordance with Article 29.09.

2. Effective December 19, 2007, the amount of retirement compensation shall equal two percent (2.0%) per year times average final compensation for all years of credited service.
3. Average final compensation shall be equal to the monthly average of the employee's base compensation for the last five (5) years of credited service. Compensation will include final payouts of excess sick and annual leave, overtime and accumulated holiday time.

Employees in the Hybrid Retirement Plan hired prior to the date of execution of this Agreement by the County Executive shall continue to contribute one percent (1%) of compensation to the Retirement System. Employees hired on or after the date of execution of this agreement by the County Executive shall contribute five percent (5%) of all W-2 compensation to the Retirement System.

4. Regarding deferred retirement, vesting shall occur upon completion of eight (8) years of credited service. The amount of retirement compensation shall

be computed as normal retirement, but based on the actual number of years of credited service and average final compensation at the time of termination. The payment of retirement benefits shall begin at age sixty-five (65).

5. Eligible employees shall receive a duty disability retirement benefit. The amount of retirement compensation shall be computed as normal retirement with additional service credit granted from the date of retirement to age sixty (60). The total Plan 5 duty disability benefit, including that received under section 29.06(C)(4) below, shall not exceed seventy-five percent (75%) of the employee's average compensation as otherwise provided in Defined Benefit Plan #1.

Payments of workers' compensation benefits will be used to reduce an employee's retirement compensation. No age or service requirements apply.

6. Employees shall be eligible for a non-duty disability retirement upon completion of ten (10) years of credited service. The amount of retirement compensation shall be computed as normal retirement, but based on the actual number of years of credited service and average final compensation at the time of termination. The Employer reserves the right to limit payments from the Retirement System through the use of proceeds from the Employer's long-term disability policy.
7. In the event of an employee's death prior to retirement, normal retirement shall mean ten (10) or more years of credited service or eight (8) years of credited service at age 65. The amount of retirement compensation paid to the spouse shall be computed as normal retirement, but actuarially reduced in accordance with a one hundred percent (100%) joint and survivor election. If there is no eligible spouse, unmarried children under age eighteen (18) shall receive equal shares of fifty percent (50%) of the normal retirement benefit.
8. Employees in the Hybrid Retirement Plan shall be eligible for post retirement cost-of-living adjustments in the form of distributions from the Reserve for Inflation Equity.
9. 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 Hybrid Retirement Plan hired prior to the date of execution of this Agreement by the County Executive shall contribute two percent (2%) of base compensation to the plan. Employees hired on or after the date of execution of this agreement by the County Executive may contribute to the plan at his or her option in accordance with all Internal Revenue Service (IRS) rules & regulations; however, there will be no Employer contribution. An employee shall be immediately vested in one hundred percent (100%) of his or her contributions.
2. For employees hired prior to the date of execution of this Agreement by the County Executive, the Employer shall contribute two percent (2%) of the employee's base compensation. There will be no Employer contribution for employees hired on or after the date of execution of this agreement by the County Executive.

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

- a. Fifty percent (50%) vested in the Employer's contribution upon completion of one (1) year of service;
  - b. Seventy-five percent (75%) vested upon completion of two (2) years of service; and
  - c. One hundred percent (100%) vested upon completion of three (3) years of service.
3. Upon termination, an employee may select one (1) of the following distribution options:
    - a. Lump sum distribution of the vested account balance,
    - b. Rollover of the vested account balance into a qualified plan, or
    - c. Annuitizing the vested account balance if the employee is also eligible for a defined benefit pension.
  4. Effective December 19, 2007, eligible employees may receive a duty disability retirement benefit in the form of an annuity purchased from available, vested Plan 5 contribution-side funds. The total Plan 5 duty

disability benefit, including that received under section 29.06(B)(5) above, shall not exceed seventy-five percent (75%) of the employee's average compensation as otherwise provided in Defined Benefit Plan #1. The employee will be required to surrender all accumulated funds in the Plan, including both employee and vested Employer contributions. In the event an employee has an outstanding loan from the Plan, loan payments shall continue as scheduled through equivalent withholding from the employee's monthly disability retirement benefit until such loan is repaid in full. Should the employee become deceased prior to full repayment, the employee's estate shall be responsible for any outstanding amount.

### **29.07 Purchase of Military Service**

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

### **29.08**

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

### **29.09 Post-Retirement Health Care Benefit Trust**

#### **A. Employee Health Care Benefit Trust**

1. Except as provided below, employees hired on or after December 19, 2007 shall not receive or be eligible for Employer-sponsored insurance or health care benefits upon retirement.
2. Employees hired on or after December 19, 2007 shall be eligible to participate in the Employee Health Care Benefit Trust ("Trust") established and administered by the Employer.
3. Employees who elect to participate in the Trust will be required to make contributions in the amount of two percent (2%) of their base wage rate to fund the Trust. Contributions will be made in the form of bi-weekly payroll deduction, as specified in the *Wayne County Health and Welfare*

*Benefit Plan*, and employees will otherwise be subject to the terms and conditions outlined therein.

4. The Employer will also contribute five percent (5%) of the employee's base wage rate to the Trust in accordance with the terms of the *Wayne County Health and Welfare Benefit Plan*.
5. Fund distributions from the Trust will be subject to all applicable Internal Revenue Service rules and regulations.

**B. Permanent Waiver of Post-Retirement Health Benefits**

1. Employees hired prior to the date of execution of this Agreement by the County Executive may elect to permanently relinquish their current or future eligibility to receive post-retirement insurance and health care benefits from the County.
2. Employees electing to permanently waive post-retirement health care benefits under this Article may elect to participate in the Employee Health Care Benefit Trust as described in Article 29.09(A) above.

## **ARTICLE 30 – UNEMPLOYMENT INSURANCE**

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

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

## **ARTICLE 31 – UNION BULLETIN BOARDS**

### **31.01**

- A. 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 of Policies of the International Union
5. Recreational and Social Affairs of the Union

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

### **31.02**

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**

### **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. However, such reimbursement for mileage is limited to the daily mileage that is in excess of an employee's daily "normal commute." An employee's daily "normal commute" is the total number of miles traveled from home to the employee's official work location and from the official work location back to the employee's home.

Effective beginning the first of the month following execution of the Collective Bargaining Agreement by the County Executive, employees shall be reimbursed at the following rates which shall be adjusted as of January 1st of each year, in accordance with the composite cost for driving 10,000 miles, which is published annually by the American Automobile Association, (AAA) in the publication "Your Driving Costs."

First 300 miles-AAA published rate less \$.06/mile  
Next 300 miles-AAA published rate less \$.08/mile  
Over 600 miles-AAA published rate less \$.10/mile

### **32.02**

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.

**32.03**

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 end of the next month after it has incurred.

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

**32.04**

Emergency overtime will be paid from home to worksite and home again.

**ARTICLE 33 – TUITION REIMBURSEMENT**

**33.01 Eligibility**

A. Tuition reimbursement shall be limited to regular, full-time Journey-persons whose programs meet the following requirements:

1. Courses are determined by the Employer to be job-related and acceptable for the occupation in which the Journey-person is presently working or for a classification in the County of Wayne for which he/she is reasonably preparing to qualify.
2. Courses are conducted by an accredited college or university.
3. Courses that are conducted for Journey-persons by the Building Trades Training and Joint Apprenticeship Committee Training Centers listed below are eligible for reimbursement:
  - a. Pipe-fitting Industry Training Center

- b. Sheet Metal Workers' Local Union 80 Joint Apprenticeship Committee
- c. Plumbing Industry Training Center
- d. Detroit Joint Electrical Apprentice Committee
- e. Iron Workers Joint Apprenticeship Committee of Eastern Michigan
- f. Detroit Carpentry Joint Apprenticeship Committee.
- g. Detroit Metropolitan Masonry Joint Apprenticeship and Training Center
- h. Detroit and Metropolitan Area Painters' Joint Apprenticeship Committee.

### **33.02 Amount of Reimbursement**

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

## **ARTICLE 34 – CONTRACTING**

### **34.01**

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

## **ARTICLE 35 – SEVERABILITY CLAUSE**

### **35.01**

If any court, board or agency having jurisdiction rules that any part, or parts, of this Agreement are void or of no effect, the remainder of this contract shall continue to be binding on the parties. The parties shall meet promptly to negotiate concerning the part or parts of this Agreement ruled void or of no effect.

## **ARTICLE 36 – INDEMNIFICATION**

### **36.01**

The Employer agrees to hold harmless and indemnify all employees covered by the Collective Bargaining Agreement from all civil claims, actions, and judgments 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.

### **36.02**

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 obligation under this Article.

### **36.03**

An employee seeking indemnification must cooperate with Corporation Counsel, and any appointed attorney, throughout the entire course of the 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 deemed 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 37 – SUPPLEMENTAL AGREEMENTS**

### **37.01**

Where appropriate, the parties agree to negotiate in good faith on all mandatory

subjects of bargaining not covered in this Agreement. If the parties reach an agreement on a subject, that agreement will be incorporated into this Agreement.

## **ARTICLE 38 – DEFERRED COMPENSATION PLAN**

### **38.01**

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

## **ARTICLE 39 – UNIFORMS**

### **39.01**

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

### **39.02**

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

## **ARTICLE 40 – ERRORS IN WAGES, FRINGE BENEFITS AND LEAVE TIME**

### **40.01**

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 that 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.

#### **40.02**

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.

#### **40.03**

Errors made in the computation or payment of any leave time may be recovered by adjusting current leave balances, offsetting future leave earnings, or at the option of the employee, money may be paid back.

#### **40.04**

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 41 – WAGES**

#### **41.01          Fiscal Year 2008-2009**

There will be no wage or step increases for the 2008-2009 fiscal year.

#### **41.02          Fiscal Year 2009-2010**

There will be no wage or step increases for the 2009-2010 fiscal year.

#### **41.03          Fiscal Year 2010-2011**

There will be no wage or step increases for the 2010-2011 fiscal year.

#### **41.04 Foreman Differential**

Effective upon execution of the Collective Bargaining Agreement by the County Executive, the wage rate for Trades foremen shall be established at a minimum of one dollar seventy-five cents (\$1.75) per hour above the maximum rate for journeymen.

#### **41.05**

Effective upon the date of execution of this Agreement by the Wayne County Executive, if there is a 4.0% or larger difference in wages between the County and the same craft on the outside on October 1<sup>st</sup> annually, a 1.5% wage adjustment shall be added to the affected craft or crafts within sixty (60) days. Outside wage to consist of base pay plus taxable union dues; not to include special assessments or vacation and holiday pay.

### **ARTICLE 42 – ENTIRE AGREEMENT**

#### **42.01**

This Agreement contains the entire understanding and agreement of the parties. It is further agreed that there are no verbal agreements or understandings or past practices that affect or qualify any of the terms of this Agreement.

### **ARTICLE 43 – TERMINATION**

#### **43.01**

This Agreement shall become effective upon execution by the Wayne County Executive and shall remain in full force and effect through 11:59 p.m. September 30, 2011.

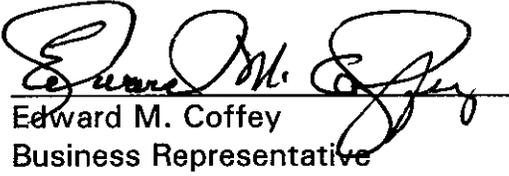
#### **43.02**

The contract and all benefits and conditions contained herein shall expire (terminate) by its own terms on 11:59 p.m. September 30, 2011. Either Party may, by written

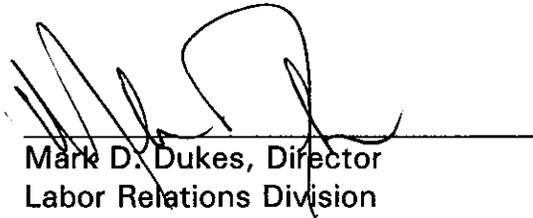
notice given at least sixty (60) days prior to said date, request to continue and/or renegotiate the Agreement.

In Witness Whereof, the parties hereto set their hands,

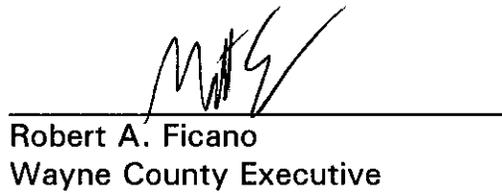
**MICHIGAN BUILDING & CONSTRUCTION FOR THE COUNTY OF WAYNE  
TRADES COUNCIL, AFL-CIO**

  
Edward M. Coffey  
Business Representative

Date: 6-30-09

  
Mark D. Dukes, Director  
Labor Relations Division

Date: 06/30/09

  
Robert A. Ficano  
Wayne County Executive

Date: 8-11-09

Approved by:

2009-471  
Wayne County Commission

Date: 8-6-09

## **APPENDIX A**

### **DEFINITION OF THE BARGAINING UNIT**

The following classes or positions are hereby declared to be included in the bargaining unit described in Article 3:

Asbestos Worker  
Bricklayer  
Carpenter  
Carpenter Foreman  
General Carpenter Foreman  
Electrician  
Electrician Foreman  
Electrician Sub Foreman  
Iron Worker  
Iron Worker Foreman  
Laborers  
Painter  
Painter Foreman  
Painter Sub Foreman  
Pipe fitter  
Pipe fitter Foreman  
Plasterer  
Plasterer Tender  
Plumber  
Plumber Foreman  
Sheet Metal Worker  
Tile Setter

Any building or construction trade classes or positions, whether or not covered in the above list of included classes or positions, and any additional classes or positions now existing or hereafter created, will be the subject of supplemental contracts.

**ADDENDUM TO ARTICLE 29 - RETIREMENT**

**2008–2011 COLLECTIVE BARGAINING AGREEMENT  
- Between -  
THE COUNTY OF WAYNE, MICHIGAN  
- And -  
MICHIGAN BUILDING & CONSTRUCTION TRADES COUNCIL**

**RE: Additional And / Or Modified Retirement Article Terms**

**NEW RETIREMENT PLAN #6**

1. Effective on the date the Wayne County Executive executes the 2008 – 2011 collective bargaining agreement, the County of Wayne will establish a new retirement benefit plan option #6 (i.e. Retirement Plan #6) for eligible employees of record in the bargaining unit as of December 1, 2008.
2. Employees in the Hybrid Retirement Plan #5 may transfer into Retirement Plan #6 provided they elect, transfer into, and fully purchase into Plan #6 at a rate of \$500.00 per year for each year of credited service no later than thirty (30) calendar days after the date of execution of the 2008 – 2011 collective bargaining agreement by the Wayne County Executive.
3. The defined benefit side multiplier for all years of credited service shall be 2.5% of Average Final Compensation.
4. Average Final Compensation shall be equal to the average of the best five (5) out of the last seven (7) years of compensation while a member of the Retirement System and shall include the same payout computation elements included in the Hybrid Plan #5 (i.e., final payouts of excess sick and annual leave).
5. Normal retirement shall mean twenty-five (25) years of credited service at age 55, twenty (20) years of credited service at age 60, eight (8) years of credited service at age 65 or thirty (30) years of credited service without an age requirement. Eligible employees retiring with thirty (30) or more years of service, or a minimum twenty (20) years of service at age sixty (60) or older will receive medical benefits as otherwise provided under the terms of this Agreement.
6. Eligible employees of record transferring into Hybrid Plan #6 shall contribute 4% of all W-2 compensation to the Retirement System.
7. For purposes of the applicable employee contribution rate calculation, W-2 compensation shall include payouts of excess sick and annual leave.
8. Employees shall also be allowed to make contributions to the contribution side of Plan #6 with no Employer match, subject to all IRS rules and regulations.
9. Once an employee elects to transfer to the new Retirement Plan #6, that employee may not return to his or her prior Retirement Plan.

10. Eligible employees shall receive a duty disability retirement benefit. The amount of retirement compensation shall be computed as normal retirement with additional service credit granted from the date of retirement to age sixty (60). The total Plan #6 duty disability benefit, including that received under the contribution side of Plan #6, shall not exceed seventy-five percent (75%) of the employee's average compensation as otherwise provided in Defined Benefit Plan #1.

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.

### **RETIREMENT PLAN #5**

1. All employees hired on or after the date of execution of the 2008 – 2011 collective bargaining agreement by the Wayne County Executive will be required to go into Plan #5 and contribute five percent (5%) of all W-2 compensation to the retirement system.
2. For purposes of the applicable employee contribution rate calculation, W-2 compensation shall include payouts of excess sick and annual leave.
3. 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.

### **GENERAL PROVISIONS**

1. All employees hired on or after the date of execution of the 2008 – 2011 collective bargaining agreement by the Wayne County Executive shall not be eligible for a 13<sup>th</sup> check upon retirement.
2. Effective the date of execution of this Agreement by the County Executive, and for no more than thirty (30) calendar days thereafter, employees of record with the County of Wayne in the bargaining unit as of December 1, 2008 who are in Retirement Plans 1, 2, 3, 5 or 6 may purchase up to two (2) years of credited service toward retirement eligibility at total actuarial cost not to exceed \$30,000.

**MEMORANDUM OF AGREEMENT**  
- Between -  
**THE COUNTY OF WAYNE, MICHIGAN**  
- And -  
**MICHIGAN BUILDING & CONSTRUCTION TRADES COUNCIL**

**RE: 2008-2011 COLLECTIVE BARGAINING AGREEMENT - RETIREMENT INCENTIVE PROGRAM**

As it concerns eligible Wayne County employees of record as of December 1, 2008 who are members of the Michigan Building & Construction Trades Council ("Union") and who are members of a Defined Benefit, Hybrid or Contribution Retirement Plan (i.e., Plans 1, 2, 3, 4, 5 or 6), the County of Wayne and the Union mutually understand and agree to the following one-time, limited incentive program to be contingent upon execution of the 2008-2011 collective bargaining agreement by the Wayne County Executive:

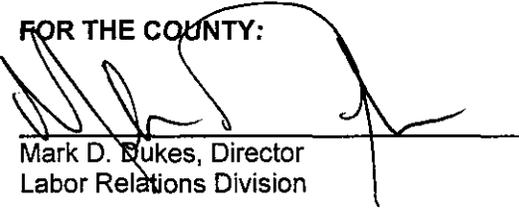
1. For eligible employees of record with the County of Wayne as of December 1, 2008 who are members of a Defined Benefit or Hybrid Retirement Plan (i.e., Plans 1, 2, 3, 5 or 6) who have not less than twenty (20) years of credited service as of December 1, 2008, and who retire no later than August 1, 2009, defined benefit average final compensation shall be equal to the average of the three (3) highest years of compensation while a member of the Retirement System. The standard method used by the Retirement System in calculating the employee's highest years shall continue to be utilized.
2. Eligible employees of record with the County of Wayne as of December 1, 2008 who are members of Defined Contribution Plan #4 with not less than eighteen (18) years of credited service as of December 1, 2008 will be eligible to apply for normal retirement, provided they retire no later than August 1, 2009.
3. Employees retiring under the terms of this Memorandum of Agreement will be eligible to receive post-retirement medical benefits in accordance with the parties' collective bargaining agreement.
4. No terms or conditions of the applicable Collective Bargaining Agreement between the County and the Union, the Wayne County Retirement Ordinance nor any existing practices or procedures will be amended, modified, altered or changed by the execution of this Agreement.
5. Based on the parties' mutual agreement, the Union agrees to hold harmless the County and not initiate a grievance, unfair labor practice charge, civil action or any other type of litigation against the County regarding any issues in any way related to the subject matter of this Memorandum of Agreement.
6. This Agreement will not serve as precedent in any other matter and is without any evidentiary value, except as may arise from the application or enforcement of this Agreement. The Union will not use or cite this Agreement in any other proceeding of any kind.

**FOR THE UNION:**

  
Edward M. Coffey, Business Representative  
Michigan Building & Construction Trades Council

Date: 7.1.09

**FOR THE COUNTY:**

  
Mark D. Dukes, Director  
Labor Relations Division

Date: 7/1/09

**MEMORANDUM OF UNDERSTANDING #1**

**- BETWEEN -**

**THE COUNTY OF WAYNE**

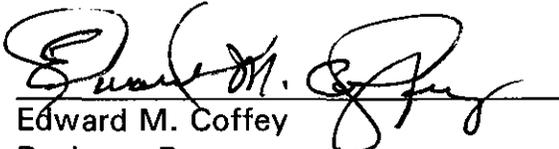
**- AND -**

**THE MICHIGAN BUILDING AND CONSTRUCTION TRADES COUNCIL**

It is agreed between the parties that certain premium pays will be continued in the following manner:

Eighty cents (\$.80) per hour will be paid to sprayers and sandblasters who work at a scaffold height of at least 40 feet above ground level. The same amount shall be paid for all brushing, cleaning and other preparatory work other than spraying or steeplejack work at a scaffold height of at least 50 feet above ground level. The premium will also be paid for all swing stage work including window jacks and window belts (both exterior and interior), and for all ladder work at least 40 feet above ground level.

**FOR THE UNION:**

  
Edward M. Coffey  
Business Representative

Date: 6-30-05

**FOR THE COUNTY:**

  
Mark D. Dukes, Director  
Labor Relations Division

Date: 06/30/05

**MEMORANDUM OF UNDERSTANDING #2**

**- BETWEEN -**

**THE COUNTY OF WAYNE**

**- AND -**

**THE MICHIGAN BUILDING AND CONSTRUCTION TRADES COUNCIL**

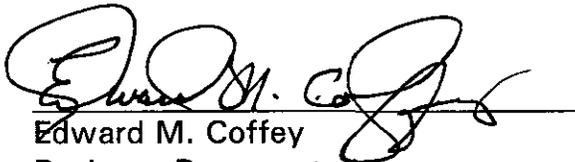
**RE: AGENCY FEE PROCEDURE:**

The parties recognize that a union wishing to collect agency shop service fees must adopt constitutionally adequate procedures. In accordance with the requirements of Chicago Teachers Union v Hudson, 475 US 292 (1986), the Michigan Building and Construction Trades Council ("Council") must adopt and utilize procedures which provide nonmembers with: (1) an adequate explanation of the basis for the Council's service fee including disclosure of all major categories of expenses; (2) a reasonably prompt opportunity to object to the fee before an impartial decision maker; and (3) escrow the amounts reasonably in dispute while the challenges are pending and provide for advance reduction of fees for expense categories unrelated to negotiations or contract administration and clearly expended for ideological purposes.

To that end, prior to the enforcement of the required payroll deduction of agency shop service fees for any nonmember challenging the Council's service fee, the Council agrees to provide the County with a copy of the Michigan Building and Construction Trades Council's current service fee collection procedures and to inform the County in writing that the Union has complied with all requirements of those procedures in connection with the bargaining unit members whose fees are at issue, prior to the County making the required payroll deductions.

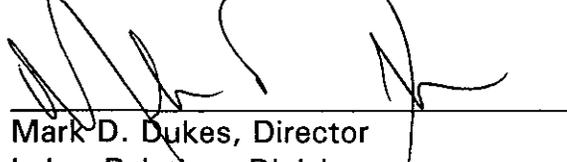
If the procedure is altered or amended, the Council agrees to serve the County with a copy and to meet and confer with the County regarding any concerns raised. The Council will inform the County in writing regarding its compliance with all the requirements of the above referenced procedures prior to the County making the required payroll deductions.

**FOR THE UNION:**

  
Edward M. Coffey  
Business Representative

Date: 6-30-09

**FOR THE COUNTY:**

  
Mark D. Dukes, Director  
Labor Relations Division

Date: 06/30/09

**THIS LETTER IS CONTINUED AS PART OF THE 2008 TO 2011 COLLECTIVE BARGAINING AGREEMENT.**

August 6, 1991

Mr. Norm Wood, Business Agent  
Greater Detroit Building  
& Construction Trades Council  
1640 Porter  
Detroit, MI 48216

**RE: RETIREMENT - ARTICLE 28.14**

Dear Mr. Wood:

To confirm our conversation of July 26, 1991 this letter is to clarify Article 28.14 of the new Collective Bargaining Agreement.

Those employees hired before July 1, 1991 who retire as regular service retirees, will continue to receive basic medical insurance coverage.

However, at present, as in the past, they will not have dental insurance coverage nor will they be eligible for supplemental life insurance and County funded life insurance will also be reduced. All in accord with our existing benefit plan.

Those hired on or after July 1, 1991 will have to meet the terms and conditions set forth in our new CBA.

You should also note that the phrase "regular service retirees" does not include those employees who leave County employment with deferred vested pension benefits and who later receive retirement benefits when they become eligible under the retirement plan.

If you have any questions, please feel free to contact Corliss Geiss of my staff at 224-5914.

Sincerely,

Mark R. Ulicny, Director  
Labor Relations Division