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6/30/86

AGREEMENT

between

**The American Federation
of State, County
and Municipal Employees
Council No. 25**

and its affiliates

**Local No. 101
Local No. 1862
Local No. 2057
Local No. 2926**

and

**The Board of County Road
Commissioners of the
County of Wayne, Michigan;
The Wayne County Executive**

Wayne County Board of Road Commissioners



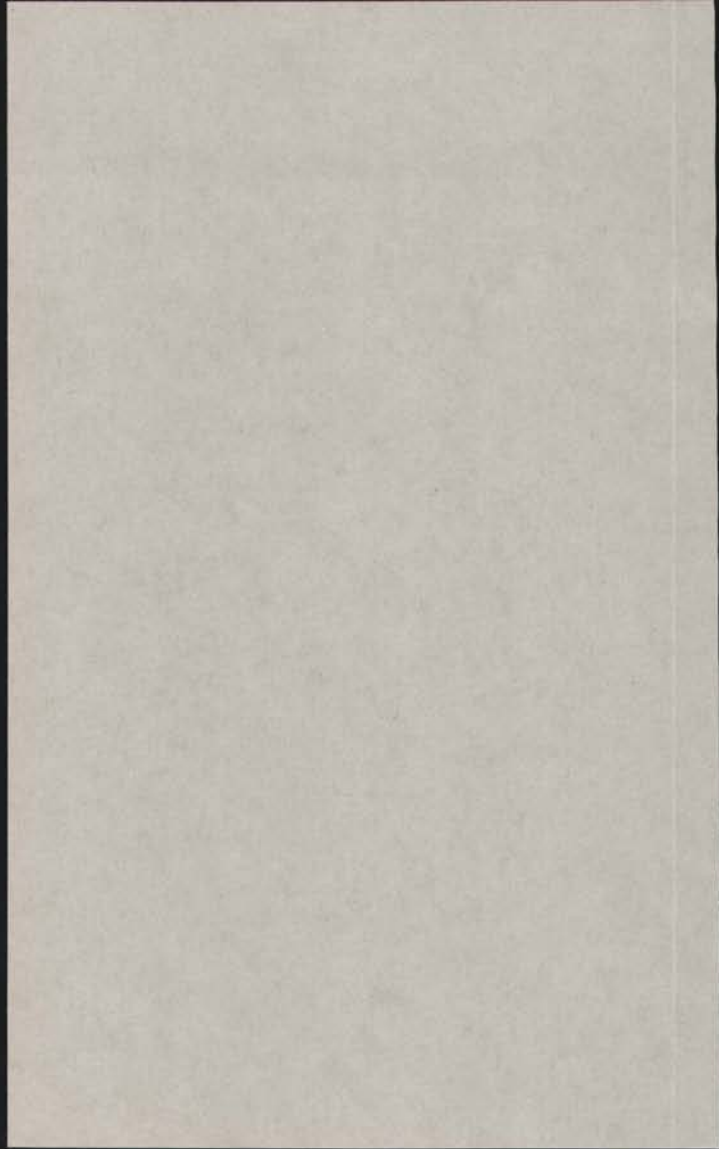


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Michigan State University
 LABOR AND INDUSTRIAL
 RELATIONS LIBRARY

AGREEMENT

Agreement, entered into this 6th day of July, 1984 by and between the County of Wayne as represented by the County Executive (hereinafter referred to as the Employer), and Council 25, AFSCME (hereinafter referred to as Local Union and/or Council as the bargaining agent for Locals 101, 1862, 2057 and 2926), agree as to the following terms and conditions:

ARTICLE I

Recognition

Section 1.

In accordance with the laws of the State of Michigan, the Employer grants recognition to Local 101, 1862, 2057 and 2926 in the classifications as are found in Appendices A, B, C and D.

Said recognition is limited to bargaining as to mandatory conditions of employment and disciplinary representational rights as may be required by statute or law.

Section 2.

New classes may be added thereto by agreement between the parties. Bargaining Unit positions shall not be reclassified or retitled for the purpose of removing same from the Bargaining Unit without prior agreement from the parties.

ARTICLE II

Purpose and Intent

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

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

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

The parties recognize that the Employer and the Union are legally and morally obligated to guarantee to all citizens a fair

and equal opportunity for employment and to these ends agree that no person shall be denied employment, or membership in the Union, nor in any way be discriminated against because of religion, race, color, national origin, age, sex, height, weight, marital status, or handicap as provided by Act 453 of 1976, as amended.

The masculine pronouns and relative words herein used shall be read as if written in plural and feminine if required by the circumstances and individuals involved, and is not intended to be discriminatory in any fashion.

ARTICLE III
Union Security

Section 1.

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

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

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

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

Section 2.

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

ARTICLE IV

Payment of Union Dues

Section 1.

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 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 must be tendered by payroll deductions.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE V
Payment of Service Charge

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liabilities by reason of action taken or not taken by the Employer for the purpose of complying with Articles III, IV and V of this Agreement.

Section 5.

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

ARTICLE VI
Aid to Other Unions

Section 1.

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

Section 2.

The Union agrees not to aid, promote, consort with, join forces with or make arrangements with any other union or local union for purpose of coercing the Employer.

ARTICLE VII

Strikes and Lockouts

Section 1.

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

Section 2.

Accordingly, it is agreed that neither the Union nor its members, officers, representatives or committees will cause, call, engage in, encourage or condone, and 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.

Section 3.

The Union agrees not to withhold their services due to strikes or work stoppages, provided that said members are not required to place themselves in jeopardy to cross a picket line.

Section 4.

The Employer agrees it shall not lock out its employees.

ARTICLE VIII

Severability Clause

If any Article or Section of this Agreement, or any Supplemental Agreement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be affected thereby.

ARTICLE IX
Manual of Personnel Procedures

The Employer's Manual of Personnel Procedures, as revised to October 25, 1974 and adopted by the parties on July 16, 1981, shall remain in effect as of the date of this Agreement and is incorporated herein by reference as the Manual of Personnel Procedures and shall apply where not in conflict with the terms of this Agreement.

Any modification of such Manual during the term of this Agreement shall be accomplished through negotiations between the Employer and the Union, and no modification, deletion or change shall be effected unless by mutual agreement of the parties.

ARTICLE X
Management Rights

The Employer possesses the exclusive right to manage the affairs of the County, including but not limited to the right to: establish starting and quitting time; establish the size of work crews; assign days off, annual leave and regulate other forms of leaves as may be provided for in this agreement; select the manner in which employees shall be reduced in classifications in the interest of lay-off; 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.

The Employer has any other common law rights an employer possesses and which have not been limited by the express terms of this Agreement. There are no past practices which the Union may rely upon in interpreting the express terms of this Agreement.

ARTICLE XI
Bargaining Committee

The Committee for bargaining universal subjects shall consist of one (1) representative plus an alternate from each Local Union. The alternate shall only serve when it is impossible for the regular bargaining representative to be present.

The individual Local Union Committees for bargaining on Local Union language shall consist of three (3) representatives from the Local Union; Local 101 shall have four (4) representatives.

The Bargaining Committee shall be established prior to the commencing of contract negotiations. The Union shall furnish the Employer with the names of those on the Committees. The members of the Committees shall be allowed time off without loss of compensation to participate in bargaining procedures; provided that such time off shall be limited to the employees' regular working hours.

**ARTICLE XII
Representation (101)**

Section 1.

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

A. The number of representatives and areas shall be as follows:

Airport Fire Fighters—Metro	1
Airport Maintenance—Metro	1
Willow Run Airport	1
Bridge Maintenance (Electricians and Bridge Mechanics, Traffic Signals (C.M.Y.)	1
Movable Bridge Operations	1 and 1 Asst.
Downtown—Clerical and Engineering	2
Field Engineering	2
Maintenance Divisions	
a. District I —Hoover	1
—Wyoming	1
b. District II —Norton/Phoenix	1
c. District III—Wayne South/Yost	1
d. District IV—New Boston/Sibley	1
e. District V —Goddard	1
f. Expressway	1
g. Sign Shop—Building Maintenance C.M.Y.	1
h. Merriman Yard	1
i. Equipment Repair, Stockroom and Bldg. #1 C.M.Y.	1
j. Construction Division—Bldg. #3 C.M.Y.	1
k. Maintenance Office—Bldg. #4 C.M.Y.	1

B. The above Stewards and Assistant Stewards shall represent all employees in their designated area.

C. The Union will keep an up-to-date list of the aforementioned and will supply the Employer with a copy of same.

D. Any modification in the above-listed areas shall be a proper subject for a Special Conference.

Section 2. Stewards

A. Stewards, during their working hours and without loss of compensation, may investigate and present grievances to the Employer. Before entering upon such Union business, Stewards shall request approval from their supervisor to leave their job assignment for a reasonable period of time to conduct the Union business. Approval will not be unreasonably withheld with the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Any alleged abuse by either party will be a proper subject for a Special Conference.

B. When a Steward is temporarily assigned to a position above the Bargaining Unit for a period of eight (8) or more hours during his regularly scheduled work shift, the assistant or alternate Steward shall assume the Steward's responsibilities.

C. If the above occurs, the assistant or alternate shall be offered all scheduled overtime if overtime becomes necessary during that work day.

D. When a Steward is temporarily assigned to a position above the Bargaining Unit on a weekly basis, the assistant or alternate shall be offered all scheduled overtime, including the sixth and seventh day of that scheduled work week.

Section 3. Committeemen

A. All Committeemen shall be full-time employees of the Wayne County Road Commission. The Union shall be entitled to three (3) Committeemen, who shall represent designated areas of the Employer to investigate employee grievances and complaints. The Employer must be notified forty-eight (48) hours before the Committeeman may assume his duties.

B. The Committeeman shall report daily to his work assignment unless excused by prior approval of the appropriate Management representative.

C. The Committeeman may be allowed to investigate grievances and complaints (up to full time) without loss of time or pay provided that approval for time off is first requested from and approved by the appropriate Management representative.

D. Approval for the Committeeman to leave his job assignment shall not be unreasonably withheld with the understanding that this time spent away from the job assignment will be devoted to the proper handling of the Union business and will not be abused. Any alleged abuse by either party will be a proper subject for a Special Conference.

Section 4. Local President

A. The President of the Local Union may request and be granted time off without loss of pay to present grievances involving the interpretation or application of this Agreement to the Division of Labor Relations and/or Board of County Road Commissioners as outlined in the grievance procedure.

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

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

Section 5.

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

**ARTICLE XII
Representation (1862)**

Section 1.

A. It is mutually agreed that for the purpose of operating under this Agreement, employees shall be entitled to representation by a designated Steward on an at-large basis.

B. The Union shall have three (3) Stewards. Each Steward shall have one (1) alternate to act when the Steward is absent.

Section 2.

Stewards, during their working hours and without loss of compensation, may investigate and present grievances to the Employer. Before entering upon such Union business, Stewards shall request approval from their supervisor to leave their job assignment for a reasonable period of time to conduct the Union business. Approval will not be unreasonably withheld with the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Any alleged abuse by either party will be a proper subject for a Special Conference.

Section 3.

A. The President of the Union may request and be granted time off without loss of compensation to investigate and present grievances as outlined in Steps 2, 3, 4, 5 and 6 of Settlement of Disputes.

B. The President or his representative may attend the meetings of County Boards, Commissions, and Committees when matters involving the Local Union are on the agenda.

Prior notice and approval must be obtained by the President before such time off will be approved.

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

**ARTICLE XII
Representation (2057)**

Section 1.

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

Section 2.

The number of representatives and areas shall be as follows:

Airport—Metro	1
Airport—Willow Run.	1
*Forestry (Merriman).	1
Central Maintenance (Equipment Repair Foreman)	1
Wayne Yard (all others & Yost Yard)	1
Goddard Yard	1
Norton Yard (Wilcox & Phoenix)	1
Wyoming Yard (Hoover)	1
Expressway Yard (Hern).	1
New Boston Yard (Sibley).	1
Central Maintenance—Bridge Division.	1
Central Maintenance—Roads and Signs.	1
*(April 1 to October 1—Parks will have one Steward)	

Section 3.

The Union shall keep an up-to-date list of the aforementioned and shall supply the Employer with a copy of same.

A Steward shall not be recognized by the Employer as a Union representative unless given proper notice by the Union of his selection not less than three (3) days prior to acting as a representative as herein designated by area.

Section 4.

Stewards, during their working hours and without loss of compensation, may investigate and present grievances to the Employer. Before entering upon such Union business, Stewards shall request approval from their supervisor to leave their job assignment for a reasonable period of time to conduct the Union business. Approval will not be unreasonably withheld with the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Any alleged abuse by either party will be a proper subject for a Special Conference.

Section 5. Committeeman

A. The Committeeman shall be a full-time employee of the Wayne County Road Commission.

B. The Union shall be entitled to designate one (1) employee as Committeeman who shall investigate grievances and employee complaints. The Employer must be notified forty-eight (48) hours before the Committeeman may assume his duties.

C. The Committeeman shall report daily to his regular job area. Approval for any time off with pay for the Committeeman shall be on the basis of a request made to and approved by his supervisor for the purpose of investigating a specific employee's complaint or grievance.

1. An exception to the procedure of requiring the Committeeman to report to work on a daily basis shall be made in situations where he is requested and is approved to attend scheduled meetings with the Administrative Staff or with the Board of County Road Commissioners.
2. Supervisors will not unreasonably withhold their approval, with the understanding that the approved time off will be devoted to investigating the grievance and complaint for which granted.

D. Alleged abuse by either party of this section shall be a subject for a Special Conference.

Section 6. President

A. In the Absence of the Committeeman, the Local Union President may be released from his regular work assignments without loss of time or pay upon prior notice to the appropriate Management representative, when required, in accordance with Step 3 in the processing of employee grievances.

B. The Local Union President may attend meetings of County Boards, Commissions and Committees when the agenda includes matters pertinent to the proper administration of his Local Union, upon reasonable notice to and approval by the appropriate Management representative.

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

ARTICLE XII Representation (2926)

Section 1.

It is mutually agreed that for the purpose of operating under this Agreement, employees shall be entitled to representation by a designated Steward on an at-large basis.

Section 2.

A. The Union shall have four (4) Stewards, two (2) for Unit I and two (2) for Unit II. Each Steward shall have one (1) alternate to act when the Steward is absent. The Steward shall be allowed time off without loss of compensation for Union business; provided, that approval for such time off is first requested and granted by the Employer's representative. Approval will not be unreasonably withheld with the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Any alleged abuse by either party will be a proper subject for a Special Conference.

B. The Union will keep an up-to-date list of the aforementioned and will supply the Employer with a copy of same.

Section 3. Chapter Chairperson

A. The Chapter Chairperson or his designated representative of the Local Union may request and be granted time off without loss of pay to present grievances involving the interpretation or application of this Agreement to the Division of Labor Relations and/or Board of County Road Commissioners as outlined in the grievance procedure.

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

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

ARTICLE XIII

Settlement of Disputes

Section 1.

Whenever an employee believes he has cause for a grievance on any matter concerning his employment with the Employer or as it relates to the interpretation or application of the provisions of this Agreement, the procedure hereinafter shall be followed; except that this procedure shall not prejudice nor

deny any employee's rights under any other legally constituted agency of government.

Step No. 1:

The employee, with the Union Steward or the Steward acting alone but on behalf of the employee, shall within ten (10) working days of the day of the reported grievance, discuss the complaint with the Employer's designated division representative. (Airport Firefighters, working on a platoon basis, shall be within four (4) working days.) The Employer's designated representative shall then attempt to resolve the matter and shall respond to the Steward within four (4) working days.

Step No. 2:

A. If the grievance is not satisfactorily answered in Step No. 1, the Steward may, within five (5) days after receiving the answer in Step No. 1, consult with the Local President or where applicable, the Committeeperson, who shall present the grievance in writing to the Employer's designated representative, which shall be the Division or Department Head.

B. The Division or Department Head shall communicate his answer in writing to the Local Officer designated in A above within five (5) days after receipt of the grievance.

Step No. 3:

A. If the grievance is not satisfactorily answered in Step No. 2, the Local President or designated representative, shall present the written grievance and answer to the Labor Relations Division within five (5) days after receipt of the answer in Step No. 2. It is understood that all grievances presented at this level must include the signed original grievance, the assigned case number, the employee's retirement number and correspondence indicating the alleged Article and/or Section of the Agreement which the grievant feels has been violated. Failure to comply with the above will result in the return of the grievance to the Union.

B. The Labor Relations Division, upon receipt of the grievance, shall within five (5) working days submit an answer to the President of the Local.

Step No. 4:

A. If the President of the Local Union or his representative is not satisfied with the answer from Step No. 3, he shall notify the Labor Relations Division within five (5) working days after receipt of the answer from Step No. 3 above.

B. The Labor Relations Division shall conduct a hearing which shall include all involved parties and witnesses. All evidence intended for use in Step No. 5 will be presented.

C. The Labor Relations Division shall, within five (5) working days of the conclusion of the hearing indicated in B above, submit an answer to the President of the Local.

Step No. 5:

Disciplinary grievances unresolved by all prior steps herein provided may be submitted either to the Civil Service Commission for final determination or to the umpire procedure provided in Step 6 below.

Step No. 6:

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 submitted to an umpire in accordance with the following:

A. The umpire system shall be invoked by written notice to the other party. Such notice shall be given within fifteen (15) working days of receipt of the Step 4 answer.

Grievances shall be heard in accordance with the published rules of the American Arbitration Association. The expenses of the umpire shall be shared equally by the parties; pursuant to the contract entered into by and between the Employer, Union and Umpire. Grievance involving discharge and other grievances in which the Employer has a continuing liability shall be heard within thirty (30) working days of the submission to the umpire. Other grievances shall be heard within sixty (60) working days of the submission to the umpire. The umpire shall render a decision not later than ten (10) days following the hearing.

B. The umpire shall limit the 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 varying, in any way, the terms of this Agreement;
2. granting any wage increases or decreases; or
3. granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

C. The umpire shall be without authority to require the Employer to delegate, alienate, or relinquish any powers, duties, responsibilities, obligations, or discretions which by State Law or State Constitution the Employer cannot delegate, alienate, or relinquish.

D. No settlement at any stage of the grievance procedure shall be a precedent in any arbitration hearing.

E. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to removal from the payroll of the Employer.

F. The decision of the umpire in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.

G. There shall be no appeal from the umpire's decision if made in accordance with the umpire's jurisdiction and authority under this Agreement. The umpire's decision shall be final and binding on the Employer, on the employee or employees, and the Union.

H. In the event a case is appealed to an umpire and it is found that the umpire 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.

I. The involved parties and the Local representative shall not lose pay for time off the job while attending the umpire proceedings.

Section 2. Selection of Umpire

A. Within thirty (30) calendar days after the execution of this Agreement, the parties shall convene and mutually select a person qualified in labor-management relations to serve as permanent umpires. The umpire shall serve a term of one year, unless terminated.

B. The Employer and Union may, by mutual agreement, terminate the contract with the umpire based upon the showing of sufficient and reasonable cause.

C. Once the umpire has received written notice that said services are terminated, he shall not hear any further cases. However, the umpire shall render decisions on all cases that have been heard prior to receiving such notice.

ARTICLE XIV
Reprimands, Suspensions, Demotions
and Discharge for Cause

Employees shall not be subject to any form of discipline except for just cause. If the Union determines to appeal any disciplinary action other than oral and written reprimands, it shall file a grievance in accordance with Step 2 of Article XIII.

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

ARTICLE XV
Seniority

Seniority, except for retirement, annual leave and sick leave, shall be defined as the total length of continuous Wayne County Road Commission employment. For the purpose of this Article, only those employees hired prior to July 1, 1976, shall have all County employment earned prior to July 1, 1976, included as Wayne County Road Commission seniority. Seniority for purposes of retirement, annual leave and sick leave shall be defined by the Wayne County Civil Service Commission.

In the event two (2) or more employees shall have the same seniority date, their placement on the seniority list shall be determined by comparing the last four (4) digits of each employees "Social Security" number, and next, a "flip of the coin" conducted by the Employer with a representative of the Local Union present. The employee with the lower four (4) digit number shall be placed highest on the seniority list. (The number 0 shall be the lowest number.)

Section 1. Transfer

A. Employees shall be transferred to vacant positions in their classification and specialty in the order of the greatest seniority. Employees desiring a transfer within the same classified position within the Bargaining Unit shall file a "Transfer Request Card" with the Employer's Personnel Division, with a copy to the Union. Employees who transfer must wait (see below) after such transfer before being eligible for another transfer. Additionally, any employee who turns down a previously requested transfer shall be required to wait (see below) before being eligible for another transfer request for that position or location requested.

1. LOCAL 101
 - a. Employees who transfer must wait twelve (12) months before being eligible for another transfer.
 - b. Employees who refuse a transfer request must wait six (6) months before being eligible to transfer.
2. LOCAL 1862
 - a. Employees who transfer must wait twenty-four (24) months before being eligible for another transfer.
 - b. Employees who refuse a transfer request must wait six (6) months before being eligible to transfer.
3. LOCAL 2057
 - a. Employees who transfer must wait twelve (12) months before being eligible for another transfer.
 - b. Employees who refuse a transfer request must wait six (6) months before being eligible to transfer.
4. LOCAL 2926
 - a. Employees who transfer must wait eighteen (18) months before being eligible for another transfer.
 - b. Employees who refuse a transfer request must wait six (6) months before being eligible to transfer.

B. LOCAL 101—It is understood between the parties that the transferred employee shall be assigned in accordance with the seniority as it relates to the vacant piece of equipment or assignment which initially caused the transfer.

C. Effective sixty (60) days after the signing of this Agreement, employees will be required to file a new transfer request card in accordance with the mutually agreed upon transfer request card. The new transfer card shall be agreed upon within ten (10) days of the signing of this Agreement.

D. In the event an employee is either promoted or demoted, the employee shall have his name removed from the transfer list.

Section 2. Shift Preference

A. Shift Preference shall be determined by the selection of the employee with the greatest amount of seniority. It is understood that shift preference relates only to those employees who are not required to work on a revolving shift or twenty-four (24) hour shift basis.

It is understood by the parties that the shift system presently being utilized at the Movable Bridge Operation will remain in effect.

Section 3.

It is understood that in situations where it can be reasonably ascertained by Management that the employee eligible for either transfer or provisional promotion will be unavailable for said vacancy for a period exceeding thirty (30) calendar days, that employee shall be passed over but shall retain his eligibility for such future transfers and provisional promotions as he would otherwise be entitled to by the provisions of this Labor Agreement.

Section 4. Lay-Off and Displacement

A. Displacement shall be defined as the reassignment, transfer or demotion of an employee as the result of the elimination of a position, discontinuance of work function or lack of work and/or funds.

B. Lay-Off—An employee may be laid off by the Employer in the manner herein provided when there is a lack of work or funds which require a reduction in personnel.

C. Notice of lay-off or displacement shall be issued by the Employer. Such notice shall be delivered to the employee so affected not less than two (2) weeks prior to the effective date thereof, with notice to the Union three (3) weeks prior to the effective date.

D. No regular employee shall be laid off or displaced while there are limited term, probationary or provisional employees serving in positions in the same class, nor shall any probationary employee be laid off or displaced while there are limited term or provisional employees serving in positions in the same class.

E. In the event of lack of work or lack of funds and the Employer must eliminate positions, employees shall be laid off or displaced in the following manner:

1. Employees shall be laid off or displaced from the lesser to the greater seniority, as defined in this Article, to a vacant or occupied position in the classification or associated classification as defined in Appendix F.
2. Employees having the pre-established rights in more than one work class group as defined in Appendix F

shall be permitted to exercise his right at the proper compatible salary and class.

3. Nothing in this Agreement shall be construed to abridge or otherwise limit the rights of employees not covered by this Agreement.

Section 5. Recall from Lay-Off

Employees shall be recalled from lay-off in the inverse manner by which they were laid-off, in accordance with Section 4 of this Article.

Section 6. Lay-Off of Union Representatives

A. Local Union Officers—Notwithstanding their position on the seniority list, Local Union officers, president, chapter chairperson, chapter representative, vice-president, financial secretary, recording secretary and sergeant-at-arms shall in the event of a lay-off, be continued at work as long as there is work being performed in the Bargaining Unit in the class and/or class series in which they have status. Notwithstanding their seniority, they shall be the first recalled when there is work to be performed in their class or class series.

B. Committeemen—Notwithstanding their position on the seniority list, Committeemen after those listed in Section 6(A) of this Article shall be continued to work as long as there is work being performed in the class or class series in which they have status. Notwithstanding their seniority, Committeemen shall be recalled after the Union officers indicated in Section 6(A) of this Article, when there is work to be performed in their class or class series.

C. Stewards—Notwithstanding their position on the seniority list, and after those Union officers indicated in Section 6(B) of this Article, Stewards shall be continued to work as long as there is work being performed in their class or class series in which they have status. Notwithstanding their seniority, Stewards shall be recalled after the Union officers indicated in Section 6(A)(B) of this Article.

Section 7. Automatic Resignation

Any employee who is absent without leave for five (5) or more consecutive work days without notification to the Employer as to the reason for said absence, shall be deemed to have resigned from the employ of the Employer and shall forfeit all seniority rights.

ARTICLE XVI
Filling of Vacancies

Except as provided elsewhere in this Agreement and provided the employee has received a satisfactory performance rating, all vacancies shall be filled in accordance with the Manual of Personnel Procedures, except that no veteran's preference points shall be used for promotional examinations, and a medical demotion or transfer shall supercede regular promotion in said order.

ARTICLE XVII
Union Bulletin Boards

The Employer agrees to furnish the Union adequate bulletin boards at each work location for use by the Union and further that said bulletin boards are to be so designated as Union bulletin boards.

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 XVIII
Special Conferences

Special Conferences shall be arranged between the Local President and the Employer upon the request of either party. Unless otherwise agreed, such meetings shall be between three (3) representatives of the Employer and three (3) representatives of the Local Union. Arrangements for such special conferences shall be made at least twenty-four (24) hours in advance. A written agenda of the matters to be taken up at the meeting together with the names of the conferees representing the requesting party shall be presented at the time the conference is requested. Matters taken up in a special conference shall be confined to those included in the agenda. Such conferences shall be held during regular work hours. Members of the Local Union shall not lose compensation for time spent in special conferences and no additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours. A representative of Council No. 25 or a representative of the International Union may attend the special conference as one of the Local Union's three (3) representatives.

ARTICLE XIX
Oral Review Boards

When a member of one of the Bargaining Units is to appear before a Civil Service Oral Examination Board relative to classifications within the Bargaining Units, a Union observer may be in attendance.

The Union observer shall be a Local Union officer from the American Federation of State, County and Municipal Employees locals, other than those covered in this Contract.

ARTICLE XX
Contracting

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

ARTICLE XXI
Special Committees

Section 1. Joint Action Committee

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

Section 2. Safety Committee

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

The Union Representative on the Safety Committee shall, upon prior request and approval, be granted reasonable time off with pay to investigate safety violations and shall prepare and submit reports and recommendations to the Board's Safety Unit. Requests for such time off shall not be unreasonably withheld. Any violation of the above shall be a proper subject

of the grievance procedure. The Employer must be given forty-eight (48) hours' notice before the designated Union representative may assume his duties.

Section 3. Employees' Assistance Advisory Committee

A. A committee consisting of one (1) representative from the Union and one (1) representative from the Employer shall be established to investigate alcoholism, substance abuse and emotional problems of employees. This committee shall recommend to the Employer necessary solutions and shall be granted a reasonable amount of time off with pay to carry on its investigation.

The parties recognize that substance abuse problems, including alcoholism and emotional illness, can be successfully treated and treatment of these and other personal problems is in the best interest of the employee, Union and Employer.

B. This committee is not to be interpreted as constituting a waiver of any Employer rights.

ARTICLE XXII

Leaves

Section 1. Annual Leave

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

1. The number of annual leave days to be granted shall be determined by the employee's total length of service with any of the Employers party to this contract. Length of service shall be calculated on the basis of total service irrespective of separations, subject to the following provisions:
 - a. The length of separation from the service shall be deducted from the total length of service in computing annual leave days.
 - b. Service prior to a previous resignation shall not be considered in computing the length of total service. For purposes of this section, employees whose names are on re-employment lists as of the effective date of this Agreement shall not be affected.
 - c. Periods of seasonal, temporary, or limited term employment shall be deducted from the total length of service in computing annual leave days unless such employment is followed without break in service by a permanent appointment.

- d. Leaves of absence and time off without pay granted pursuant to this Article shall not be construed as breaks in service, provided however, that the length of such leaves of absence and time off shall be deducted from the total length of service, except that union leaves, military leaves, leaves during which employees are receiving Worker's Compensation, leaves granted to disabled veterans due to illness resulting from a service-connected disability, and 90 days of leaves of absence granted because of personal illness in any one year shall not be deducted.
- e. 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.
2. On the first day of the calendar month after the effective date of this agreement, employees shall have their accrued annual leave pro-rated by adjusting from an anniversary month to a calendar month for the one month prior to the effective date of this provision. Such conversion shall be computed as follows:

Pro-rated Hours =

$$\frac{\text{Work Days} \times \text{Earned Annual Leave Rate}}{18}$$

The number of pro-rated hours shall not exceed the maximum rate of accumulation permitted for the length of service in 3 below.

Annual leave shall be further adjusted from the first day of the month of retirement to the retirement date on the same basis.

3. Employees shall earn annual leave credits for each completed month of service according to the following schedule:

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

Annual leave credit shall be granted in any calendar month in which the employee has no less than eighteen (18) days of paid service.

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

The Employer may schedule time not scheduled by the employee to avoid payment under "C" below. If the Employer schedules time and later refuses that time, it shall be automatically considered excess.

C. Final decision as to whether any employee may take annual leave shall rest with the Department Head but no employee shall be required to work more than two years without an annual leave.

The above provisions shall be subject to the following limitations:

On November 1st of each year, the Employer shall audit each employee's annual leave account. All hours in excess of 160 hours shall be paid in cash on or before January 1st of each year. The first payment shall be payable on or before January 15, 1985. Vacations shall not be considered excess scheduled between November 1 and June 1.

Section 2. Holidays

A. Employees shall be granted time off with pay for the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Columbus Day
7. Thanksgiving Day
8. Friday after Thanksgiving Day
9. Christmas Eve
10. Christmas Day
11. New Year's Eve

12. State and National General Election Day
13. a. In 1984, three (3) swing holidays placed between Christmas and New Years (in lieu of Columbus Day and Veteran's Day).
 - b. In 1985, three (3) Swing Holidays placed between Christmas and New Years (in lieu of Washington's Birthday, Lincoln's Birthday and Veteran's Day).

On or before January 15 of each year, the C.E.O. shall publish the date or manner that each holiday will be celebrated. This provision shall be effective as of January 1, 1985.

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

C. None of the above provisions shall apply to the Airport Fire Fighter series which are working on a platoon basis.

Section 3. Union Leaves and Time Off

1. Employees who are elected to Union Conventions shall be allowed time off without loss of pay to attend such conventions in accordance with the requirements of the Union Constitution and convention.
2. Employees who are selected to represent their Local Union at union conferences shall be allowed time off without loss of pay to attend such conferences not to exceed five (5) days in any fiscal year upon written approval of the Department Head.
3. Members of the Union elected to the Local Union positions or selected by the Union to perform work which takes them from their employment shall at the written request of the Union receive leaves of absences for the term of office or appointment and upon return shall be re-employed at work in the previous classification with accumulated seniority.
4. Those members elected or selected to perform work for the Union that takes them from their employment will have the option of allowing any accumulated annual leave bank to be frozen during their leaves.

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

Section 4. Bereavement Leave

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:

A. Bereavement leave shall be limited to three work days at any one time except that it may be extended to a maximum of five work days if other unusual arrangements are required or in the event that the funeral is to take place at a distance of over 300 miles from the employee's place of residence. Such leave must be taken in conjunction with the funeral and shall not be cumulative.

The request for additional bereavement leave, for unusual arrangements, shall be requested by the employee's appropriate Union Representative to the Department Head. The employee's Department head shall approve said request if reasonable.

B. The term "immediate family" as used in this section shall mean the employee's husband or wife, and the parents, grandparents, grandchildren, children, brothers and sisters of the employee or spouse. "Immediate family" shall also include step-parents, great-grandparents, great-grandchildren, step-children, step-brothers, step-sisters, half-brothers and half-sisters.

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

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

E. In the event that a holiday as defined in Section 5 of this Article occurs during the bereavement leave, the employee shall be allowed equivalent time off with pay for said holiday at such time as the Department Head shall designate. In the event that bereavement leave occurs during the period when the employee is on annual leave or sick leave, such leave shall be credited to the appropriate leave bank.

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

Section 5. Sick Leave—Local 101

Every full-time employee shall be entitled to accumulate sick leave credits of eight hours, computed at straight time, for each completed month of service subject to the limits described in B below. No credit shall be earned for any calendar month of service in which the employee has less than 18 paid days of service.

Employees rendering part-time, seasonal or intermittent service shall be entitled to sick leave at the same rate for time actually worked. Employees whose work week is shortened during any calendar month shall be considered part-time employees for the purposes of accumulating sick time.

Effective July 1, 1984, employees shall have their accrued sick leave pro-rated by adjusting from an anniversary month to a calendar month basis for the one month prior to July 1, 1984. Such conversion shall be computed as follows:

$$\text{Pro-rated Hours} = \frac{\text{Work Days} \times \text{Eight Hours}}{18}$$

Pro-rated hours shall not exceed eight (8). The pro-rated hours shall be included in the primary sick bank described in A below.

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

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 salary rate.
2. All or part of the primary bank may be cashed out subject to the following limitation: a) it shall be paid at 80% of its frozen dollar value; b) the value of the time withdrawn shall be frozen at its July 1, 1984 dollar amount; c) a maximum of \$7,500 per year may be withdrawn. 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. Payments shall be available for three (3) thirty (30) day periods annually beginning November 1, 1984 and again each March 1st, July 1st, and November 1st annually.
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, 1984 dollar amount; b) for retirement, the amount paid shall equal 75% of July 1, 1984 dollar amount which may be credited toward an employee's final average compensation; c) for termination, the amount paid shall equal 50% of the July 1, 1984 dollar amount which may be credited toward an employee's final average compensation; and d) upon death, the amount paid shall equal 100% of the July 1, 1984 dollar amount which may be credited toward final average compensation for the calculation of survivor's benefits, if any.

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

B. Secondary Bank. All sick time earned in accordance with Section 5 after July 1, 1984 shall be deposited in a secondary bank. However, no more than 60 days may be accumulated in the secondary bank. Time in the secondary bank must be used before primary bank time may be used.

Upon retirement, death, or termination, secondary bank time shall be paid out subject to the following limits: a) 50% of value upon termination; b) 75% of value upon retirement; and c) 100% upon death. However, none of the payout may be included in final average compensation.

C. Long Term Disability Income Protection Plan. Effective July 1, 1984, all employees will be covered by a long term disability income protection plan which provides 60% of gross salary up to a maximum of \$1,000.00 per month. An employee who is otherwise eligible for sick leave qualifies for this income protection plan after 60 calendar days of illness or disability, or the use of all sick time, whichever occurs last.

D. Income Protection Plan. The Employer agrees to continue in its cooperation with the Union as it relates to the Income Protection Plan which was effective July 1, 1974. The cost of said Plan will continue to be financed entirely by the participating employees with the Employer performing the administration of the Plan.

Section 6. Sick Leave—Locals 1862, 2057 and 2926

A. All sick leave earned prior to July 1, 1984, shall be deposited in a primary sick leave bank. Within ninety (90) days after the effective date of this agreement, each employee shall elect one of the following options for disposition of primary bank time.

OPTION 1

Payment of sick time at 80% of its July 1, 1984 value or value at time of payout, whichever is higher, over the next seven (7) years. Payments shall be made in cash or deferred compensation up to a maximum of \$7,500, at the employee's option. Payments shall not count toward final average compensation.

OPTION 2

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

B. Beginning July 1, 1984, members of the bargaining unit may use up to sixty (60) days of sick leave during any five year period. Members may be required to provide evidence to an appropriate management representative that the sick time was utilized properly in accordance with Manual of Personnel Procedures.

C. Beginning July 1, 1984, members of the bargaining unit shall be covered by a long-term disability income protection policy which pays a member 60% of gross salary up to \$2,000 per month. A member qualifies for this protection after sixty (60) calendar days of illness or disability. The member receives benefits under the terms and conditions of the policy. Members may add to the benefits provided by paying the additional premium.

D. **Income Protection Plan.** The Employer agrees to continue in its cooperation with the Union as it relates to the Income Protection Plan which was effective July 1, 1974. The cost of said plan will continue to be financed entirely by the participating employees with the Employer performing the administration of the Plan.

Section 7. Airport Fire Fighter Classes

None of the provisions of this Article shall apply to the Airport Fire Fighter classes, which are working a platoon shift.

Section 8.

For purposes of this Article, the Director of Personnel/ Human Resources shall act as the designee of the Employer of County of Wayne.

ARTICLE XXIII

Uniforms

Section 1.

A. The following classifications or their successor classification shall hereafter be recognized as the only occupations that are to be furnished work uniforms:

Equipment Repair Foreman
Equipment Repairman
Truck Weight Inspector
Chief Weigh Master
Fire Fighters
Airport Maintenance Worker
Safety Officer

B. Employees entitled to a uniform issue shall receive six (6) uniforms which are to be maintained at the expense of the employee.

C. Employees entitled to receive uniforms shall have their uniforms replaced by the Employer in two (2) year intervals commencing from the date of the implementation of this section. This section shall not apply to Airport Firefighter classes or Safety Officer—Willow Run classes.

D. Employee uniforms that are determined to be damaged or destroyed during the course of an employee's assigned performance of their duty shall be replaced at the expense of the Employer.

Section 2.

A. Airport Firefighter and Safety Officer classes—Persons in these classifications are to continue to receive their current allotment of uniforms. Persons in these classes shall receive replacement uniforms on an annual basis as previously provided.

B. Uniforms issued to employees in these classes shall be maintained at the expense of the employee.

Section 3.

On November 1st of each year starting in 1984, each employee in the below-listed classifications or their successor

classifications shall receive a \$75.00 cash uniform stipend or a pro-rated amount if the employee has less than one year of service.

Asphalt Plant Operator
Boiler Operator
Bricklayer
Bridge Mechanic I & II
Bridge Operator
Bridgeman I, II, III
Carpenter
Carpenter Foreman
Duplicating Machine Operator
Electrician
Electrician Foreman
Electrician Sub-Foreman
Engineering Assistant
Equipment Operator
Equipment Operator IV
Foreman (Bridge Mechanic)
Foreman (Bridgeman)
Foreman (Bridge Operation)
Foreman (Forestry)
Foreman (Roads)
Foreman (Traffic Line Marker)
Foreman (Tree Trimmer)
General Trades Foreman
Highway Technician I, II
Laborer
Machinist
Maintenance Mechanic I, II, III
Painter
Painter Foreman
Park Guard
Plumber
Project Supervisor
Public Works Maintenance Man
Radio Technician I & II
Sign Painter
Storekeeper
Toolmaker
Traffic Signal Mechanic
Tree Trimmer
Yard Foreman

Section 4.

All employees in the above listed classifications as of July 1, 1984 who currently receive uniforms shall be deemed to be entitled to receive the uniform stipend.

Section 5.

The current allotment of coverall supply shall be maintained throughout the term of this Agreement. Any addition or deletions shall be subject to mutual agreement of both parties.

Section 6.

Any uniform requirement or change in dress code shall be subject to negotiation.

Section 7.

The Employer may require uniforms for identification purposes which shall be supplied by the Employer.

ARTICLE XXIV

Mileage

Employees required to use their private vehicles in the performance of assigned duties shall be paid for actual trip mileage incurred each month as established by their regular work locations at the rate of:

First 300 miles—26¢ per mile
Next 300 miles—24¢ per mile
Over 600 miles—22¢ per mile

An increase of one cent (1¢) shall be added to the above figures on May 1, 1985 and every six (6) months during the term of this Agreement.

Trip mileage shall be paid on the following basis: a) if the employee is not required to visit his work location that day, the home-to-destination-to-home mileage is permitted; b) if the employee is required to visit his work location that day, the work-to-destination-to-work mileage is permitted.

Members shall be required to submit a trip sheet furnished by the Employer and submit evidence of no-fault automobile liability insurance acceptable to the Employer.

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.

ARTICLE XXV

Insurance

Section 1. Life Insurance

A. The Employer shall provide each employee with \$10,000 of life insurance so long as the employee is receiving compensation or is on an approved leave not to exceed six (6) months.

B. For those employees who retire on and after July 1, 1984, employer-provided insurance shall be as follows:

(1) Age 40 to 49	\$10,000
(2) Age 50 to 59	5,000
(3) Age 60 to 64	3,000
(4) Age 65 and over	1,000

C. The Employer shall make available the facility of payroll deduction for a (contributory) supplemental life insurance plan, which premiums shall be paid entirely by the participating employees.

1. Upon retirement or age 65, the new plan terminates. Everyone who is under the new plan is also under the old plan (active employees age 65 and over and employees who retire on or after November 1, 1964).
2. Dependent life insurance shall be made available for all active employees through payroll deduction.

Section 2. Hospital-Medical Insurance

A. The Employer shall provide each employee in the Bargaining Unit with hospital-medical insurance equal to that provided under the Blue Cross-Blue Shield MVF-II Plan, Prescription Rider (\$2.00 deductible), Full Family Ward Service, or one of the following health maintenance organization plans: Health Alliance Plan, Independence Health Plan, Michigan HMO, Total Health Care of Detroit, or Health Care Network.

B. Each employee enrolled in Blue Cross/Blue Shield shall be required to pay 50% of any increases in medical/health insurance premiums up to a maximum of \$250.00 per year. Said payments shall commence by way of payroll deduction effective with the first pay period during the month of December annually. Payment of annual increases is cumulative effective July 1, 1985 if no agreement is reached under Section 5.

C. Any employee who is presently a member of one of the six HMO Insurance programs or who becomes a member of an HMO program shall receive 50% of the Employer's savings. Said savings is measured by the difference in the cost between the Blue Cross/Blue Shield coverage and the HMO coverage. The payments shall be payable annually.

Section 3. Optical Program

Effective as of the signing of this Agreement, eligible employees and dependents who have not used optical benefits during the last two (2) years may obtain optical services from any licensed optometrist, optician, or ophthalmologist not more frequently than every two (2) years, and receive the maximum reimbursement allowed by the Board.

Under the plan, the following steps are required:

1. Contact the Insurance Division at 224-7721 to obtain a Certificate of Reimbursement.
2. After the services are provided, present the Certificate to the specialist to fill out the cost for the services performed.
3. Obtain a receipt listing the charge for the services performed.
4. Return each completed Certificate with paid receipt to the Insurance Division at 415 Clifford Street, Detroit, Michigan 48226.

Employees and qualified dependents shall be entitled to a maximum of seventy-five dollars (\$75.00) every two years.

Section 4. Dental Insurance Plan

The Employer shall continue to provide each employee, their spouse and unmarried dependent children to age 19 and age 25 if students, the following dental plan:

1. 100% of preventative dental care charges, including regular check ups, prophylaxis every 6 months, fluoride treatments, space maintainers, etc.
2. 50% of the reasonable and customary charge for all other services, including:

Oral Surgery	Periodontics
Full Mouth X-Rays	Prosthodontics
Restorative Dental Services	Etc.
Endodontics	

3. The maximum for the above benefits will be \$1,000 per person per year.
4. Orthodontics—50% of the charges to a maximum of \$500 per lifetime of the employee or qualified dependent.

Section 5. Unified Insurance Carriers

The Union agrees to meet with the Employer and all other Bargaining Unit representatives for the purpose of negotiating a single carrier for each insurance program. The negotiations will result in specifications for types of coverage and service to be offered which will then be placed out for bid in accordance with the Purchasing Ordinance.

**ARTICLE XXVI
Longevity Pay**

Section 1.

This article shall expire on November 30, 1984. No longevity payments shall become due and owing after that date.

Section 2.

Until November 30, 1984, employees shall be entitled to longevity pay in accordance with their length of County service on the following basis:

5 through 9 years	\$225.00 per annum
10 through 14 years	\$375.00 per annum
15 through 19 years	\$525.00 per annum
20 or more years	\$675.00 per annum

Employees shall receive a pro-rata payment for time served on a full-calendar-month basis from the date of their last longevity payment to November 30, 1984.

Section 3.

Until November 30, 1984, payment of the first longevity increment shall be made upon completion of five (5) years of service. Payment of such subsequent longevity increments shall be made upon completion of ten (10), fifteen (15) and twenty (20) years of service, and shall be inclusive of the previous increments.

Section 4.

Eligibility for payment of longevity increments shall be based upon the employee's last date of continuous employment.

Section 5.

Until November 30, 1984, pro-rated payments shall be made to employees who qualify for longevity pay upon separation from County service. Such pro-rated payment shall be paid for time served on a full calendar month basis from the date of their last longevity payment, provided that each month shall contain at least eighteen (18) days of service.

Section 6.

None of the above longevity pay provisions shall apply to the Airport Fire Fighters series, which are working on a platoon basis.

Section 7.

Longevity pay shall continue as provided for in Sections 1 through 5 for all employees of record through November 30, 1984. Thereafter, longevity pay shall be considered reflected in the County Graded Salary Plan (CGSP). For new employees hired after the signing of this agreement, longevity pay shall be considered reflected in the County Graded Salary Plan (CGSP).

ARTICLE XXVII

Premium Pay

The following definitions shall be used in computing payment under sections of this Article.

1. Workday—a workday shall be eight (8) scheduled consecutive hours in any one day (excluding meal period) as provided in Article XXX, Section 1.
2. Work week—the work week shall consist of five (5) consecutively scheduled eight (8) hour days followed by two (2) consecutively scheduled off days within reoccurring 168 hour periods, with exceptions which are indicated in Seniority, Section 2.

Section 1.

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

- A. For all hours worked in excess of eight (8) hours in any one workday.

B. For all work performed on the employee's first scheduled off day irrespective of time earned during the scheduled work week.

C. All work performed on a Swing Holiday shall be paid at a rate of time and one-half (1½) in addition to regular holiday pay.

D. Call Time—any employee called to work on hours other than his scheduled hours of work shall be paid a minimum of four (4) hours compensated at one and one-half (1½) times his regular hourly rate, providing the call time does not overlap his regular work shift. If called in to work on the second regularly scheduled off day or for emergency work on a holiday, the rate of pay shall be as provided in Section 3 or 4 of this Article.

Call time shall not overlap other call time.

Section 2.

Time and one-quarter (¼) the employee's regular hourly rate of pay shall be paid for work performed under the following conditions:

For all scheduled work performed on all days recognized by this Agreement as employee holidays, excepting those listed under Section 4 below, as family holidays; provided, however, that this provision shall not apply to employees who are assigned to a twenty-four (24) hour operation or any operation which requires service to the public on a shift or a seven (7) day work schedule.

Section 3.

Double time the employee's regular hourly rate of pay shall be paid for all work performed under any of the following conditions:

A. For all work performed on the employee's second regularly scheduled off day in the work week, irrespective of time earned during the scheduled work week.

B. For all work performed on an emergency basis on a day designated by this Agreement as an employee holiday.

1. Emergency for employees in the Construction Division, Engineering Department, Time Analyst Section, is defined as the scheduling of an employee to work with less than five (5) calendar days of notice. For an

employee in such divisions and sections working a designated relief position, emergency is defined as one calendar day; provided, however, that employees working such relief positions shall not have their working schedule changed more than one time in any work week, and further, provided that all employees entering such relief positions be apprised of the conditions of employment of such a position.

2. All other employees excepting those designated under Paragraph 1 above shall be entitled to the premium pay provided under this section, irrespective of the number of days notice of scheduling.

Section 4.

Double time plus eight (8) hours holiday pay shall be paid for all work performed on the following days recognized by this Agreement as family holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

An employee entitled to pay at the above rate shall not be entitled to a compensatory holiday.

Section 5.

A. All employees who are entitled to premium pay for working a holiday, except those paid under Section 4 above, shall in addition to the premium pay, receive their regular pay for the holiday.

B. All employees who work a holiday and are not entitled to premium pay under the provisions of this Article, shall receive equivalent compensatory time off not to exceed eight (8) hours to be taken off at a later date with prior approval.

1. Employees who are entitled to holiday compensatory time off shall be allowed to take such time off within sixty (60) calendar days from the date of earning such time.
2. If the Employer denies the employee this time off within the sixty (60) day period, the employee shall be compensated in accordance with Section 3 (b) of this Article.

Section 6.

Employees who have been granted and are on annual leave and are recalled to work during such period of annual leave shall be paid for all regular hours worked at a rate of time and one-half (1½) his regular rate and for overtime hours at a rate of two and one-half (2½) times his regular rate of pay.

Section 7.

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

Section 8. Shift Premium

A. Day Shift—Employees scheduled and working on a shift commencing between the hours of 5:00 a.m. and 1:00 p.m. shall be considered working on the first or day shift and shall not be entitled to any wage differential.

B. Second Shift—Employees scheduled and working on a shift commencing between the hours of 1:00 p.m. and 9:00 p.m. shall be considered working on the second or afternoon shift and shall receive a thirty-five cent (\$.35) hourly wage differential above their normal hourly rate for all continuous hours worked.

C. Third Shift—Employees scheduled and working on a shift commencing between the hours of 9:00 p.m. and 5:00 a.m. shall receive a forty cent (\$.40) hourly wage differential above their normal hourly rate for all continuous hours worked.

Section 9.

A. Scheduled overtime shall be distributed as equally as possible within the areas defined in Representation consistent with the employee's classification and specialties thereof and with good operation among the employees competent to do the particular work.

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

C. Emergency overtime not foreseen by the Employer may be performed by any qualified employee available.

D. Emergency overtime shall be defined as work necessitated by any cause which could not have been foreseen by Management at least twenty-four (24) hours in advance.

- E. 1. Overtime records will be publicly posted and updated at least weekly.
2. Equalization of overtime will be enforced by a bi-monthly check of same by the area Management designee.
3. It shall be the responsibility of the Union Steward to audit the publicly posted overtime records and indicate to the Management designee any apparent inequities.

Section 10. Saturday and Sunday Premium

Employees covered by this Agreement who are required to work on a Saturday during their regularly scheduled work week shall be paid thirty-five cents (\$.35) per hour, in addition to the basic hourly rate for all work performed; and shall be paid forty cents (\$.40) per hour in addition to the basic hourly rate for all work performed on a Sunday during their regularly scheduled work week.

Section 11. Standby

The following classifications shall be eligible for standby time when assigned which shall be paid at the rate of twenty-five percent (25%) of the employee's hourly rate for all hours of standby time.

- A. Electrician—Bridge Maintenance and Traffic Signals
- B. Traffic Signal Mechanic
- C. Bridge Mechanic
- D. Foreman (Bridge Mechanic)
- E. Building Maintenance Supervisor I
- F. Building Maintenance Supervisor II

Section 12.

No employee except those working designated relief positions shall have their previously scheduled days off changed for the purpose of avoiding the payment of overtime. No employee except those working designated relief positions shall have their previously scheduled hours changed to avoid the payment of overtime unless the employee has received notification of such change at least five (5) working days in advance.

Section 13. Airport Fire Fighter Classes

None of the provisions of this Article shall apply to the Airport Fire Fighter classes which are working a platoon schedule.

Section 14. Local 1862

A. Employees in the classification of Accountant IV or classification at the same or greater salary per year shall not be entitled to any overtime compensation.

1. Employees in the above classifications shall be entitled to call time (4 hours) at straight time. Call time shall not overlap the employee's regular work shift.
2. Employees in any of the above classifications who work on any of the days designated by this Agreement as holidays shall be compensated at straight time for all hours worked, not to exceed eight (8) hours and paid eight (8) hours of holiday pay.
3. Those employees in the above classifications who are specifically called to work overtime by supervision shall be compensated for all such hours at the straight time rate.

Section 15. Local 2926

A. Those classifications or their successor classifications listed under Appendix D as Unit II (except Assistant Engineer, Assistant Architect, Senior Land Surveyor) shall be compensated in accordance with the following premium schedule:

1. Employees in these classifications shall not be eligible for premium pay.
2. Employees in these classifications who work on any of the days designated by this Agreement as holidays shall be compensated at straight time for all hours worked, not to exceed eight (8) hours and paid eight (8) hours of holiday pay.

B. Those employees classified as Assistant Engineer, Assistant Architect, Senior Land Surveyor who are specifically requested to work overtime by supervision shall be compensated for all such hours at the straight time rate.

C. Those employees classified as Assistant Engineer, Assistant Architect, Senior Land Surveyor who are called to work on hours other than their scheduled hours of work shall be paid a minimum of four (4) hours at their straight time rate providing the call time does not overlap their regular work shift.

D. Those Engineer V's assigned snow and ice control duty shall be paid overtime at time and one-quarter (1 ¼).

ARTICLE XXVIII

Unemployment—Compensation

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 XXIX

Workers' Compensation

A. 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, if available, an employee shall be permitted to draw upon accumulated sick and annual leave respectively. If sufficient sick/annual leave does not exist, the employee must request a leave of absence without pay.

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

C. If the employee's incapacity extends for a period which causes compensation to revert to the date of injury, and if the employee used sick and/or annual leave during the "waiting week," the Employer shall secure the employee's endorsement of the compensation check, for the "waiting week" only, and credit the employee's leave bank with the appropriate amount of time charged to sick and/or annual leave during the waiting week.

D. The Supplemental Pay Program for disabled workers as adopted by resolution on August 26, 1967, is hereby rescinded as of December 31, 1981. All claims established prior to December 31, 1981 shall be processed in the previously established manner with all previous entitlements.

Effective January 1, 1982, an employee absent from work due to a work-related injury shall be entitled to:

1. The benefits provided by the Michigan Workers' Disability Compensation Act; plus
2. Accumulation of vacation time at fifty percent (50%) of the employee's normal rate while said employee is being paid the benefits in (1) above and accumulation of eight (8) hours of sick time per month. In no event shall the employee be allowed to accumulate excess vacation time during such period; plus
3. Life insurance, medical insurance, dental insurance and optical benefits for which the employee would otherwise be entitled pursuant to this Contract; plus
4. Be restored to a position upon returning to work, if physically able.

ARTICLE XXX

Workday

Section 1.

Past practice notwithstanding, all employees will be required to work an eight-hour day. The lunch period shall be unpaid and in addition to the eight working hours. Past practices shall have no bearing on the interpretation of this article.

Section 2.

Employees working at the office of the Central Maintenance Yard, the Neudeck Building, and the Airport Business Office shall work a full-time shift of eight (8) hours with an additional one (1) hour unpaid lunch.

ARTICLE XXXI

Temporary Assignments

Section 1.

No employee shall be assigned duties normally considered commensurate with a classification higher than that which he holds except in cases of a stated emergency or vacation replacements.

Section 2.

Stated emergencies relative to temporary assignments shall include insufficient personnel in the appropriate classification to which the temporary assignment is made.

Section 3.

A. When an employee is temporarily assigned to a higher classification due to a stated emergency for a period of two (2)

consecutive workdays, the employee shall be compensated upon the third (3rd) workday at the rate established for the higher classification which will provide for a pay increase for said employee from the first hour on the temporary assignment.

B. Employees temporarily assigned as vacation replacements shall be entitled to the additional compensation as of the eleventh (11th) continuous workday of such assignment.

C. Holidays recognized by this Labor Agreement will not constitute a break in A or B above.

Section 4.

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

- a. Positions filled are of cyclical nature.
- b. Position created by a work project (temporary assignment for the duration of the project).
- c. Position created by the leave of absence of an employee.

Section 5.

Upon the assignment of an employee to a temporary position in a higher classification, the most senior employee in the next lower classification in the designated unit, area, or agreed upon specific location shall be offered the temporary assignment whenever possible when it is conceded that the employee has the ability to perform the required function.

Section 6.

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

ARTICLE XXXII

Skilled Trades

The following skilled trades classes shall maintain the salary rates in effect as of the date of this Agreement:

Bricklayer
Carpenter
Carpenter Foreman
Electrician Sub-Foreman
Electrician Foreman

General Trades Foreman
Painter
Painter Foreman
Plumber
Plumber Foreman
Sign Painter
Electrician

Salary adjustments for these classes will be made as of the effective date of the trade contract, based upon prevailing wage rates as negotiated in labor/management agreements in the community.

Special pay provisions for the above skilled trades must be enumerated in the official salary plan in order to be paid.

By October 1, 1984, Employer and Union shall negotiate a new wage and fringe package for new-skilled trades employees.

It is agreed that upon becoming feasible, negotiations will commence as to the establishment of a skilled trades apprenticeship program.

ARTICLE XXXIII

Supplemental Agreements

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

ARTICLE XXXIV

Employees' Savings Clause

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

ARTICLE XXXV

Retirement

Section 1. Changes to Defined Benefit Plan #1

A. (1) All employees who have twenty (20) years of credited service in the retirement system as of November 30,

1984, may elect to accept early retirement regardless of age, provided said election is made on or before August 31, 1984.

(2) However, if the Employer determines that the services of an employee are valuable to the County and that loss of such service without adequate time for training will work a hardship, the Employer may delay early retirement for up to twenty-four (24) months.

(3) If early retirement is delayed under the terms of A (2) above, the employee shall be granted a salary increase of five percent (5%) for the period of the delay.

B. Effective January 1, 1985, and for payoffs resulting from early retirement, members of the current retirement system shall be required to make contributions to the system in accordance with the following schedule:

0-8 Years of Credited Service—	6.0% of Total Compensation
9-12 years of Credited Service—	4.0% of Total Compensation
13-16 years of Credited Service—	3.0% of Total Compensation
17 Plus Years of Credited Service—	2.0% of Total Compensation

C. Purchase of Additional Service Credits

(1) A member of the Bargaining Unit may purchase up to four (4) years of additional retirement service credits within sixty (60) days of the member's 16th anniversary in County service. Purchase of credited service shall be at the full actuarial cost at the time of purchase (both employer/employee share). Purchase shall be in one month units. Twelve (12) months must be purchased in order to claim a full year of credited service.

(2) Members of this Bargaining Unit who have already reached their 16th anniversary in County service may purchase additional years of credited service up to the maximum within sixty (60) days of the signing of this Agreement.

(3) At least 50% of the amount due must be paid to the Retirement System upon election of this optional purchase arrangement. The balance of the payments, if any, shall be made in equal monthly installments upon retirement by reducing the monthly retirement checks for a period of four years. The remaining balance shall be repaid at a rate of interest established

by the Retirement Commission but no less than the rate of interest being paid on one year U.S. Treasury bills at the time of election. No prepayment shall be permitted.

(4) Members electing payment under (3) above shall not be eligible to receive group health benefits as provided to other retirees until all payments are made.

D. Purchase of Military Service

(1) Until December 31, 1986, up to six years prior military service time may be purchased by current County employees at 50% of the full actuarial cost. Purchase of service credits under this Section, when combined with the credits purchased or earned under prior military service provisions, shall not exceed a total of six years.

(2) Effective January 1, 1987, military service time prior to County employment may be purchased up to a maximum of 6 years at full actuarial cost. Purchase shall be in one month increments with 12 months of purchase needed for one year of credit.

(3) The Retirement Commission may establish rules for the implementation of this Section. Such rules may define payment schedules, limit purchases when military time has already been used as credit in another public pension system, limit the uses within the System or this Plan for which the purchased credit may be used, or limit purchases to specified time periods on an annual basis or within certain periods after the date of the member's first employment with the County.

E. Special Purchase Related to Early Retirement

A member may demote to the lowest classification and salary grade represented by the bargaining unit on the day before the scheduled early retirement and purchase service credits subject to the following limitations:

(1) Purchase shall be at the rate of 24% of base annual salary for the lowest represented classification in the bargaining unit for each year of service credit purchased. A month of service credit may be purchased for 2% of the base annual salary.

(2) Service credits must be purchased in one month increments. Twelve months must be purchased to equal a year of service.

(3) No more than the minimum number of service credits needed to qualify for early retirement may be purchased. And in no event may more than 4 years of service credits be purchased.

(4) At least 50% of the amount due must be paid to the Retirement System prior to retirement. The balance of the payments shall be made in equal monthly installments by reducing the monthly retirement checks for a period of four years. The remaining balance shall be repaid at a rate of interest established by the Retirement Commission but no less than the rate of interest being paid on one year U.S. Treasury bills at the time of the member's retirement. No prepayment shall be permitted.

(5) Members who are permitted to exercise an early retirement option as a result of the use of this Section shall not receive such health benefits as are provided to other retirants for a period of years and months equal to the amount of credits purchased under this Section. Members electing payment under (4) above shall not be eligible to receive such health benefits as are provided to other retirees until all payments are made.

(6) Members electing this option shall receive all terminal payments based on the base annual salary used for computing purchases under (1) above.

F. Special Purchase Related to Union Leave

Until September 30, 1984, members of the bargaining unit who have been previously granted leave to work full-time for the Union at the local, Council or International level may purchase up to 3 years of service credits for such time. Purchase shall be at the employee contribution rate in effect at the time of their leave plus regular interest.

G. Limited Bonuses for Leaving County Service

(1) From July 1, 1984 through September 30, 1984, employees not electing early retirement under A above and terminating employment with Wayne County and the Road Commission may withdraw his/her accumulated contributions from the Wayne County Retirement System together with the regular interest.

(2) Upon withdrawal, which relinquishes all vested and non-vested rights to a retirement allowance, the member shall be paid a bonus from the Reserve for Employer Contributions equal to the following percentages of the withdrawal under G (1):

0 to 8 years of service	50%
9	53
10	56
11	59
12	62
13	65
14	68
15	71
16	74
17	77
18	80

H. Defined Benefit Plan #1 is that plan defined in the Wayne County Retirement Ordinance as amended, effective August 20, 1981.

Section 2. Vested Employees

Effective January 1, 1985, a member of the current retirement system who has vested pension benefits may exercise one of the following options:

A. Remain in Defined Benefits Plan #1.

B. Transfer to Defined Benefits Plan #2. (See Section 5 below.) Upon election of such transfer, the employee shall be credited with the same number of years and months of credited service in Defined Benefits Plan #2 that the member had in the current system; receive a refund of the members accumulated contributions including regular interest; and receive a payment of a bonus from the reserve for Employer's contributions equal to 50% of the members accumulated contributions including regular interest. Any portion of the above distribution may be paid in accordance with the applicable provisions of the Internal Revenue Code and may be spread over three (3) years at the employee's discretion.

C. For those employees with 15 or fewer years of credited service, withdraw accumulated contributions including regular interest from Defined Benefits Plan #1 and relinquish all vested benefits and receive a bonus matching payment of \$2.00 for each \$1.00 contributed to a defined contribution retirement savings plan qualified by the Internal Revenue Service for a period of years and months equal to the years and months of retirement credited service before withdrawal.

The bonus matching payments shall be in addition to the regular matching payment of \$4.00 for each \$1.00 the employee contributes. Contributions to a defined contribution

plan shall be at least 1% of base salary and shall be matched up to a maximum of 2.5% of base salary or a total contribution of \$7,500, whichever is less.

D. May freeze vested benefits in either Defined Benefits Plan #1 or Defined Benefits Plan #2 and opt for Employer's match of contributions to a defined contribution retirement savings plan. The Employer will contribute \$4.00 for every \$1.00 contributed by the employee. Contributions to a defined contribution retirement savings plan shall be at least 1% of base salary and shall be matched up to a maximum of 2.5% of base salary or a total contribution of \$7,500, whichever is less.

Section 3. Non-Vested Employees

Effective January 1, 1985, an employee who is not vested in a defined benefit plan may elect any one of the following options:

A. Continue in Defined Benefits Plan #1 if a member on or before June 30, 1984;

B. Withdraw members's accumulated contributions including regular interest from Defined Benefits Plan #1 and elect to receive matching payments into a defined contribution plan.

For each dollar the employee contributes to a qualified defined contribution plan, the employer will contribute \$4.00. Contributions shall be a minimum of 1% of base salary and shall be matched up to a maximum of 2.5% of base salary or a total contribution of \$7,500, whichever is less.

An employee who elects to withdraw from Defined Benefits Plan #1 and elects to join the defined contribution plan shall receive a bonus matching payment of \$2.00 for each \$1.00 contributed for a period of years and months equal to the years and months of retirement credited service before withdrawal. Such bonus payments shall be in addition to the standard match of \$4.00 for each \$1.00.

C. Vesting in Defined Contribution Plan: An employee with less than three (3) years of total county service who voluntarily terminates employment shall be permitted to withdraw only the employee's contribution from the defined contribution plan, plus accumulated interest.

After three (3) years of total County service or upon involuntary termination of employment, the employee shall be

permitted to withdraw both employee and Employer contributions from the defined contribution plan, plus accumulated interest.

Section 4. New Employees

An employee hired on or after July 1, 1984, shall be eligible for either Defined Benefits Plan #2 (Section 5 below), or matching payments into a defined contribution plan.

For each dollar the employee contributes to a qualified defined contribution plan, the employer will contribute \$4.00. Contributions shall be a minimum of 1% of base salary and shall be matched up to a maximum of 2.5% of base salary or a total contribution of \$7,500, whichever is less.

Once the employee has opted for the defined contribution plan, that employee may not opt for the Section 5 retirement system.

Section 5. Defined Benefits Plan #2

Eligibility—

- Age 55 w/25 years of service credits
- Age 60 w/20 years of service credits
- Age 65 w/8 years of service credits

Service Credits—

1 year equals 2080 regular hours. No more than one (1) year of service credit can be earned in any one (1) calendar year.

Amount—

- 1.0% of A.F.C. times years of service for first twenty (20) years.
- 1.25% of A.F.C. times years of service over twenty (20) years.

Average Final Compensation—

Average of five (5) highest years of compensation while a member of the system. Compensation does not include the lump sum payouts of sick or annual leave.

Vesting—

After eight (8) years.

Duty/Non-Duty Disability—

After vesting; however, the Employer reserves the right to limit payments from the retirement system through use of proceeds from the long-term disability policy.

Member's Contribution—
None

Section 6. General Provisions

A. Once an employee has elected to withdraw from Defined Benefits Plan #1, that employee may not return.

Once an employee has elected to withdraw from Defined Benefits Plan #2, that employee may not return.

Once the employee has opted for the defined contribution retirement savings plan, that employee may not opt for either defined benefit plan.

B. Each employee shall participate in one of the defined benefit or defined contribution options. While the method of providing for retirement savings is optional, a retirement savings plan is mandatory.

C. Employees electing the defined contribution options are required to make a minimum contribution equal to 1% of base salary and not to exceed 2.5% of base salary.

D. "Retirement" for employees who have elected the defined contribution option shall mean leaving County service after having met the age and service requirements specified in the Defined Benefits Plan #2 (Section 5 above) namely:

Age 55 with 25 years of service
Age 60 with 20 years of service
Age 65 with 8 years of service

with one year of service equal to 2080 regular hours. Employees who "retire" under a defined contribution plan shall be eligible for the same continuing insurance benefits as are provided to persons who retire under one of the defined benefit plans.

E. The Internal Revenue Code requires that the "present value" of employees pension benefits be preserved whenever a pension plan is changed. "Present value" of a pension is the amount of reserves necessary to pay the currently earned pension when it comes due in the future. For those electing to "freeze" benefits under Section 2D, the preservation of "present value" is automatic.

For those electing to transfer under Section 2B, on the date of the transfer the present value of the withdrawn contributions, the 50% bonus and the pension benefits in Defined

Benefits Plan #2 shall be at least equal to the "present value" of the earned pension in Defined Benefits Plan #1.

For those electing the bonus matching options under Section 2C and 3B, on the date of transfer, the present value of the withdrawn contributions and of the bonus matching payments shall be at least equal to the present value of the earned pension in Defined Benefits Plan #1.

F. The present value of the survivors' benefits at the point of electing an option under Section 2 or 3 of this Article shall be preserved.

For those electing to freeze benefits under Section 2D, the survivor's benefit shall also be frozen.

For those electing to transfer under Section 2B and 3B, the value of the survivor's benefit in Defined Benefits Plan #2 plus the amount of the withdrawn contributions and the 50% bonus shall be at least equal to the present value of the survivor's benefit in Defined Benefits Plan #1.

G. Persons transferring from Defined Benefits Plan #1 to Defined Benefits Plan #2 shall be governed by the duty and non-duty disability provisions of Defined Benefits Plan #2.

The Employer retains the right to place an employee into non-duty disability status under the same terms and conditions as now apply to the current retirement system whether the person is in Defined Benefits Plan #2 or in the defined contribution plan.

Section 7. Retirement Ordinance Amendments

Amendments to the Wayne County Retirement Ordinance to implement the various options provided in this Article are attached. The Employer and the Union agree to make all efforts necessary to have such amendments adopted no later than September 1, 1984.

Section 8. Immunization of Retiree Benefits

A. Effective December 1, 1984, the Employer agrees to create within the Reserve for Retired Benefit Payments an immunization investment portfolio for the specific purpose of protecting, guaranteeing and insuring the payment of benefits to all persons retired as of November 30, 1983.

B. The immunization portfolio shall invest in securities having an average maturity of not less than 15 years at a

guaranteed rate of return not less than the interest rate being paid on U.S. Treasury bonds with similar maturity dates.

C. Each December 1st thereafter, the Employer agrees to invest the funds transferred from the Reserve for Employer Contributions to the Reserve for Retired Benefit Payments on behalf of employees who have retired during the preceeding year in an immunization portfolio to insure the payment of benefits due and owing under the provisions of the various defined benefit plans. Funds in the annual immunization portfolio shall be invested as provided in B above.

ARTICLE XXXVI

Tuition Reimbursement

Employees within the Bargaining Unit shall be entitled to tuition reimbursement based upon the employee's taking graduate or post-graduate course work along the lines and in the curricular area as expressed in his (or her) application (or if changed, that prior approval of the change has been secured) and is subject to the following conditions:

A. That the total amount of tuition reimbursement shall not exceed \$725.00 per year.

B. That the employee continue as an active employee (may not be on a leave of absence, extended time off, etc.) during the entirety of the semester.

C. That all course work will be completed on the employee's time—not during working hours.

D. That the amount of tuition shall be offset, for the purposes of reimbursement, to the extent that it is reimbursed or is paid by other agencies, e.g., G.I. Bill, scholarships, grants, etc.

E. That at the end of each semester or term, the employee submit a "Tuition Reimbursement Claim Form" to the Employer's personnel office advising of the amount of tuition and of the amount of tuition reimburseable or paid by other sources. Along with the "Tuition Reimbursement Claim Form," the following should be transmitted:

1. A transcript or other official school record verifying the satisfactory completion of the courses; and
2. A statement from the school showing the specific courses taken, the amount of tuition paid, and indicating that the tuition has, in fact, been paid.

ARTICLE XXXVII
Termination of Contract

This contract terminates of its own terms June 30, 1986.

FOR THE UNION:

William J. Novak
Representative, AFSCME COUNCIL 25,
Locals 101, 1862, 2057 and 2926

Leonard G. Cranston
President, AFSCME COUNCIL 25, Local 101

Hugh S. Macdonald
President, AFSCME COUNCIL 25, Local 1862

Eugene Ziomek
President, AFSCME COUNCIL 25, Local 2057

Patrick J. Harte
President, AFSCME COUNCIL 25, Local 2926

FOR THE COUNTY:

William Lucas
County Executive

Janice Frazier
Road Commissioner

Teresa Pulido
Road Commissioner

Section 1. The following classes are hereby included in the Bargaining Unit.

APPENDIX A (101)—Definition of Bargaining Unit

CLERICAL CLUSTER

Current Title	Minimum	Maximum	Proposed Title	CGS Plan	Minimum	Maximum
Clerk V	\$25,506	\$26,140	Clerical Services Supv. II	12	\$17,390	\$23,470
Hearings Stenographer	25,728	26,365	Adm. Secretary II	11	16,560	22,360
Sr. Bookkeeping Mach. Operator ..	23,223	24,940	Clerical Services Supv. I	10	15,810	21,340
Time Analyst	24,706	25,668	"	"	"	"
Clerk IV	24,225	24,940	"	"	"	"
Account Clerk II	24,225	24,940	General Office Worker III	9	15,060	20,320
Cashier	23,143	25,534	"	"	"	"
*Clerk	18,744	23,854	"	"	"	"
Secretarial Stenographer I	23,381	"	"	"	"	"
Secretarial Stenographer II	23,823	"	"	"	"	"
*Stenographer	18,916	"	"	"	"	"
*Typist	18,744	"	"	"	"	"
Account Clerk I	21,425	23,854	General Office Worker II	6	13,070	17,640
Keypunch Operator II	23,223	"	"	"	"	"
**Clerk	"	21,296	"	"	"	"
**Stenographer	"	"	"	"	"	"
**Typist	"	"	"	"	"	"

CLERICAL CLUSTER (Continued)

Current Title	Minimum	Maximum	Proposed Title	CGS Plan	Minimum	Maximum
Junior Clerk	\$14,940	\$17,496	General Office Worker I	3	\$11,990	\$15,270
Jr. Bookkeeping Mach. Operator	21,075	22,860	"	"	"	"
Keypunch Operator I	18,744	"	"	"	"	"
Junior Stenographer	15,090	17,646	"	"	"	"
Junior Typist	14,940	17,496	"	"	"	"
Time Analyst Trainee	23,449	24,382	"	"	"	"

*Clerks, Stenographers and Typists currently paid \$21,934 and above to be titled General Office Worker III

**Clerks, Stenographers and Typists currently paid \$21,296 and below to be retitled to General Office Worker II

TRADES AND SKILLED CRAFTS CLUSTER

Current Title	Minimum	Maximum	Proposed Title	CGS Plan	Minimum	Maximum
Equipment Opers. I, II, III & IV	..	\$24,997	Equipment Operator	* 4	\$12,215	\$16,015
Equipment Repairman	\$23,110	26,087	Public Works Specialist II	13	18,220	24,590
Maintenance Mechanic III	..	28,762	"	"	"	"
Maintenance Mechanic II	26,342	26,821	"	"	"	"
Duplicating Machine Operator	18,744	23,854	General Office Worker III	9	15,060	20,320
Maintenance Mechanic I	24,980	25,283	Public Works Specialist I	8	14,370	19,400
Bricklayer	..	32,386	No Change			
Carpenter	..	32,926	"			
Carpenter Foreman	..	34,486	"			
General Trades Foreman	..	34,320	"			
Machinist	..	26,495	"			
Painter	..	30,680	"			
Painter Foreman	..	31,408	"			
Plumber	..	29,432	"			
Plumber Foreman	..	30,722	"			
Toolmaker	..	27,771	"			
Electrician	..	34,362	"			
Electrician Foreman	..	39,520	"			
Electrician Sub-foreman	..	36,088	"			

* Additional compensation to be given for assignment to specialized equipment

PROFESSIONAL CLUSTER

Current Title	Minimum	Maximum	Proposed Title	CGS Plan	Minimum	Maximum
Accountant III	\$29,238	\$30,644	Accountant III	16	\$21,040	\$28,400
Buyer II	31,742	32,692	Buyer II	15	20,040	27,050
Accountant II	26,033	27,303	Accountant II	12	17,390	23,470
Adm. Analyst I	26,033	27,303	Adm. Services Specialist I	"	"	"
Buyer I	26,601	27,869	Buyer I	"	"	"
Accountant I	24,225	24,940	Accountant I	10	15,810	21,340

PARA-PROFESSIONAL

Current Title	Minimum	Maximum	Proposed Title	CGS Plan	Minimum	Maximum
Buyer Assistant	\$24,014	\$24,965	Buyer Assistant	9	\$15,060	\$20,320

TECHNICIAN CLUSTER

Current Title	Minimum	Maximum	Proposed Title	CGS Plan	Minimum	Maximum
Highway Technician II	\$27,679	\$28,836	Technician Specialist V	13	\$18,220	\$24,590
Electronics Technician	..	26,624	"	"	"	"
Traffic Signal Mechanic	27,155	27,924	"	"	"	"
Radio Technician II	30,559	31,350	"	"	"	"
Bridge Mechanic II	25,651	26,133	"	"	"	"
Computer Operator III	26,668	27,742	Technician Specialist IV	11	16,560	22,360
Draftsman II	26,436	27,704	"	"	"	"
Highway Technician I	24,518	26,894	"	"	"	"
Radio Technician I	25,275	29,238	"	"	"	"
Right-of-way Agent II	30,225	31,019	"	"	"	"
Safety Technician Trainee	24,242	25,193	"	"	"	"
Sign Painter	..	29,307	"	"	"	"
Bridgeman III	25,089	25,405	"	"	"	"
Draftsman I	21,991	25,591	Technician Specialist III	9	15,060	20,320
Right-of-way Agent I	24,778	29,198	"	"	"	"
Radio Operator	24,200	24,518	"	"	"	"
Engineering Assistant	22,665	25,456	"	"	"	"
Computer Operator II	24,225	24,940	"	"	"	"
Bridgeman II	24,541	24,870	"	"	"	"
Bridge Mechanic I	24,631	24,933	"	"	"	"
Computer Operator I	22,243	22,860	Technician Specialist II	7	13,690	18,480
Junior Draftsman	15,582	19,296	"	"	"	"
Radio & Switchboard Oper.	23,345	23,504	"	"	"	"

SERVICE CLUSTER

Current Title	Minimum	Maximum	Proposed Title	CSS Plan	Minimum	Maximum
Project Supervisor II	\$28,178	\$29,446	Public Works Specialist IV	15	\$20,040	\$27,050
Truck Weight Inspector	25,028	26,319	Public Works Specialist III	14	19,130	25,820
Project Supervisor I	26,619	27,571	"	"	"	"
Tree Trimmer	23,827	25,008	Public Work Specialist II	13	18,220	24,590
Stores Supervisor I	--	26,570	Service Work Supervisor III	11	16,560	22,360
Storekeeper	21,873	25,114	Service Work Supervisor I	6	13,070	17,640
Asphalt Plant Operator	--	25,590	Service Work Specialist II	8	14,370	19,400
Airport Maintenance Man II	--	24,997	"	"	"	"
Public Works Maintenance Man II	--	24,342	"	"	"	"
Boiler Operator	23,712	24,043	"	"	"	"
Airport Maintenance Man I	--	24,342	General Service Worker II	4	12,215	16,015
Equipment Operator I	--	23,504	"	"	"	"
Public Works Maintenance Man I	22,721	23,504	"	"	"	"
Laborer	16,188	21,556	General Service Worker I	3	11,990	15,270
Bridge Operator	23,405	23,721	"	"	"	"

CLASSES NOT UTILIZED:

- Law Clerk
- Planning Technicians I, II and III
- Street Improvement Analyst
- Park Guard

NO CHANGES

- Airport Fire Fighter
- Airport Fire Lieutenant
- Airport Fire Sergeant
- Safety Officer—Willow Run

Section 2. Compaction of Classes

The compaction of classes and salary levels found in Appendix A take effect on July 1, 1984 for all employees becoming members of the Bargaining Unit on or after July 1, 1984.

Section 3. Graded Salary Plan

A. All members of the Bargaining Unit shall be placed in the steps of the County Graded Salary Plan or red-circled off the scales and shall be governed by its terms and conditions.

B. The Employer and the Union shall bargain beginning August 1, 1984 and concluding October 31, 1984 regarding the compaction of classes which is contained as part of this appendix. The parties will bargain over the appropriateness of the various cluster groupings, the benchmarks used in the market survey and the nature of the market survey itself. Any changes in the compaction which result from this bargaining shall be retroactively effective to July 1, 1984.

C. Advancement on the steps requires a satisfactory performance evaluation in the last rating period. An unsatisfactory rating shall be subject to the grievance procedure but not to the arbitration process.

D. For employees below the maximum step on a grade (at the same time a regular step is granted), a merit step may be granted for a rating of superior performance. Once a merit step is granted, an employee shall be governed by the step guidelines applicable to the new higher step.

E. Subsequent market comparability studies will affect the grade schedule and employees assigned thereto as follows:

1. Classifications shall have assigned grade levels adjusted effective the first pay period after July 1st of each year of this Agreement on the basis of survey average maximums. Designation of a new grade level shall be based upon the closest grade maximum to the survey average maximum.
2. Employees in classes in which grade level is adjusted shall have their salaries adjusted accordingly.

Step number assignment and credit for future step increases shall not be affected by any grade level adjustment.

Section 4. COLA Payments

Quarterly Cost of Living Allowance (COLA) payments required by the Collective Bargaining Agreement which expires

June 30, 1984, shall be made on or before September 1, 1984. Once those payments have been made, no additional COLA payments shall be earned or made.

Section 5. Comparability

Effective the first pay period after July 1, 1984, and July 1, 1985, the salary grades of Bargaining Unit classifications shall be determined by market surveys using benchmarks and groupings contained in this Appendix or as subsequently adjusted as provided above.

Based on the survey, the benchmark class shall be placed on the salary grade whose maximum (8th) step is closest to the average maximum salary paid to employees doing similar work in the local job market.

The Department of Personnel/Human Resources shall conduct the survey using published data and local data collection. The Department shall seek to compare benchmark classifications with positions of comparable background and responsibility in the local job market.

Section 6.

The parties agree to meet and bargain on possible changes in the comparability system on or before May 1, 1985.

Section 7.

The salaries of all members of the bargaining unit shall be increased by 5% effective July 1, 1984 and their salaries shall be red-circled. Red-circled employees who are subsequently demoted or displaced shall be placed in the same step in the salary range effective on June 30, 1984 as their red-circled salary. A red-circled employee who is promoted shall retain the red-circled salary unless the promotion results in placement of the person within the steps of the graded salary plan.

Section 8.

A. The members of the bargaining unit of record June 30, 1984 and who remain in the employ of the County or Road Commission on the effective date of the bonus shall receive the following bonuses:

December 1, 1984	\$1,250.00
December 1, 1985	\$1,250.00

B. The bonuses shall be paid by a return of employee contributions to Defined Benefit Plan #1 and any accumulated interest in an amount equal to the bonus amount. When there are insufficient amounts credited to a member in the Reserve for Employee's Contributions to pay all or part of the bonus, the bonus shall be paid in cash by the Road Fund. However, such cash bonuses shall not be included in the final average compensation of the member.

C. Members electing early retirement or regular retirement with an effective date between July 1, 1984 and November 30, 1984 shall be considered employees of the County on December 1, 1984 for the purposes of receiving the bonus due on that date only. For each employee who elects early retirement under Article 35, Section 1(A), the Retirement Commission shall retain in the Reserve for Employee Contributions the amount of \$1,250.00 and transfer the balance, including all accumulated regular interest, to the Reserve for Retired Benefit Payments.

D. The County agrees to fund any unfunded liability in the Wayne County Retirement System which results from the operation of this bonus provision in accordance with the provisions of the Michigan Constitution and the Home Rule Charter.

Section 9.

Those employees filling positions on a seasonal basis shall be excluded from the Bargaining Unit for the duration of such appointment and shall only perform the most menial tasks assigned to employees in the Local 101 Bargaining Unit at the entrance level. This shall be in effect from April 15 to October 31.

Federal and State Funded programs shall not be included in the restrictions as stated above, but shall be contingent upon prior approval of the Union.

Section 10.

A. Snow and ice control overtime shall be considered as a separate identity from either scheduled or emergency overtime.

B. Employees who are pre-assigned vehicles and/or tasks to perform during snow and ice control shall be the first persons called in to work, irrespective of their accumulated overtime.

C. If assigned employees do not respond for snow and ice control overtime, the Department shall equalize overtime among employees who carry the appropriate classification and are qualified to operate the equipment.

D. Employees who are on sick leave shall not be considered for snow and ice control overtime until they return to work on their regularly scheduled assigned shift.

E. An employee who is on a one-day annual leave shall not be considered for snow and ice control overtime during the paid leave period; and, thereafter, he may become available if he indicates in writing to his supervisor that he would be available (forms will be available for the employee to indicate in writing that he would be available for snow and ice control).

F. An employee who is on any other type of leave shall not be considered for snow and ice control overtime unless the employee indicates to the supervisor in writing his availability (forms will be available for the employee to indicate in writing that he would be available for snow and ice control).

G. Employees who are called out and respond to snow and ice control overtime shall have the opportunity to remain on the equipment and/or tasks assigned until the storm ceases (a break of sixteen [16] or more hours shall be considered as the end of a storm or the next regularly scheduled work shift).

H. The Department shall furnish the Union with a listing of all assigned vehicles and drivers and those employees who are considered extra in each classification and location.

I. Union Stewards shall be assigned snow and ice control equipment compatible to their classifications. If a Steward refuses the assignment, he shall be considered as an unassigned operator.

Section 11.

During snow and ice control operations, those employees classified as laborer shall have the two (2) day requirement waived when temporarily assigned to a higher classification for any reason.

It is understood that the above will result in those employees classified as Laborer being eligible for payment at the higher classified rate with the first (1st) hour of said assignment.

Section 12.

Employees previously classified as Equipment Operator I, II and III shall be, effective July 1, 1984, classified as Equipment Operators. Equipment Operators who operate the equipment classified for Equipment Operator IVs shall be paid at the same rate of pay as an Equipment Operator IV while perform-

ing such work on a per-hour basis. Equipment Operators I and II shall have salaries adjusted to Equipment Operator III maximum level.

Section 13.

Employees previously classified Airport Maintenance Man I and II shall be, effective July 1, 1984, classified Airport Maintenance Worker. Airport Maintenance Man I shall have their salary adjusted to Airport Maintenance Man II maximum level.

Section 14.

Employees previously classified Public Works Maintenance Man I and II shall be, effective July 1, 1984, classified Public Works Maintenance Worker. Public Works Maintenance Man I shall have their salary adjusted to Public Works Maintenance Man II maximum level.

Section 15.

All Storekeepers and Time Analysts shall be compensated at the Time Analyst rate, and thereafter shall be reclassified to Technician Specialist III, CGS9.

Further, the employees, after proper training, will be required to perform the duties described in both job classifications.

Section 16.

Employees previously classified Project Supervisor I and II shall be effective July 1, 1984, classified Project Supervisor. Project Supervisor I shall have their salary adjusted to Project Supervisor II, maximum level.

Section 17.

Employees previously classified Draftsman I and II shall be, effective July 1, 1984, classified Draftsman. Draftsman I shall have their salary adjusted to Draftsman II, maximum level.

Section 18.

Employees previously classified Buyer I and II shall be, effective July 1, 1984, classified Buyer. Buyer I shall have their salary adjusted to Buyer II, maximum level.

Section 19.

Effective July 1, 1984, all vacant positions of Bridge Operator shall be filled by General Service Worker I.

APPENDIX B (1862)
Definition of Bargaining Unit and Special Contract Provisions

Section 1.

The following classes or positions are hereby declared to be included in the Bargaining Unit.

GRADE 13 \$18,220-19,015-19,810-20,605-21,400-22,195-\$22,990	* 0
Administrative Assistant I	* 0
Airport Operations Assistant Trainee	* 0
GRADE 14 \$19,130-19,965-20,800-21,635-22,470-23,305-\$24,140	* 0
Payroll Controls Supervisor	* 0
Building Maintenance Supervisor I	* 1
Computer Programmer I	* 1
GRADE 15 \$20,040-20,915-21,790-22,665-23,540-24,415-\$25,290	* 0
Park Naturalist	* 0
Airport Pollution Control Supervisor	* 2
Administrative Assistant II	* 1
Right-of-Way Agent III	* 4
GRADE 16 \$21,040-21,960-22,880-23,800-24,720-25,640-\$26,560	* 0
Duplicating Machines Supervisor	* 0
Stores Supervisor II	* 1
Administrative Analyst II	* 0

GRADE 17	\$22,040-23,000-23,960-24,920-25,880-26,840-\$27,800	\$28,760-\$29,750	5
Airport Operations Assistant I		\$27,512-\$27,968	1
Building Maintenance Supervisor II		\$27,542-\$28,731	0
Building Maintenance & Construction Supervisor		\$27,542-\$28,731	1
Assistant Supervisor of Field Timekeeping		\$27,852-\$28,488	1
Chief Weighmaster		\$29,244-\$30,576	1
Administrative Assistant—Willow Run		\$30,986	1
Assistant Supervisor of Payrolls		\$29,242-\$29,877	1
Assistant Supervisor of Insurance Claims		\$29,242-\$29,877	0
Assistant Supervisor of Inventory & Personal Property		\$28,967-\$29,877	1
Assistant Supervisor of Contracts		\$29,048-\$30,476	1
Administrative Assistant III		\$29,733-\$30,871	0

GRADE 18	\$23,140-24,150-25,160-26,170-27,180-28,190-\$29,200	\$32,803-\$33,714	3
Accountant IV		\$32,086-\$33,672	0
Administrative Analyst III		\$29,822-\$30,732	3
Airport Operations Assistant II		\$30,311	2
Equipment Repair Supervisor		\$28,930	2
Forestry Supervisor I		\$28,930	7
Highway District Supervisor I		\$28,930	1
Golf Course Supervisor		\$28,930	1
Airport Equipment Repair Supervisor		\$29,321	1

GRADE 19	\$24,240-25,300-26,360-27,420-28,480-29,540-\$30,600		
Assistant Fleet Manager	.....	\$31,660-\$32,730	1
Supervisor of Contracts	.....	\$34,293-\$35,202	1
Deputy Airport Operations Supervisor	.....	\$31,503-\$32,416	1
Supervisor of Payrolls I	.....	\$34,371-\$35,658	1
Supervisor of Insurance Claims	.....	\$33,225-\$34,590	1
Superintendent of Inventory and Personal Property	.....	\$33,210-\$34,120	1
Supervisor of Field Timekeeping	.....	\$33,058-\$34,120	1
Supervisor of Yards and Buildings Maintenance	.....	\$31,820-\$32,731	1
Highway District Supervisor II	.....	\$32,208	1
Forestry Supervisor II	.....	\$29,615-\$30,374	8
Project Supervisor III	.....	\$29,615-\$30,374	3
			10

GRADE 20	\$24,460-26,570-27,680-28,790-29,900-31,010-\$32,120		
Highway District Supervisor III	.....	\$33,230-\$34,370	1
Forestry Supervisor III	.....	\$31,159-\$32,068	2
Airport Maintenance Supervisor I	.....	\$32,056-\$33,119	1
Mechanical Maintenance Superintendent	.....	\$28,797-\$31,830	1
		\$31,890-\$32,799	1

GRADE 21	\$26,670-27,835-29,000-30,165-31,330-32,495-\$33,660		
Contract Administrator	.....	\$34,825-\$36,000	1
		\$34,629-\$35,541	

GRADE 22	\$28,000-29,225-30,450-31,675-32,900-34,125-\$35,350	\$36,575-\$37,800	1
Airport Operations Supervisor		\$35,619-\$36,819	1
Airport Maintenance Superintendent II		\$35,860-\$37,134	1
Data Processing Supervisor I		\$32,239-\$34,511	1
GRADE 23	\$29,330-30,610-31,890-33,170-34,450-35,730-\$37,010	\$38,290-\$39,600	0
Assistant Director of Real Estate		\$36,852-\$38,446	0
Computer Operations Supervisor II		\$34,912-\$36,297	0
GRADE 25	\$32,270-33,680-35,090-36,500-37,910-39,320-\$40,730	\$42,140-\$43,550	1
General Accountant—Roads		\$38,512-\$39,421	1
GRADE 26	\$33,880-35,360-36,840-38,320-39,800-41,280-\$42,760	\$44,240-\$45,740	1
Fleet Manager		\$41,070-\$43,168	1

Eliminated Classifications

Construction Inspection Supervisor

Section 2.

The following specialties are the only specialties recognized by Local 1862:

- Highway District Supervisor I (Roads)
- Highway District Supervisor I (Signs)
- Highway District Supervisor I (Structures)
- Highway District Supervisor II (Structures)
- Highway District Supervisor II (Signs)
- Highway District Supervisor II (Roads)
- Highway District Supervisor III (Structures)
- Highway District Supervisor III (Roads)
- Project Supervisor III (Construction)
- Project Supervisor III (Maintenance)
- Project Supervisor III (Tests & Inspection)
- Project Supervisor III (Traffic)
- Project Supervisor III (Safety)

Section 3. County Graded Salary Plan

A. All members of the bargaining unit shall be placed in the steps of the County Graded Salary Plan or red-circled above the normal range and shall be governed by its terms and conditions.

B. Conversion to County Graded Salary Plan

Employees of record as of July 1, 1984, shall be converted to the County Graded Salary Plan in accordance with the following provisions:

1. Classified employees who are assigned to County Graded Salary Plan Levels that have maximum salary rates below their current salaries shall be considered for no future in-grade step increases. The salaries of these employees are to be frozen after a five percent (5%) increase until such time as future salary grade adjustments or merit steps above the maximum warrant a rate change.
2. Once market brings the class onto the scale, the step date shall be December 1.
3. Classified employees shall be placed at an in-grade step to reflect the years of service in class beginning on Step 1. Such employees shall be considered for future step increases based on their step increase eligibility date under the prior system.

4. However, employees shall be placed in the plan at a rate that is at least five percent (5%) higher than their current base salary.

Employees placed on the County Graded Salary Plan using the five percent (5%) rule shall have a step eligibility date of July 1.

Section 4.

A. The first four (4) steps on the plan shall be annual steps; the next two (2) steps shall be bi-annual steps.

B. Advancement on the steps requires a satisfactory performance evaluation in the last rating period. An unsatisfactory rating shall be subject to the grievance procedure but not to the arbitration process.

C. For employees below the maximum step on a grade (at the same time a regular step is granted), a merit step may be granted for a rating of superior performance. Once a merit step is granted, an employee shall be governed by the step guidelines applicable to the new higher step.

D. For employees at the maximum step and at the sole discretion of the Employer, an employee may be granted an annual bonus for exemplary service during any one calendar year equal to one or two standard steps. Such bonus amounts must be supported by a superior performance evaluation and create no entitlement to future bonuses.

Section 5.

Subsequent market comparability studies will affect the grade schedule and employees assigned thereto as follows:

1. Classifications shall have their assigned grade levels adjusted December 1st of each year of this Agreement on the basis of survey average maximums. Designation of a new grade level shall be based upon the closest grade maximum to the survey average maximum.
2. Employees in classes in which grade level is adjusted shall have their salaries adjusted accordingly.

Step number assignment and credit for future step increases shall not be affected by any grade level adjustment.

Section 6. COLA Payments

Quarterly Cost-of-Living Allowance (COLA) payments required by the collective bargaining agreement, which expires

June 30, 1984, shall be made on or before September 1, 1984. Once those payments have been made, no additional COLA payments shall be earned and total monetary compensation shall be as provided in Section 7.

Section 7. Comparability

Effective July 1, 1984 (using December 1, 1983 data), December 1, 1984 and again on December 1, 1985, the salary grades of bargaining unit classifications shall be determined based on market surveys using benchmarks and job groupings contained in the bargaining unit.

Based on the annual survey, the benchmark class shall be placed on the salary grade whose sixth (6th) step is closest to the weighted average maximum salary paid to employees doing similar work in the local job market.

For bargaining unit classifications, the local job market is defined as the following employees:

American Natural Resources	Ford Motor Company
Detroit Edison	Blue Cross/Blue Shield
State of Michigan	City of Detroit

The Department of Personnel/Human Resources shall conduct the survey using published data and local data collection firms wherever possible. The Department shall seek to compare County benchmark classifications with positions of comparable background and responsibility in the local job market. The Department may use fewer than all the firms in the "local job market," with the consent of the Union, and may substitute a similar firm with the consent of the Union.

Section 8.

The parties agree to meet and bargain on possible changes in the comparability system on or before May 1, 1985.

Section 9. Unification of Titles

The Employer may, at its option, retitle job classifications in the bargaining unit in order to reduce the number of classifications. Any such retitling shall not change the job's salary grade.

Section 10. Bonuses

A. Employees of record on June 30, 1984 shall receive bonuses in accordance with the following schedule:

10% to 30% attrition	\$ 500.00
30% to 50% attrition	\$1,000.00
50% or more attrition	\$1,500.00

Attrition will be determined by taking the list of employees of record on April 1, 1984 and subtracting the number of people who leave as a result of early retirement or other means as of November 30, 1984. Persons who have applied for early retirement but whose retirement has been delayed by the Employer shall be subtracted for the purposes of this section. The subtraction will be done using the employment records on December 1, 1984. Payment of the bonus shall be made on or before January 1, 1985.

B. The bonuses shall be paid by a return of employee contributions to Defined Benefit Plan #1 and any accumulated interest in an amount equal to the bonus amount. When there are insufficient amounts credited to a member in the Reserve for Employee's Contributions to pay all or part of the bonus, the bonus shall be paid in cash. However, such cash bonuses shall not be included in the final average compensation of the member. For each employee who elects early retirement under Article 35, Section 1(A), the Retirement Commission shall retain in the Reserve for Employee Contributions the amount of \$1,500.00 and transfer the balance, including all accumulated regular interest, to the Reserve for Retired Benefit Payments. However, if payment under Section 10(A) is less than \$1,500.00, the balance of the retained amount shall be transferred to the Reserve for Retired Benefit Payments.

C. The County agrees to fund any unfunded liability in the Wayne County Retirement System which results from the operation of this bonus provision in accordance with the provisions of the Michigan Constitution and the Home Rule Charter.

**APPENDIX C (2057)
DEFINITION OF BARGAINING UNIT
AND SPECIAL CONTRACT PROVISIONS**

Section 1.

Employees previously classified Foreman, Equipment Repair Foreman and Yard Foreman shall, effective July 1, 1984, be classified Foreman and salaries shall be adjusted to reflect the base salary being paid to the Equipment Repair Foreman on June 30, 1984.

Section 2.

The Foreman classification is hereby declared to be included in the Bargaining Unit.

Section 3.

It is understood between the parties that prior to a Foreman being transferred to an Airport assignment that the Employer shall provide up to forty (40) hours of specialized training as to Airport Operations in order that the Foreman may become familiar with the Airport.

The employee, once transferred, shall undergo a thirty (30) day review period.

Section 4.

Any change in the above list of included classes or positions will be the subject of Supplemental Agreements.

Section 5.

All consolidations previously agreed to will remain in full force and effect.

Section 6. County Graded Salary Plan

A. All members of the bargaining unit shall be placed in the steps of the County Graded Salary Plan or red-circled beyond the normal range and shall be governed by its terms and conditions.

B. Conversion to County Graded Salary Plan

Employees of record as of July 1, 1984, shall be converted to the County Graded Salary Plan in accordance with the following provisions:

1. Classified employees who are assigned to County Graded Salary Plan Levels that have maximum salary rates below their current salaries shall be considered for no future in-grade step increases. The salaries of these employees are to be frozen after a five percent (5%) increase until such time as future salary grade adjustments or merit steps above the maximum warrant a rate change.
2. Once market brings the class onto the scale, the step date shall be December 1.
3. Classified employees shall be placed at an in-grade step to reflect the years of service in class beginning on Step

1. Such employees shall be considered for future step increases based on their step increase eligibility date under the prior system.
4. However, employees shall be placed in the plan at a rate that is at least five percent (5%) higher than their current base salary.

Employees placed on the County Graded Salary Plan using the five percent (5%) rule shall have a step eligibility date of July 1.

Section 7.

A. The first four (4) steps on the plan shall be annual steps; the next two (2) steps shall be bi-annual steps.

B. Advancement on the steps requires a satisfactory performance evaluation in the last rating period. An unsatisfactory rating shall be subject to the grievance procedure but not to the arbitration process.

C. For employees below the maximum step on a grade (at the same time a regular step is granted), a merit step may be granted for a rating of superior performance. Once a merit step is granted, an employee shall be governed by the step guidelines applicable to the new higher step.

D. For employees at the maximum step and at the sole discretion of the Employer, an employee may be granted an annual bonus for exemplary service during any one calendar year equal to one or two standard steps. Such bonus amounts must be supported by a superior performance evaluation and create no entitlement to future bonuses.

Section 8.

Subsequent market comparability studies will affect the grade schedule and employees assigned thereto as follows:

1. Classifications shall have their assigned grade levels adjusted December 1st of each year of this Agreement on the basis of survey average maximums. Designation of a new grade level shall be based upon the closest grade maximum to the survey average maximum.
2. Employees in classes in which grade level is adjusted shall have their salaries adjusted accordingly.

Step number assignment and credit for future step increases shall not be affected by any grade level adjustment.

Section 9. COLA Payments

Quarterly Cost-of-Living Allowance (COLA) payments required by the collective bargaining agreement, which expires June 30, 1984, shall be made on or before September 1, 1984. Once those payments have been made, no additional COLA payments shall be earned and total monetary compensation shall be as provided in Section 10.

Section 10. Comparability

Effective July 1, 1984 (using December 1, 1983 data), December 1, 1984 and again on December 1, 1985, the salary grades of bargaining unit classifications shall be determined based on market surveys using benchmarks and job groupings contained in the bargaining unit.

Based on the annual survey, the benchmark class shall be placed on the salary grade whose sixth (6th) step is closest to the weighted average maximum salary paid to employees doing similar work in the local job market.

For bargaining unit classifications, the local job market is defined as the following employees:

American Natural Resources	Ford Motor Company
Detroit Edison	Blue Cross/Blue Shield
State of Michigan	City of Detroit

The Department of Personnel/Human Resources shall conduct the survey using published data and local data collection firms wherever possible. The Department shall seek to compare County benchmark classifications with positions of comparable background and responsibility in the local job market. The Department may use fewer than all the firms in the "local job market," with the consent of the Union, and may substitute a similar firm with the consent of the Union.

Section 11.

The parties agree to meet and bargain on possible changes in the comparability system on or before May 1, 1985.

Section 12. Unification of Titles

The Employer may, at its option, retitle job classifications in the bargaining unit in order to reduce the number of classifications. Any such retitling shall not change the job's salary grade.

**APPENDIX D (2926)
DEFINITION OF BARGAINING UNIT**

Section 1.

The following classifications are compacted into new classifications and placed on the Graded Salary Plan as follows:

Engineer VIII	CGS 27
Principal Engineer	
Principal Architect	
Engineer VII	CGS 26
Senior Engineer	
Senior Architect	
Engineer VI	CGS 25
Assistant Engineer	
Assistant Architect	
Senior Land Surveyor	
Engineer V	CGS 23
Associate Engineer	
Associate Architect	
Engineer IV	CGS 21
Engineering Programmer	
Landscape Architect	
Assistant Associate Engineer	
Associate Land Surveyor	
Engineer III	CGS 19
Engineer II	CGS 17
Engineer I	CGS 14
Co-op Engineer	CGS 11

Section 2.

The following classes and units are hereby included in the Bargaining Unit:

UNIT I	UNIT II
Engineer V	Engineer VIII
Engineer IV	Engineer VII
Engineer III	Engineer VI
Engineer II	
Engineer I	

Section 3.

Any changes of the above list of included classes or positions will be the subject of Supplemental Agreements.

Section 4.

Examinations which are announced after July 1, 1984 for the various levels of Engineering classifications shall be examined by Boards comprised of one Road Commission employee, one member to be selected from a list submitted by the Union and one member to be selected by the Employer who has not been employed by the Road Commission.

Section 5.

Employees shall be granted time off with pay (for the days of the examination only) to attend the Michigan State Board examinations for Architects, Engineers, Land Surveyors and Landscape Architects.

Section 6.

The following are the only specialties in Unit II of the Local 2926 Bargaining Unit:

Design	Maintenance
Planning	Traffic
Construction	Safety
Project Director	Tests and Inspection

Any additional specialties created by the Employer will be negotiated with the Union.

Section 7. County Graded Salary Plan

A. All members of the bargaining unit shall be placed in the steps of the County Graded Salary Plan or red-circled above the range and shall be governed by its terms and conditions.

B. Conversion to County Graded Salary Plan

Employees of record as of July 1, 1984, shall be converted to the County Graded Salary Plan in accordance with the following provisions:

1. Classified employees who are assigned to County Graded Salary Plan Levels that have maximum salary rates below their current salaries shall be considered for no future in-grade step increases. The salaries of these employees are to be frozen after a five percent (5%) increase until such time as future salary grade adjustments or merit steps above the maximum warrant a rate change.
2. Once market brings the class onto the scale, the step date shall be December 1.

3. Classified employees shall be placed at an in-grade step to reflect the years of service in class beginning on Step 1. Such employees shall be considered for future step increases based on their step increase eligibility date under the prior system.
4. However, employees shall be placed in the plan at a rate that is at least five percent (5%) higher than their current base salary.

Employees placed on the County Graded Salary Plan using the five percent (5%) rule shall have a step eligibility date of July 1.

5. If the December 1, 1984 market survey results in an increase in grade, the persons placed on a step based on the five percent (5%) rule shall have a July 1st step date.

If the December 1, 1984 market survey does not result in an increase in grade, the persons placed on a step less than the maximum step based on either the five percent (5%) or the in-grade rule shall be granted a step increase retroactively, if applicable, to their anniversary date occurring between July 1, 1984 and June 30, 1985.

Section 8.

A. The first four (4) steps on the plan shall be annual steps; the next two (2) steps shall be bi-annual steps.

B. Advancement on the steps requires a satisfactory performance evaluation in the last rating period. An unsatisfactory rating shall be subject to the grievance procedure but not to the arbitration process.

C. For employees below the maximum step on a grade (at the same time a regular step is granted), a merit step may be granted for a rating of superior performance. Once a merit step is granted, an employee shall be governed by the step guidelines applicable to the new higher step.

D. For employees at the maximum step and at the sole discretion of the Employer, an employee may be granted an annual bonus for exemplary service during any one calendar year equal to one or two standard steps. Such bonus amounts must be supported by a superior performance evaluation and create no entitlement to future bonuses.

Section 9.

Subsequent market comparability studies will affect the grade schedule and employees assigned thereto as follows:

1. Classifications shall have their assigned grade levels adjusted December 1st of each year of this Agreement on the basis of survey average maximums. Designation of a new grade level shall be based upon the closest grade maximum to the survey average maximum.
2. Employees in classes in which grade level is adjusted shall have their salaries adjusted accordingly.

Step number assignment and credit for future step increases shall not be affected by any grade level adjustment.

Section 10. COLA Payments

Quarterly Cost-of-Living Allowance (COLA) payments required by the collective bargaining agreement, which expires June 30, 1984, shall be made on or before September 1, 1984. Once those payments have been made, no additional COLA payments shall be earned and total monetary compensation shall be as provided in Section 2.

Section 11. Comparability

Effective July 1, 1984 (using December 1, 1983 data), December 1, 1984 and again on December 1, 1985, the salary grades of bargaining unit classifications shall be determined based on market surveys using benchmarks and job groupings contained in the bargaining unit.

Based on the annual survey, the benchmark class shall be placed on the salary grade whose sixth (6th) step is closest to the weighted average maximum salary paid to employees doing similar work in the local job market.

For bargaining unit classifications, the local job market is defined as the following employees:

American Natural Resources	Ford Motor Company
Detroit Edison	City of Detroit
State of Michigan	

The Department of Personnel/Human Resources shall conduct the survey using published data and local data collection firms wherever possible. The Department shall seek to compare County benchmark classifications with positions of comparable background and responsibility in the local job market. The Department may use fewer than all the firms in the "local job market," with the consent of the Union, and may substitute a similar firm with the consent of the Union.

Section 12.

The parties agree to meet and bargain on possible changes in the comparability system on or before May 1, 1985.

Section 13. Unification of Titles

The Employer may, at its option, retitle job classifications in the bargaining unit in order to reduce the number of classifications. Any such retitling shall not change the job's salary grade.

**APPENDIX E
Occupational Classifications**

Section 1.

Effective July 1, 1984, it is agreed that the following occupational classifications, and only the classifications included therein, are hereby made a part of this Agreement as it relates to the implementation and administration of Article XVI, Filling of Vacancies.

Professional Classifications

Accountant I
Administrative Analyst I
Airport Operations Assistant Trainee
Civil Engineer III
Law Clerk
Park Naturalist
Right-of-Way Agent I

Technical Classifications

Account Clerk II
Computer Operator I
Computer Programmer I
Draftsman
Engineering Assistant
Hearings Stenographer
Highway Technician I
Photographer
Planning Technician I
Radio and Switchboard Operator
Radio Technician I
Time Analyst
Electronic Technician

Office and Clerical

Account Clerk I
Administrative Assistant I

Cashier
Clerk
Duplicating Machine Operator
Buyer Assistant
Keypunch Operator I
Secretarial Stenographer I
Stenographer
Storekeeper
Time Analyst Trainee
Typist
Junior Bookkeeping Machine Operator

Craftsman (Skilled)

Bricklayer
Carpenter
Electrician
Machinist
Maintenance Mechanic I
Painter
Plumber
Toolmaker

Operative (Semi-Skilled)

Airport Maintenance Worker
Boiler Operator
Bridge Mechanic I
Bridge Operator
Bridgeman I
Equipment Operator
Equipment Repairman
Public Works Maintenance Worker
Traffic Signal Mechanic
Tree Trimmer

Section 2.

It is understood between the parties that classifications listed herein are to be considered inclusive of the classifications listed in the class series section of Appendix F for the purpose of determining eligibility for examination.

Section 3.

It is understood between the parties that for the purpose of determining eligibility for examination, the classes of Foreman, Airport Maintenance Supervisor series, Forestry Supervisor series, and Highway District Supervisor series are to be considered as Operatives.

APPENDIX F
Associated Classifications

Section 1.

Employees covered by this Agreement shall be laid off or displaced in accordance with procedures set forth in Article XV, Seniority, except as provided below:

A. Any employee of greater seniority who would otherwise be laid off or displaced and whose classification is listed in one of the associated classification groups may displace the least senior employee in the next lower classification within their appropriate Associated Classification group.

B. Any employee of greater seniority who would otherwise be laid off or displaced and whose classification is not listed as one of the Associated Classifications, but is displaced to a position that is listed in one of the Associated Classification groups may displace the least senior employee in the next lower classification within their appropriate Associated Classification group.

C. Any employee of greater seniority who would otherwise be displaced to a lower classification and whose classification is listed in an Associated Classification group, may displace an employee of lesser seniority whose classification also is listed in the same Associated Classification group, provided that the maximum pay rates of both classifications are identical.

D. Next lower classification as used herein, shall refer to a classification within an employee's Associated Classification group or class series that would constitute the least amount of reduction in the affected employee's rate of pay in the event of a layoff or displacement. For the purpose of this section, rates of pay shall be computed on the basis of the maximum compensation for classifications as listed in the salary plan at the time the layoff or displacement occurs.

E. When implementing the procedures in A and B above, specialties shall not be considered.

Section 2.

For the purpose of this Appendix, any classification designated by an asterisk (*) requires that an employee must have had regular status in that classification in order to exercise his layoff or displacement rights.

Section 3.

It is understood between the parties that an employee must possess the necessary registrations, licenses, education or other specialized training where required by prior promotional examinations in order to exercise their rights as provided herein.

Section 4.

Employees covered by this Agreement who have been demoted to the lowest possible position within their class series or Associated Classification group and are still subject to layoff may displace an employee in Group V who has less seniority and whose position does not require specialized training or skills.

Section 5.

Effective July 1, 1984, it is agreed that the following Associated Classification groups and the classifications included therein are hereby made a part of this Agreement as it relates to the implementation and administration of Article XV, Section 4(e).

ASSOCIATED CLASSIFICATION GROUPS

GROUP I:

Clerk
Clerk IV, V, VI
Computer Operator
Duplicating Machine Operator
Hearings Stenographer*
Key Punch Operator Series
Law Clerk*
Photographer
Draftsman I
Radio Operator
Radio & Switchboard Operator
Secretarial Stenographer
Senior Bookkeeping Machine Operator
Stenographer*
Time Analyst
Typist

GROUP II:

Airport Maintenance Worker
Bridgeman I, II, III
Bridge Operator

Boiler Operator
Engineering Assistant
Park Guard
Equipment Operator
Equipment Operator IV
Maintenance Mechanic Series*
Park Naturalist
Equipment Repairman*
Electronic Technician
Public Works Maintenance Worker
Project Supervisor I, II
Storekeeper
Tree Trimmer*
Safety Officers*
Airport Fire Fighters*
Radio Technician Series
Truck Weight Inspector
Skilled Trades*
Time Analyst Trainee
Bridge Mechanic Series
Traffic Signal Mechanics

GROUP III:

Accountant Series*
Account Clerk
Administrative Analyst
Administrative Assistant
Airport Operations Assistant Series
Buyer Series
Buyer Assistant
Cashier
Right-of-Way Agent Series*

GROUP IV:

Assistant Associate Engineer
Associate Engineer
Assistant Engineer
Senior Engineer
Principal Engineer
Draftsman II
Highway Technician I, II
Planning Technician Series
Urban Planner Series
Safety Technician Trainee
Project Supervisor III
Street Improvement Analyst

GROUP V:

Junior Clerk
Junior Bookkeeping Machine Operator
Junior Draftsman
Junior Engineer*
Junior Typist
Junior Stenographer*
Custodial Worker
Laborer
Cooperative Engineering Student*

For the sole purpose of implementing Article XV, Section 4(e) of this Agreement, the following class series are hereby recognized (series are listed in descending order):

1. Airport Equipment Repair Supervisor
Foreman
Equipment Repairman
Group II
2. Airport Maintenance Supervisor II
Airport Maintenance Supervisor I
Foreman (Airport)
Airport Maintenance Worker
Group II
3. Airport Operations Supervisor
Deputy Airport Operations Supervisor
Airport Pollution Control Supervisor
Administrative Assistant—Willow Run
Airport Operations Assistant II
Airport Operations Assistant I
Airport Operations Assistant Trainee
Group III
4. Assistant Director of Real Estate
Right-of-Way Agent III
Right-of-Way Agent II
Right-of-Way Agent I
Group III
5. Fleet Manager
Assistant Fleet Manager
Mechanical Maintenance Superintendent
Equipment Repair Supervisor
Foreman
Tool Maker/Machinist
Equipment Repairman
Group II
6. Supervisor of Payroll
Assistant Supervisor of Payroll
Payroll Control Supervisor
Group III

- 7. Forestry Supervisor III
Forestry Supervisor II
Forestry Supervisor I—Golf Course Supervisor
Foreman (Tree Trimmer*—Foreman (Forestry)
Foreman
Park Naturalist
Tree Trimmer*
Public Works Maintenance Worker Group II
- 8. Highway District Supervisor III
Highway District Supervisor II
Highway District Supervisor I
Foreman (Bridge Mechanic)*—
Foreman (Traffic Line Marker)*—
Foreman (Roads)—
Foreman (Bridgeman)—
Foreman (Bridge Operation)
Yard Foreman
Public Works Maintenance Worker Group II
- 9. General Accountant
Contract Administrator
Accountant IV
Supervisor of Contracts
Accountant III
Assistant Supervisor of Contracts
Accountant II
Cashier
Accountant I
Account Clerk II
Account Clerk I Group III
- 10. Supervisor of Field Timekeeping
Assistant Supervisor of Field Timekeeping
Time Analyst
Time Analyst Trainee Group II
- 11. Supervisor of Insurance & Claims
Assistant Supervisor of Insurance & Claims
Clerk IV (Insurance)
Clerk Group I
- 12. Supervisor of Inventory and
Personal Property Management
Assistant Supervisor of Inventory and
Personal Property Management
Stores Supervisor II
Stores Supervisor I
Storekeeper Group II

13. Supervisor of Yards and Building Maintenance Building Maintenance and Construction Supervisor Building Maintenance Supervisor II Building Maintenance Supervisor I Maintenance Mechanic III Maintenance Mechanic II Maintenance Mechanic I Public Works Maintenance Worker	Group II
14. Computer Operations Supervisor II Data Processing Supervisor I Computer Programmer I Computer Operator III Computer Operator II Computer Operator I Keypunch Operator II Keypunch Operator I	Group I
15. Duplicating Machine Supervisor Duplicating Machine Operator	Group I
16. Chief Weighmaster Truck Weight Inspector	Group II
17. Principal Engineer Senior Engineer Assistant Engineer Associate Engineer Assistant Associate Engineer	Group V
18. Airport Fire Lieutenant Airport Fire Sergeant Airport Fire Fighter Safety Officer—Willow Run	Group II
19. Administrative Analyst III Administrative Analyst II Administrative Analyst I	Group III
20. Administrative Assistant III Administrative Assistant II Administrative Assistant I	Group III
21. Project Supervisor III Project Supervisor II Highway Technician II Project Supervisor I Highway Technician I Engineering Assistant Safety Technician Trainee	Group IV

22. Buyer II Buyer I Buyer Assistant	Group III
23. Clerk VI Clerk V Clerk IV Radio Operator Radio & Switchboard Operator Clerk Junior Clerk	Group V
24. Equipment Operator IV Equipment Operator	Group II
25. Hearings Stenographer Secretarial Steno II Secretarial Steno I Stenographer Typist Junior Steno Junior Typist	Group V
26. General Trades Foreman Painter Foreman Painter Sign Painter	Group II
27. General Trades Foreman Electrician Foreman Electrician Sub-Foreman Electrician Traffic Signal Mechanic	Group II
28. General Trades Foreman Carpenter Foreman Carpenter	Group II
29. General Grades Foreman Plumber Foreman Plumber	Group II
30. General Trades Foreman Bricklayer	Group II
31. Bridgeman III Bridgeman II Bridgeman I	Group II
32. Bridge Mechanic II Bridge Mechanic I	Group II

- | | |
|--|----------|
| 33. Draftsman II
Draftsman I
Junior Draftsman | Group V |
| 34. Senior Bookkeeping Machine Operator
Junior Bookkeeping Machine Operator | Group V |
| 35. Planning Technician III
Planning Technician II
Planning Technician I | Group IV |
| 36. Radio Technician II
Radio Technician I | Group I |

The following classifications shall be considered as singular classifications in this listing:

- | | |
|-------------------------------|----------|
| 1. Bridge Operator | Group II |
| 2. Custodial Worker | Group V |
| 3. Boiler Operator | Group II |
| 4. Electronic Technician | Group II |
| 5. Laborer | Group V |
| 6. Park Guard | Group II |
| 7. Photographer | Group I |
| 8. Street Improvement Analyst | Group IV |
| 9. Law Clerk | Group I |

LETTER OF UNDERSTANDING #1

If the Office of Public Service is voted in by the people of Wayne County on August 7, 1984 causing the Wayne County Road Commission to no longer be a public Employer, the following will take place as it relates to the AFSCME Local Unions:

1. Local 101 and Local 1659 will be merged in accordance with the international union's constitution and by-laws.
This combined AFSCME Union will represent all non-supervisory AFSCME employees of the County.
2. In February 1986, the Employment Relations Commission shall conduct the following consent election in order to determine which Union will represent Employees of Common Classification and Duties:
 - a. Election between AFSCME Local 1862 and the G.A.A. Supervisory Employees, excluding Foremen and Supervisory Engineers,
 - b. Election between AFSCME Local 101 and the Building Trades for all skilled trades,
 - c. Election between AFSCME Local 2057 and the G.A.A. for all Foremen,
 - d. Election between AFSCME Local 2926 and the G.A.A. for Supervisory Engineers, and
 - e. Election between AFSCME Local 2926 and the G.A.A. for Non-supervisory Engineers.

It is expressly understood that the Union which wins the election will have the duty to bargain a new contract for its combined membership and that contract may have to be extended where there are not common expiration dates.

William Lucas
Wayne County Executive

William J. Novak
For Council 25 AFSCME

Leonard G. Cranston
For Local 101

Hugh S. Macdonald
For Local 1862

Eugene Ziomek
For Local 2057

Patrick J. Harte
For Local 2926

LETTER OF UNDERSTANDING #2
Disciplinary Procedure

The following procedure shall be used when the County disciplines employees:

Step 1.

Whenever an employee is called before a supervisor for disciplinary action or investigation, the Union will first be given notice and have the right to be in attendance prior to the employee being talked to by the employer.

If the employee does not want the Union to represent him/her, the Union will be allowed to stay in order that the interest of the Union is protected.

Step 2.

The supervisor shall send to the Department of Labor Relations Representative his request for Disciplinary action.

If approved, the Union and employee shall be required to meet with the Labor Relations Representative, and formal disciplinary papers will be served on the employee with copies to the Union. No discussion as to the merits will take place at this step.

Step 3.

If the Union wants to appeal the discipline, the Union will file a grievance at Step 2 of the Grievance Article.

Step 4.

When warranted, a supervisor may take immediate action as may be called for.

William Lucas
Wayne County Executive

William J. Novak
AFSCME Council 25

LETTER OF UNDERSTANDING #3

Three Day Vacation Bonus

All employees shall have their three (3) day vacation bonus for non-use of sick leave credited on April 1st of each year, and not on the employee's seniority date as provided for under the Civil Service Rules.

As of April 1, 1985, the bonus days shall be pro-rated based on the number of months since the employee's last anniversary date and the number of such days used since the last anniversary date. Pro-rated bonus days may be credited in one hour increments.

William Lucas
Wayne County Executive

William J. Novak
AFSCME Council 25

LETTER OF UNDERSTANDING #4

Provisional Employees

The parties agree that all employees serving on a provisional basis with six months in their classification shall, as of July 1, 1984, have status in their classification.

The Union agrees to withdraw all pending legal action dealing with this subject matter.

William Lucas
Wayne County Executive

William J. Novak
AFSCME Council 25

LETTER OF UNDERSTANDING #5

It is mutually agreed between the parties that for the purpose of implementing the terms and conditions of the contract that all layoff notices and displacement notices which were to take effect on Monday, July 30, 1984, are postponed until Monday, September 10, 1984; provided, however, that the Employer, upon giving ten (10) days' notice to the Union and seven (7) days' notice to the employee, may institute said layoffs prior to September 10, 1984.

Further, the Union agrees to represent those employees who have been demoted into the respective bargaining units from the Association of County Road Administrators bargaining unit positions. Said employees shall not displace bargaining unit employees until the Employer gives formal notification to the Union as provided for above.

William Lucas
Wayne County Executive

William J. Novak
AFSCME Council 25

LETTER OF UNDERSTANDING #6
Assignment of Foreman

Based upon the compaction of the Foreman Classification, the County agrees to allow all Foremen to fill out new transfer cards.

If a Foreman who has not worked at the airport is selected to be transferred to the airport, he/she shall be required to undergo up to 40 hours of in-service training on the operation of the airports, prior to supervising employees at one of the airports.

It is also agreed that once transferred to the airport, the Foreman will be subjected to a 60 day probationary period.

William Lucas
Wayne County Executive

William J. Novak
AFSCME Council 25

LETTER OF UNDERSTANDING #7

The parties agree to continue the terms and conditions of the labor agreement on a day-to-day basis in order that the membership of the Union and the Road Commission can approve the Agreement.

It is further agreed that the Agreement, when approved, will not apply to Firefighters. The parties agree to meet and bargain on the Firefighters portion of the contract once the membership has approved the new contract. Until such time that a new contract is agreed to, the terms and conditions of the old contract shall remain in full force and effect, except the earning and payment of COLA on and after July 1, 1984.

William Lucas
Wayne County Executive

William J. Novak
AFSCME Council 25

MEMORANDUM OF UNDERSTANDING

Effective July 1, 1984

Shift preference for employees working at the Detroit Metropolitan Wayne County Airport—Operations Section shall be determined by the selection of the employee with the greatest amount of Operation Section seniority. For the purpose of this section, only those employees of the Operations section as of July 1, 1984 shall be credited with all seniority earned pursuant to the previous labor agreement. After completion of shift determination by regular status employees, shift determination by probationary employees shall occur employing the same procedure.

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL No. 25, and its affiliate LOCAL 1862.

Hugh S. Macdonald
President, Local 1862

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF WAYNE, MICHIGAN.

Jamil Akhtar
Assistant County Executive

