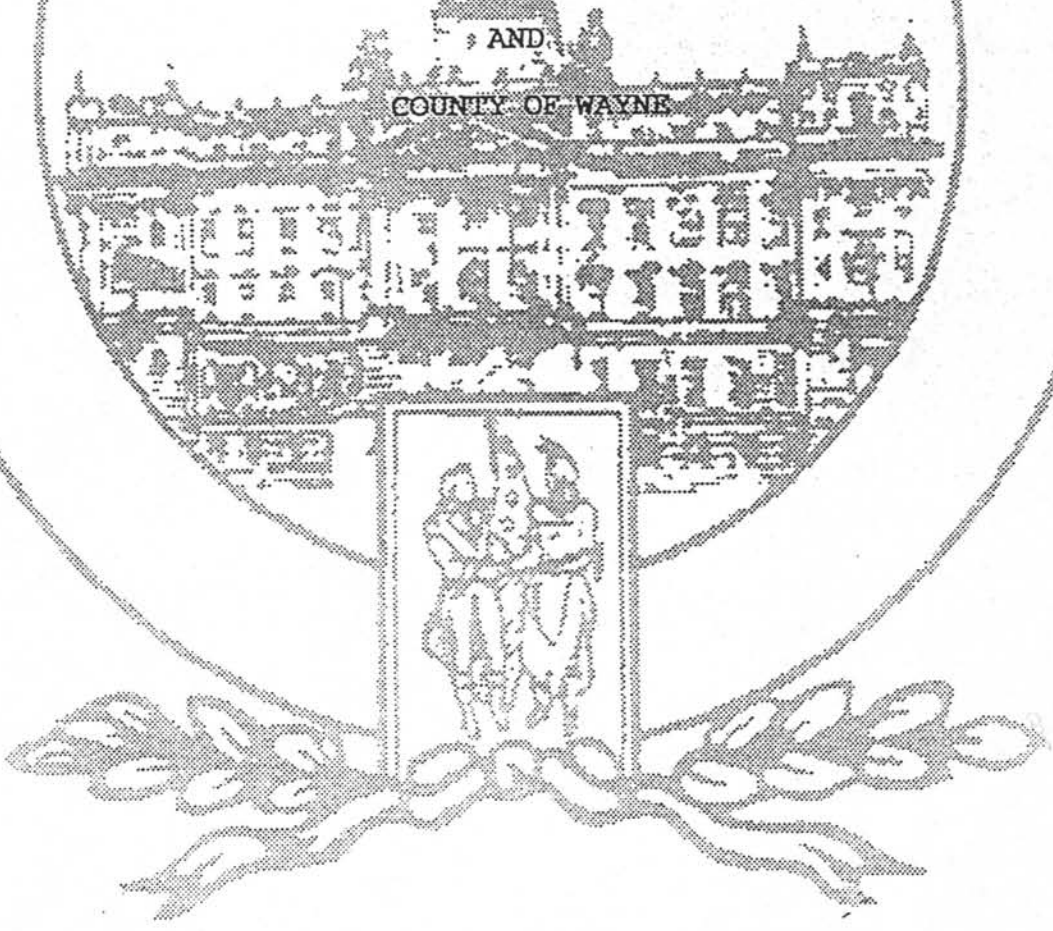


COUNTY OF WAYNE

AGREEMENT
BETWEEN
THE GREATER DETROIT BUILDING AND CONSTRUCTION TRADES
COUNCIL, AFL-CIO
AND ITS AFFILIATES
AND
COUNTY OF WAYNE



Wayne County

July 1, 1991
through
November 30, 1993

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ARTICLE 1 - AGREEMENT

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

ARTICLE 2 - PURPOSE AND INTENT

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

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

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

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

ARTICLE 3 - RECOGNITION

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

3.02 The bargaining unit shall consist of all employees of the

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

ARTICLE 4 - AID TO OTHER UNIONS

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

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

ARTICLE 5 - UNION SECURITY

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

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

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

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

- A. Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have been employed for a period of thirty (30) days after the effective date of this Agreement, shall commencing with the first biweekly payroll period thereafter and for the duration

of this Agreement, pay to the Union a service charge in an amount equal to the regular monthly dues as a contribution toward the administration of this Agreement.

- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have been employed for less than thirty (30) days, and employees hired, rehired, or transferred into the bargaining unit after the effective date of this Agreement, who do not make application for membership in the Union within thirty (30) days after completion of thirty days of service, shall commencing with the first biweekly payroll period thereafter and for the duration of this Agreement, pay to the Union the service charge defined in (A) above. The provisions of this section shall also apply to all employees as defined in Article 3.02 provided that said employees shall not be required to comply until completion of ninety (90) days.

5.05 Failure to comply with the provisions of this article, 5.04, shall be cause for the termination of the employee.

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

- A. The Union has first notified the Director of Labor Relations in writing that the employee has elected not to join the Union.
- B. Within ten (10) workdays from the date the Union notifies the Director of Labor Relations that the employee has elected not to join the Union, the Director of Labor Relations shall:
1. notify the employee of the provisions of this Agreement;
 2. obtain the employee's response; and
 3. notify the Union of the employee's response
- C. In the event the employee has neither joined the Union nor signed the "Authorization for Deduction of Service Charge" form after the above, the Union may proceed to request termination of the employee by written notice to the Director of Labor Relations, with a copy to the employee, registered mail, return

receipt requested.

- D. Upon receipt of such written notice, the Director of Labor Relations shall within five (5) workdays notify the employee that unless there is immediate compliance, the employee will be terminated not later than the end of the next pay period.
- E. The employee shall then be terminated unless the employee can produce evidence of compliance.
- F. The Employer shall not be liable to the Union by reason of the requirements of this article for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

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

ARTICLE 6 - PAYMENT OF UNION DUES

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

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

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

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

6.05 The Employer shall not be liable to the Union by reason of the requirements of this article for the remittance or payment of

any sum other than that constituting actual deductions made from wages earned by employees.

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

ARTICLE 7 - PAYMENT OF SERVICE CHARGE

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

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

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

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

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

ARTICLE 8 - MANAGEMENT'S RIGHTS

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

supervision shall be determined by the Employer.

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

8.03 It is expressly agreed that the County, when bidding on its own construction or renovation projects, may hire on a temporary basis, employees in classifications covered by this Agreement, by requesting the Council to supply the needed work force. The County shall pay directly to the Council or the appropriate local union on an hourly basis the prevailing fringe benefit rate for each employee so hired.

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

ARTICLE 9 - REPRESENTATION

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

9.02 Stewards, during their work hours and without loss of compensation, may investigate and present grievances to the Employer. Before entering upon such Union business, stewards shall advise and receive approval from their supervisors. Approval for the steward to leave his job assignment for a reasonable period time to complete his Union business will not be unreasonably withheld with the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Any alleged abuse by either party will be processed in accordance with Article 10 hereof.

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

ARTICLE 10 - SETTLEMENT OF DISPUTES

10.01 In the event differences should arise between the Employer and the Union during the term of this Agreement as to the interpretation and application of its provisions, the parties shall

act in good faith to properly resolve such differences in accordance with the following procedures. This procedure shall be the exclusive grievance procedure for all members of the bargaining unit.

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

10.03 Step 1 If the matter has not been resolved it shall be presented in writing by the Union Steward to the Division Head within ten (10) work days of its occurrence. A written grievance shall specifically describe the nature of the complaint, the date the matter occurred, the name of the employee(s) involved, and the provision(s) of the Agreement which are alleged to have been violated. The Division head, or designee, shall respond in writing to the Union Steward within ten (10) work days of receipt of the grievance.

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

10.05 Step 3
Section 1

If the matter has not been resolved at Step 2, the matter may be appealed to arbitration by filing an intent to arbitrate with the other party within twenty (20) work days of the date of receipt of the Step 2 answer. If not appealed to arbitration, the matter shall be considered settled based on the Step 2 response. The parties shall attempt to agree upon an arbitrator to hear the case. If the parties are unable to agree within fifteen (15) work days of the filing of the intent to arbitrate, the party desiring arbitration shall submit a request to the Michigan Employment Relations Commission (MERC) for a list (panel) of arbitrators. Each party shall have the right to strike one panel from MERC. An arbitrator shall be selected by the parties alternatively striking one name each, with the last remaining name being the arbitrator

selected. The Union and the Employer shall flip a coin to determine which party shall strike the first name. If an arbitrator is not selected within thirty (30) calendar days of receipt of the MERC list, the grievance will be considered settled based on the last management/Union answer to the grievance.

Section 2

- A. The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement and shall be without power and authority to make any decision:
1. Contrary to, or inconsistent with or modifying or vary in any way the terms of this Agreement.
 2. Granting any wage increases or decreases.
 3. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
- B. The Arbitrator shall be without authority to require the Employer to delegate, alienate or relinquish any powers, duties, responsibility, obligations or discretions which by State Law or State Constitution the Employer cannot delegate, alienate, or relinquish.
- C. All claims 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 his removal from the County payroll or unemployment compensation. All claims shall be limited to ten (10) work days prior to the date of the written grievance.
- D. The decision of the Arbitrator in a case shall not require retroactive wage adjustment in another case except by express agreement of the parties.
- E. There shall be no appeal from the Arbitrator's decision if made in accordance with his jurisdiction and authority under this Agreement. The Arbitrator's decision shall be final and binding on the Employer, on the employee or employees, and on the Union.
- F. In the event a case is appealed to an Arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

- G. The expenses of the Arbitrator shall be shared equally by the parties. Any additional arbitration expenses shall be determined and assessed by the Arbitrator. The aggrieved and his local representative shall not lose pay for time off the job while attending the arbitration proceedings.
- H. Arbitration shall be conducted on the premises of the Employer unless the parties mutually agree otherwise.
- I. It is understood between the parties that any of the time periods at any Step of the grievance procedure may be extended by mutual agreement in writing, and further, that work days shall not include Saturdays, Sundays, or holidays.
- J. No settlement at any stage of the grievance procedure shall be a precedent in any arbitration hearing.

ARTICLE 11 - STRIKES AND LOCKOUTS

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

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

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

ARTICLE 12 - MANUAL OF PERSONNEL PROCEDURES

The manual of Personnel Procedures as revised to August 27, 1976 heretofore adopted by the parties for County employees only shall remain in effect where not in conflict with this Agreement. Any modification of such manual during the term of this Agreement shall be negotiated between the Department of Personnel/Human Resources and the Union and no modification, deletion or change shall be effected unless by mutual agreement of the parties.

Pending agreement, the presently respective existing policies not in conflict with this Agreement shall remain in effect.

ARTICLE 13 - PROBATIONARY EMPLOYEES
(Probationary Period - New Hires)

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

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

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

ARTICLE 14 - DISCIPLINARY PROCEDURE

14.01

- A. Employees shall not be subject to any form of discipline except for just cause. If the Union determines to appeal any disciplinary action other than oral and written reprimands, it shall file a grievance in accordance with Article 10.
- B. Disciplinary action may be imposed upon an employee for failure to fulfill the employee's job responsibilities or for improper conduct while on the job, or for off the job conduct, which is tied to his employment that tends to bring the Employer into public disrepute.
- C. Nothing in this article shall prevent the department head from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.
- D. The steward or another representative of the Union shall be present at the time disciplinary action is imposed and shall represent the employee at all levels of disciplinary proceedings. All disciplinary actions shall be subject

to the grievance procedure or the employee may seek such other legal remedy as may be available upon the employee's election.

14.02

- A. The intent and purpose of the following is to provide for progressive disciplinary action.
 - 1. Oral Reprimand;
 - 2. Written Reprimand;
 - 3. Suspension, or demotion (not to exceed five (5) months);
 - 4. Removal or discharge.
- B. Nothing in this section shall prevent the department from taking appropriate disciplinary action, without regard to progressive discipline, when the offense is deemed to be serious in nature.
- C. Should it be necessary to reprimand any employee, the reprimand shall be given as not to cause embarrassment to the employee before other employees or the public.
- D. The Labor Relations Director or a designated representative may modify a disciplinary action except that the severity of the discipline shall not be increased but may be lessened.

14.03

- A. There shall be one official personnel file.
- B. A notation of oral reprimand by date and subject only, may be placed in the employee's personnel file.
- C. When initiating a disciplinary action on a current charge, the Employer shall NOT take into consideration any prior infraction which occurred more than two (2) years previously.
- D. Upon request, an employee's official personnel file in the Personnel/Human Resources Department may be reviewed every six (6) months. Such request shall be complied with within five (5) workdays.

14.04

- A. No employee of this bargaining unit shall be subject to disciplinary action for appearing before a State or Federal Grand Jury at which they presented testimony under oath and have been sworn to secrecy.
- B. Employees charged with the commission of any felony or of a misdemeanor involving criminal moral conduct during work hours or related to the work location or job responsibility, shall have the circumstances unilaterally reviewed by the Employer. After said review, the employee may be suspended or reassigned to a less sensitive position pending the judicial determination of said charge at the trial level.
- C. Employees convicted of the commission of any felony or of a misdemeanor involving criminal moral conduct during work hours or related to their work location or job responsibility may be disciplined.

ARTICLE 15 - SENIORITY

15.01

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

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

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

of such transfer or promotion.

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

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

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

15.04

- A. An employee shall lose his/her seniority for the following reasons only:
 - 1. Discharge or permanent removal from he payroll and the separation is not reversed through the grievance procedure.
 - 2. Voluntary or regular service retirement.
 - 3. Resignation or voluntary quits, which shall include:
 - a. failure to return to work when recalled within ten (10) workdays after notice of recall from layoff;
 - b. failure to return to work within five (5) workdays after the expiration of an approved leave of absence or extension thereof;
 - c. absence from work for five (5) consecutive workdays without a proper and valid notice of such absence to the Employer within the five (5) day work period.
- B. Loss of seniority under the above provisions is subject to the Grievance Procedure.

ARTICLE 16 - PROMOTIONS

- A. Regular promotions will be made in accordance with the Employer's Manual of Personnel Procedures.

- B. Provisional promotions shall be made to classifications within the Bargaining Unit on the basis of Department seniority of the employees within the Department who are qualified for the job by licenses and experience, as required.

Promotional examinations shall be administered in accordance with the Employer's Manual of Personnel Procedures as rapidly as possible following the date of the provisional promotion.

ARTICLE 17 - LAYOFF AND RECALL

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

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

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

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

17.04

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

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

B. Employees shall be laid off as follows:

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

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

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

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

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

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

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

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

17.07 Temporary Layoffs

Section 17.01 shall apply whenever the Employer determines to make permanent layoff or layoff in excess of 28 calendar days.

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

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

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

ARTICLE 18 - WORKWEEK

- A. The regular work week shall consist of five (5) consecutive eight (8) hour working days, for a total of forty (40) hours per week. The regular work week shall be followed by two (2) consecutive days offs.
- B. An overtime premium of time-and-one-half (1 1/2) will be paid for work in excess of eight (8) hours per day during the regular work week.
- C. All work performed on Saturday shall be at the rate of time-and-one-half (1 1/2).
- D. All work performed on Sundays or major Holidays shall be at double time (2X).

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

ARTICLE 19 - OVERTIME

19.01

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

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

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

19.04 An employee's work schedule shall not be altered to avoid the payment of overtime.

19.05 Shift Differential

Employees covered by this Agreement who are assigned to a regular afternoon or night shift, four (4) or more hours of which fall between 6:00 p.m. and 6:00 a.m., shall be paid a shift differential of thirty-five cents (.35) per hour for all hours actually worked during said shift and for all additional hours actually worked over and above the regular shift hours as provided by this Agreement and the Employer's manual of Personnel Procedures.

19.06 Call Time

Any employee called to work prior to the start of his regular work shift shall be paid for a minimum of three (3) hours, at the rate of time and one half (150%) providing the call time does not overlap his regular work shift.

ARTICLE 20 - TEMPORARY ASSIGNMENTS

20.01 No employee shall be assigned duties normally considered commensurate with a classification higher (within his classification) than that which the employee holds except in cases of a stated emergency or vacation replacements. Stated emergencies relative to temporary assignments shall include insufficient personnel in the appropriate classification to which the temporary assignment is made.

20.02 When an employee is temporarily assigned to performed the duties of a higher classification in excess of five (5) workdays, the employees shall be compensated from the first day of such assignment at the rate of the higher classification which gives him an increase in compensation, provided however, that compensation at the higher rate shall not be paid for the first ten (10) workdays of any temporary assignment resulting from the necessity of providing vacation relief.

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

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

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

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

- a. Positions filled are cyclical or seasonal 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.

ARTICLE 21 - VACATION LEAVE

21.01 Vacation Leave

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

21.02 Employees shall not be entitled to use vacation leave until the completion of one year of continuous full or part time service, except in cases of injury incurred in the line of duty or under emergency situations as the same shall be determined by the Employer or designee. For the purpose of this subsection, one year of continuous service shall be calculated on basis of 2080 hours. If 2080 regular work hours are completed prior to the first anniversary year, then such hours shall be construed to be the equivalent of one year.

21.03 The number of vacation leave days to be granted shall be determined by the employee's total length of service with any of the employers. Length of service shall be calculated on the basis of total service, subject to the following provisions:

- a. Service prior to resignation shall not be considered in computing the length of total County service.
- b. Employees who have successfully completed an initial probationary period shall have their length of service, for vacation leave accruals, adjusted by any time in excess of six months inactive service which would include certain leaves of absence without pay and layoffs subject to rules governing the length of those layoffs. No adjustment shall be made to length of service for leaves of absence granted for the purpose of union business, military service, and as a result of a military service connected disability. Length of service shall be adjusted by all time in excess of 90 days as a result of leaves of absence without pay granted for personal illness, long term disability leaves and workers' compensation leaves.
- c. Periods of seasonal, temporary, or limited term employment shall be deducted from the total length of service in computing vacation leave days, unless such employment is followed without break in service by a permanent appointment.
- 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 workers' compensation, leaves granted to disabled veterans due to illness resulting from a service-connected disability, and 90 days of leaves of absence granted because of personal illness in any one year shall not be deducted.

- 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.

21.04 On the first day of the calendar month after the effective date of this Agreement, employees shall have their accrued vacation leave prorated by adjusting from an anniversary month to a calendar month basis for the one month prior to the effective date of this provision.

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

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

- b. No employee shall earn a vacation leave credit in any calendar month in which he/she has less than One Hundred and Forty-Four (144) hours of paid service.

21.06 Vacation leave shall not be anticipated.

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

21.08 No employee shall be permitted to accumulate vacation leave beyond that which they could earn in two (2) years time. Upon reaching the maximum allowable accumulation, an employee shall thereafter earn no additional vacation leave credits until his bank has been reduced below the maximum.

- a. The above provision is modified to the extent that no employee separating from the service can be paid for any vacation leave banked time above 160 hours as of January 1 of the year of separation plus whatever monthly earnings to which the employee is eligible between the preceding January 1 and the date of separation.
- b. The above provision is also modified in that any employee shall be able to accumulate vacation leave above the maximum hours only if a pre-approved vacation was cancelled due to operational needs of the Employer.
- c. Employees whose pre-approved vacations have been cancelled

may accumulate time above their allowable limit only in the amount of time cancelled, or reschedule vacation within 90 days or be paid.

21.09 Scheduling of Vacations

1. Employees shall inform their department head or designated departmental representative in writing by May 1 of each year of their desire for vacation leave. In the event there is conflict in scheduling vacation leave, seniority shall prevail. Employees who fail to give the department head proper notice before May 1 of each year shall forfeit the seniority preference.
2. Employees who attempt to schedule less than full-week vacations on a continuing basis during prime vacation time shall not be allowed to exercise their seniority preference when there is a scheduling conflict.
3. Final decision as to when any employee may take vacation leave shall rest with the Employer.

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

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

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

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

ARTICLE 22 - SICK LEAVE

22.01 Every full time employee shall be entitled to sick leave with full pay of one eight (8) hour workday (computed at straight time) for each completed month of service, based upon the limits spelled out below; provided, however, that no sick leave credit shall be granted in any anniversary month in which the employee has

had less than 144 hours of paid service. Employees rendering part time, seasonal or intermittent service shall be entitled to sick leave at the same rate for time actually worked. Hourly employees shall be entitled to sick leave on the basis of eight (8) hours for each completed month for service calculated on the basis of 2080 work hours per year.

22.02 Primary Bank

All sick leave accumulated up to July 1, 1983 shall be deposited in a primary sick leave bank. Sick leave in the primary can be used in any of the following ways:

1. As sick leave upon exhaustion of the secondary bank. When used as sick leave, each hour is paid at the employee's then current hourly rate.
2. All or part of the primary bank may be cashed out subject to the following limitations:
 - a. a maximum of \$7,500 per year may be withdrawn;
 - b. the value of the time withdrawn shall be frozen at its July 1, 1983 dollar amount;
 - c. it shall be paid at 80% of its frozen dollar value, payment may be in cash or in the form of deferred compensation; and,
 - d. no portion of the cash payment shall be counted toward final average compensation.
3. Upon retirement or other termination, the bank may be cashed out subject to the following conditions:
 - a. the value of the time shall be frozen at its July 1, 1983 dollar amount;
 - b. for retirement, the amount paid shall equal 75% of July 1, 1983 dollar amount which may be credited toward an employee's final average compensation;
 - c. for termination, the amount paid shall equal 50% of the July 1, 1983 dollar amount which may be credited toward an employee's final average compensation; and,
 - d. Upon death, the amount paid shall equal 100% of the July 1, 1983 dollar amount which may be credited toward final average compensation for the calculation of survivor's benefits, if any.

No additional time may be credited to the primary bank.

Once the primary bank time is used, it may not be replaced.

22.03 Secondary Bank

All sick time earned in accordance with Section 22.01 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:

1. 50% of value upon termination;
2. 75% of value upon retirement; and
3. 100% of value upon death, however, none of the pay out may be included in final average compensation.

22.04 An employee may utilize sick leave allowance for absences:

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

22.05 An employee absent for one of the reasons mentioned above shall inform the designated management representative as soon as possible, and failure to do so within a reasonable time may be

cause for denial of sick leave with pay for the period of absence.

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

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

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

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

1. Such additional three (3) days of annual leave may be accumulated not to exceed six (6) days.
2. Except as otherwise provided for in this Agreement, an employee who has not had more than a total of ten (10) days of leave without pay or time off without pay during any one year shall be deemed to have been employed continuously for the entire year.

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

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

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

22.13 An employee who is seriously ill for more than five days while on annual leave may, upon application to approval of the department head or designated departmental representative, have the

duration of such illness charged against sick leave reserve rather than against annual leave. Notice of such illness must be given immediately to the department head or designated departmental representative. Proof of such illness in the form of a physician's certificate shall be submitted by the employee to the Department Head or designated departmental representative who shall determine whether or not such application shall be granted.

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

22.15 Except as provided in Article 24, and except for employees with less than two (2) years of continuous service, upon separation from the service, employees shall be paid for all unused accumulated sick leave in accordance with 24.01 B and C.

Continuous service shall mean employment without interruption or break. Layoffs, leaves of absence without pay, time off without pay and suspensions shall not be considered as breaks in service, provided however, that the length of such time off or separation shall be deducted from the total length of service, except that union leaves, military leaves, periods during which employees are receiving Workers' Compensation, leaves granted to disabled veterans due to illness resulting from a service connected disability, and 90 days of leaves of absence because of personal illness in any one year shall not be deducted.

ARTICLE 23 - PERSONAL BUSINESS LEAVE

23.01 All full-time employees who have completed one year of service and have accumulated sick leave in accordance with Section 22.01 of this article shall be entitled to utilize such sick leave for personal business leave not to exceed four (4) days in any one anniversary year. The anniversary year shall be defined as the date on which the employee is entitled to receive the three (3) annual leave days.

23.02 Personal business leave days shall be used at the employee's discretion to the following extent:

1. Upon reasonable notice to and with the agreement of the Department Head or the designated departmental representative.

2. Approval for personal business leave shall not be unreasonably withheld by the Department.

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

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

23.05 Personal business leave days granted by the Department shall not be counted against the three (3) day vacation bonus for use of sick leave as provided in 22.09 of this article.

ARTICLE 24 - TRANSFER OF ANNUAL LEAVE AND SICK LEAVE
TO ANOTHER GOVERNMENTAL JURISDICTION

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

- A. An employee who has less than one year of continuous service may transfer accumulated annual leave.
- B. An employee who has completed one year of continuous service may, at his/her option, transfer all or part of accumulated annual leave and shall be paid for all unused accumulated annual leave not transferred. For the purpose of this subsection, if 2080 regular work hours are completed prior to one calendar year, then such hours shall be construed to be the equivalent of one year.
- C. An employee with less than two years of continuous service may transfer accumulated sick leave.
- D. An employee who has had at least two years of continuous service as defined in Section 22.15 of this article may, at his/her option, transfer all or part of accumulated sick leave and shall be paid one half of all unused accumulated sick leave not transferred.

ARTICLE 25 - LEAVE WITHOUT PAY

25.01 A regular employee may be granted a leave of absence without pay upon prior written recommendation by the department head and approval by the Director of Personnel/Human Resources for any of

the following reasons:

- a. Because of physical or mental disability of the employee,
- b. Because the employee has been elected or appointed to a public office,
- c. Because of the employee is entering the unclassified or exempt services of the employer.
- d. Because the employee is entering upon a course of training or study, in an approved education institution, for the purpose of improving the quality of the employee's service to the County or the purpose of qualifying for promotion.
- e. Because of extraordinary reason sufficient to warrant such leave of absence.

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

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

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

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

25.06 Maternity/Parental Leave

Regular or probationary status employees who become pregnant may be granted a maternity leave of absence without pay before and after the expected date of delivery upon presentation to the

Department Head and the Director of Personnel/Human Resources a written recommendation from the employee's personal physician.

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

25.07 Military Leave

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

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

ARTICLE 26 - BEREAVEMENT LEAVE

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

- A. Bereavement leave shall be limited to three (3) workdays at any one time except what it may be extended to a maximum of five (5) workdays in the event the funeral is to take place at a distance of over three hundred (300) miles from the city of Detroit. Such leave must be taken in conjunction with the funeral and shall not be cumulative.
- B. The term "immediately family" as used in this section shall mean the employee's husband or wife, and the parents, grandparents, grandchildren, children, brothers, sisters, brother-in-law, and sisters-in-law of the employee or spouse. "Immediate family" shall also include stepparents, great-grandparents, great-grandchildren, stepchildren, stepbrothers, stepsisters, half brothers and half sisters.
- C. Employees shall notify their department head prior to taking bereavement leave as herein provided and failure to comply may 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 deceased person is a member of the employee's immediately family and the time and place of funeral.
- E. In the event that a holiday is defined in Section 5 of this article occurs during the bereavement leave, the employee

shall be allowed equivalent time off with pay for paid holiday at such time as the department head shall designate. In the event that bereavement leave occurs during the period when the employee is on annual leave or sick leave, such leave shall be credited to the appropriate leave bank.

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

ARTICLE 27 - HOLIDAYS

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

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

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

The above paragraph does not apply to the Division of Public Works.

27.03 It is understood that requests for personal days off shall be granted provided that:

1. the employee makes a written request at least three (3) days in advance of the requested day;
2. there will be no adverse impact on operations if more than one employee desires the same day off; and,
3. if more employees request the same day off than can be

accommodated, the first employee(s) submitting a written request shall be granted the day off.

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

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

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

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

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

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

ARTICLE 28 - HEALTH INSURANCE

28.01 The Employer shall continue to provide at its expense hospital-medical benefits for each full-time, permanent employee within this bargaining unit, and their legal dependents. The coverage provided shall be equal to MVF II Ward Service, with prescription rider, \$3.00 deductible, mandatory consultation of elective surgery rider, [hospice], precertification of elective inpatient hospital admission rider, and precertification of hospital length of stay for inpatient hospital admissions rider and transplant surgery rider or, as an alternative to MVF-II Ward Service with above rider, qualified employees may choose an

available HMO or Prudent Provider Arrangement.

28.02 Enrollment of employees and dependents in health plans is the responsibility of the employee.

28.03 The Employer will provide only one health care benefit option per family. This applies to all coverages provided by Wayne County regardless of the source of coverage.

28.04 The Employer shall provide an active employee's self-insured optical reimbursement program with a \$100.00 maximum benefit level for each family member who is currently covered under MVF-II, HMO, PPO at Employer's expense. Benefits will be restored every two years. The Employer shall provide for employees a self-insured optical reimbursement program with a \$100.00 maximum benefit level for hospital medical benefits equal to MVF II, HMO or PPO at Employer's expense. Benefits shall be limited to prescription lenses, prescription contact lenses, eye glass frames and vision examinations by licensed optometrists, opticians and ophthalmologists. The \$100.00 benefit reimbursement will be restored every two years. Eligible member and their dependents may obtain optical services from any licensed optometrist, optician or ophthalmologist during the two(2) year period, and receive the \$100.00 reimbursement allowed by the employer. The plan period begins December 1, 1989 and will renew every two years thereafter. Dependent children will be covered under the plan of participation until the year in which they reached age 19. Coverage may be continued until end of the year in which they reach age 25 if employees certify the following annually for dependent children:

- a. Active enrollment in college or university by letter from the registrars office of the school of attendance.
- b. Dependency status, by notarized affidavit.

28.05 Dependent children between the ages of 19 and 24, who are still the employee's legal dependents but on the employee's contract with a partial contribution from the employee. The cost for this continued coverage must be paid by payroll deduction. The cost will be \$30.00 per month for the life of this agreement. Risk Management shall request proof of dependency by notarized affidavit.

28.06 Handicapped dependent children over the age of 19 will be carried, at no expense to the employee, so long as he/she meets the terms and conditions of Public Act 275 of 1966 and any other applicable statute, and as long as the employee remains eligible for health care coverage. Risk Management Division shall request the following"

Completed for #0407-7, Blue Cross/Blue Shield of Michigan or like form from other health provider. This form is called "Disabled Dependent Application." These forms will be supplied to the employee by the Risk Management Division.

28.07 Dependents over the age of 25 may be covered under the plan of participation as a "Sponsored Dependent" if they:

- a. reside in the same household as the employee or are related by blood or marriage, and
- b. are currently dependent on the employee for at least 50% of their support, and
- c. are claimed as a dependent on the employee's most recent federal income tax return.

Employees covering children under this provision will be responsible for 100% of the monthly cost for this continued coverage. The cost for this continued coverage will be determined on a sound actuarial basis, consistently applied, on a per covered dependent basis. Dependents described in this Section may not be covered for master medical, optical and dental insurance.

28.08 Failure to respond to a Request for Verification of a Dependent's Status, will result in loss of coverage for that dependent.

All new employees with or without prior service with the County are required to participate in the plan of the County's choice for at least one year. Participation will begin the first of the month following the effective date of active service and will continue without election until the new enrollment period following completion of at least one year in the mandatory plan.

- a. An open enrollment for medical benefits will be held in the fall of each calendar year, whereby employees can elect various coverage for the subsequent calendar year, and enroll new dependents for both the medical and dental plans. Newly acquired dependents (i.e., by birth, adoption, marriage, or court order) must be enrolled within 30 (thirty) days from the date of birth, adoption, marriage or court order for both medical and dental coverage. Dependents not enrolled within 30 (thirty) days may be enrolled at the next open enrollment period. Subject to (optouts) employees may make changes between medical plans only at the open enrollment, and at no other time.
- b. All new employees are required to participate in the plan of the County's choice for at least one (1) year. For

this purpose, the one (1) year period must be completed by November 1st of any calendar year. If the one (1) year period is not completed by November 1, then the employee may not be offered an open enrollment choice for the next calendar year, and must remain in the plan of the County's choice until the open enrollment period which occurs in the next calendar year.

28.09 Members of the bargaining unit may, after one year in the mandatory plan and during the next available open enrollment period, choose among the various Health Maintenance Organizations approved by Wayne County or the self funded hospital, surgical and master medical plan of other plans approved by Wayne County. The present choice of HMO's carriers and third party administrative service organizations does not obligate nor limit Wayne County to providing insurance or self-insurance programs with these organizations

The employer will continue to coordinate hospital, medical and dental benefits with insurance carriers of spouses and/or dependents of Wayne County, active employees. It is a requirement that all employees and retirees provide Risk Management with current information as to changes in marital, employment and insurance status. Coordination of benefits under the MVF II option will be conducted under the policy known as "Purse and Pay".

28.10 Benefits paid under insurance programs or self funded programs for basic, master medical, prescription drugs, dental and life insurance shall be subject to the policy provisions of the carriers or third party administrative service organizations selected to insure or provide administrative claims service for the various plans.

28.11 An employee leaving employment with Wayne County shall not be entitled to continuation of benefits other than provided by in the Consolidated Omnibus Budget Reconciliation Act.

28.12 The Employer may, at its option and at its own cost, implement Spending Accounts ("accounts") for health care, dependent care, or both, during the term of this Agreement. The accounts will comply with Section 105, 125 and 129 of the Internal Revenue Code, and will provide employees with a voluntary program to achieve income tax savings on unreimbursed medical, and qualifying dependent care expenses.

23.13 Insurance Program: Effective Date

The following insurance programs shall be effective on the first day of the month following the date of hire, rehire or transfer into an eligible job classification covered by this Agreement:

Health Insurance
Dental
Life Insurance
Supplemental Life Insurance

28.14 Insurance Programs: Termination Date

Subject to Article [continuation of medical coverage while on long-term disability], Article [continuation of medical dental and life coverages while on an approved leave due to illness, Article [continuation of medical, optical and dental coverage upon the accidental death of an employee, Article [continuation of medical and dental benefits while on worker's compensation], and Articles [eligibility for retiree health and life insurance benefits], the following insurance programs shall terminate on the last day of the month following a voluntary or involuntary termination of employment, retirement, death, unpaid leave of absence, commencement of a disability, or layoff:

Health Insurance
Dental
Life Insurance
Supplemental Life Insurance

28.15 Opting-Out of Health Benefits

At the County's option an opting-out of health benefits program may be offered as follows:

- a. Upon the hire, rehire, transfer into a job classification covered by this Agreement, annual open enrollment, or initial coverage by other health insurance, an employee may elect to opt-out of health benefits offer by the Employer as described.
- b. Only employees who are covered by other health insurance may opt-out. "Other health insurance" means another employer sponsored plan of group health insurance which provides primary coverage to the employee in the capacity either as a spouse of an active employee, as a retiree or as an active employee.
- c. Once elected in writing by the employee, the opt-out is irrevocable until the next open enrollment, unless the other health coverage is lost. If an employee re-elects Employer coverage due to loss of other coverage as allowed in (e) below, he will be automatically placed in the medical plan of the County's choice until the next open enrollment.

- d. An employee who wishes to opt-out shall certify to the Employer in writing that he is covered by other health insurance, the name of the group health plan, the other employer, in what capacity he is covered, and the name of the insurer or payor of the other plan. Employers' coverage shall terminate as of the end of the month following receipt of the notice.
- e. An employee who loses his other health insurance must notify the Employer in writing of the reason why coverage was lost, and must enroll himself and his dependents (if any) within fifteen (15) calendar days after the date coverage was lost. If notification occurs within the fifteen (15) day period, then coverage provided by the Employer shall be effective retroactively to the date coverage lost. If notification occurs after the fifteen (15) day period, coverage provided by the Employer shall be effective on the first day of the month following notice.
- f. Notice is considered received by the Employer upon receipt of the appropriate written notice on a form authorized for this purpose in the Employer's Risk Management Department.
- g. The Employer will pay fifty dollars (\$50.00) per month to an employee who opt-out, commencing with the first payroll period which begins after receipt of the employee's notice of opt-out. If an employee who has opted-out re-elects the Employer's health benefits, then the opt-out payment shall cease effective with the pay period which begins after the date the Employer's health benefits are effective.

28.16 Dental

The employer shall provide a dental plan for each eligible employee and qualified dependents in this bargaining unit with a yearly combined maximum of \$1,000 per person per benefit year for all dental services in Classes I and II with individual levels as follows:

Class I Benefits:

100% diagnostic services, preventive services, restorative services, and oral surgery service.

See service definitions below:

Diagnostic Services: Services usually employed by dentist in evaluating existing conditions and the dental care required. Such services may include: consultations, diagnosis diagnostic aids.

Preventive Service: Dental procedures or techniques usually employed by dentists to prevent the occurrence of dental abnormalities or disease. Such services may include: prophylaxis and topical application of fluoride solution.

Restorative Services: Services usually employed by dentists to rebuild, repair or reform the tissues of the teeth. Minor services usually include amalgam, synthetic porcelain, plastic restorations and relines and repairs to prosthetic appliances. Major restorations shall include crowns, jackets, and gold-related services when the teeth cannot be restored with another filling material. All major and minor restorations are not limited to those listed above.

Oral Surgery Services: Extraction and other oral surgery procedures usually employed by a dentist.

Class II Benefits:

85% paid. Provides for prosthodontic services, endodontic and periodontic services.

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

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

Periodontic Services: Procedures usually employed by dentist for the treatment of diseases of the gums and supporting structures of the teeth.

Class III Benefits:

Provides for orthodontic services defined as treatment and procedures required for the correction of malposed teeth. 50% paid up to a maximum benefit of \$500 per person per life time.

ARTICLE 29 - LIFE INSURANCE

29.01 The Employer shall pay the full premium for \$15,000 of group life insurance for each full-time permanent employee within the bargaining unit.

29.02 Supplemental life insurance is available under a group plan at the option of the employee. It is offered on a flat rated basis. At the option of the County Supplemental life insurance on or after January 1, 1991 may be offered age rated. Age groupings

for rates will be as follows: 29 and under, 30 to 34, 35 to 39, 40 to 44, 45 to 49, 50 to 54, 55 to 59, 60 to 64, 65 to 69, 70 and up. The rate that the employee pays for supplemental life will increase as the employee grows older. Employees and retirees will, subject to the terms and conditions of the life insurance company, be eligible to transfer to the age rated group life insurance plan. The amount of the life insurance available for any individual and the life insurance policy provisions shall be determined by the life insurance company.

ARTICLE 30 - LONG-TERM DISABILITY INCOME PROTECTION PLAN

30.01 Beginning the effective date of this contract, members of the bargaining unit shall be covered by a long-term disability income protection plan which pays a member 60% of gross salary up to a maximum of \$1400 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. Employees receiving long-term disability income benefits shall receive benefits administered according to the "County of Wayne, Michigan Long-Term Disability Income Benefit Plan effective July 1, 1984 revised December 1, 1990."

An employee disabled as a result of work related injury is qualified to collect workers' compensation benefits. Payment of workers' compensation benefits precludes payment of long-term disability. If long-term disability payments have been made prior to favorable adjudication of a worker's compensation claims, the County shall deduct the dollar amount received during the overlapping disability period from worker's compensation benefits.

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

Hospital medical benefits will continue while on long-term disability for up to two (2) years. Health insurance, dental, life insurance and optical reimbursement as provided, will continue on long-term disability for up to two (2) years as long as an employee is receiving long-term disability benefit payments.

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

Other terms and conditions regarding eligibility for the

application of benefits provided by this Article shall be as described in the benefit plan dated 1991 which is incorporated by reference.

ARTICLE 31 - RETIREMENT

31.01 General Provisions

Members of Defined Benefit Plan #1 shall continue to make contributions to the system in accordance with the following schedule:

<u>Years of Credited Service</u>	<u>Percentage of Total Compensation</u>
0 - 8	6.0%
9 - 12	4.0%
13 - 16	3.0%
17 - Plus	2.0%

31.02 A member of Defined Benefit Plan #1 may exercise one of the following options:

- a. Remain in Defined Benefit Plan #1 in accordance with the Wayne County Retirement Ordinance as amended.
- b. Transfer to Defined Benefit Plan #2 in accordance with the Wayne County Retirement Ordinance defining Plan #2. If the member elects to transfer from Plan #1 to Plan #2, the member shall be credited with the credited service in Plan #1; receive a refund of their accumulated contributions which includes regular interest plus a bonus of 50% of their accumulated contributions to be paid from the Reserve for Employer's Contributions.
- c. Transfer to Defined Contribution Plan #4 in accord with the Wayne County Retirement Ordinance defining Plan #4.

If the member elects to transfer from Plan #1 to Plan #4 and relinquishes all benefits in Plan #1, he/she shall receive a refund of their accumulated contributions which includes regular interest and shall contribute in Plan #4 in accordance with the provisions of the Plan. The Employer shall contribute \$4.00 for every \$1.00 contributed by the employee. The total contribution of both shall not exceed \$7,500 per year.

both shall not exceed \$7,500 per year.

In addition, for relinquishing all benefits in Plan #1, the Employer shall pay to the employee a bonus of \$2.00 for each \$1.00 contributed by the employee for the years and months of credited service in Plan #1. In the instance, the \$7,500 maximum can be exceeded.

If a member who is eligible to vest in Plan #1 or Plan #2 elects to defer benefits and transfer to Plan #4, the Employer shall contribute \$4.00 for every \$1.00 contributed by the member not to exceed \$7,500 per year.

31.03

- a. Effective beginning December 1, 1991, employees who are otherwise eligible for regular retirement under Plan #1 and who are "Red Circled" or who have thirty (30) or more years of service on or before that date, may retire under the following pension formula: For the first twenty (20) years of service, AFC shall be multiplied by 2%.

For years of service beyond twenty (20) years, AFC shall be multiplied by 2 1/2%. The maximum pension benefit shall not exceed seventy-five (75%). All other provisions of the Wayne County Retirement Ordinance governing Plan #1 except as changed hereby shall remain in full force and effect.

- b. Effective beginning December 1, 1992, employees who are eligible for regular or early retirement under Plan #1 on or before that date, may retire under the pension formula provided in 31.03. All other provisions of the Wayne County Retirement Ordinance governing Plan #1, except as changed hereby, shall remain in full force and effect.

31.04

- a. Once a member has elected to withdraw from Plan #1, the member cannot return to the Plan again.
- b. Once a member has elected to withdraw from Plan #2, the member cannot return to either Plan #1 or Plan #2 again.
- c. Once a member selects Plan #4, the member shall remain in that Plan during employment with the County of Wayne.
- d. Employees hired on or after the effective date of the Agreement shall be eligible for either Plan #2 or Plan #4.
- e. All new employees hired on or after July 1, 1991, shall be eligible for participation in Defined Benefit Plan #2

or Defined Contribution Plan #4, however, said employees shall not be eligible for insurance and health care benefits upon retirement unless they retire with 30 or more years of service or after a minimum 15 years of service at age 60 or older.

- f. Employees who on or after July 1, 1991, elect to receive a deferred retirement option upon separation from County service, shall not be eligible to receive insurance and health care benefits upon satisfying normal age and service requirements for a deferred retirement pension.
- g. Employees participating in Defined Contribution Plan #4 must meet all age and service requirements eligibility to be eligible for insurance and health care benefits.
- h. Effective July 1, 1991, if a member elects to transfer from Plan #3 to Plan #4 and relinquishes all benefits in Plan #3, he/she shall receive a refund of his/her accumulated contributions which includes regular interest and shall contribute in Plan #4 in accordance with the provisions of the Plan. The employer shall contribute \$4.00 for every \$1.00 contributed by the employee. The total contribution of both shall not exceed \$7,500.00 per year.

In addition, for relinquishing all benefits in Plan #3, the employer shall pay to the employee a bonus of \$2.00 for each \$1.00 contributed by the employee for the years and months of credited service in Plan #3. In this instance, the \$7,500.00 maximum can be exceeded.

31.05 Purchase of Military Service

After sixty (60) days of the signing of the Agreement, all employees may purchase up to a total of six (6) years prior military service at full actuarial cost. Purchase shall be in one (1) month increments with twelve (12) months of purchased credited service needed for one (1) year of credited service. The Retirement Commission shall establish rules for implementation of this section.

31.06 Involuntary Disability Retirement

The provisions of the Wayne County Retirement Ordinance shall apply.

In addition to the general requirements of the Ordinance, the Director of Personnel/Human Resources shall have the authority to file a written application for disability retirement on behalf of any employee permanently or indefinitely disabled.

ARTICLE 32 - UNEMPLOYMENT INSURANCE

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

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

ARTICLE 33 - UNION BULLETIN BOARDS

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

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

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

ARTICLE 34 - MILEAGE

34.01 Any assignment within the nucleus listed below will pay mileage from building to building. But not from within the nucleus to home or work. Scheduled overtime does not include mileage from home to worksite and back home.

Downtown Area:

640 Temple
Frank Murphy Hall of Justice
Walter Baird Facility
Old Jail
Old Jail Annex
Medical Examiner
County Building
City/County Building
Book Building
Neudeck Building

Cadillac Tower
International Plaza
Vigilotti Building
Youth Home

34.02 Private Car Mileage Reimbursement

Effective upon ratification, employees required to use their private vehicles in performance of assigned duties shall be reimbursed for actual trip mileage incurred each month. Employees shall be reimbursed at a rate of one (1) cent above AAA published rates. This rate shall be adjusted as of January 1 of each year, in accordance with the composite cost for driving 10,000 miles, which is published annually by the American Automobile Association, (AAA) in the publication, "Your Driving costs."

34.03 Definition of Reimbursable and Non-Reimbursable Mileage

1. Trips from home to the employee's official work location and back home shall not constitute reimbursable mileage.
2. Trips from the employee's official work location (or designated starting point if the employee has no official work location) to a job, from job to job, and if directed, back to the official work location or designated starting point, shall constitute reimbursable mileage.
3. Employees who report to a field assignment and not to their official work location, shall be reimbursed for home to field.
4. Employees who report to their official work location, then travel to a field assignment for the remainder of the day, and then go home, shall be reimbursed.

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

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

34.06 Employees shall be required to submit a filled in Daily Trip Sheet furnished by the Employer at the end of each month. The Employer shall pay each monthly mileage allowance check no later than the end of the next month after it has incurred. Employees

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

ARTICLE 35 - TUITION REIMBURSEMENT

35.01 Eligibility

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

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

35.02 Amount of Reimbursement

The refund will be one hundred percent (100%) of actual tuition but not more than seven hundred and fifty dollars (\$750.00) per fiscal year. Refund payments will not include the cost of books, supplies or equipment. More than two (2) college courses per term will be approved only under circumstances acceptable to the Employer.

The Department of Personnel/Human Resources, Staff Development Division determines the processing and reimbursement procedures.

ARTICLE 36 - CONTRACTING

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

ARTICLE 37 - SEVERABILITY CLAUSE

If any article or section of this Agreement, or any Supplement thereto, should be held invalid by operation of Law or by Tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such Tribunal, the remainder of this Agreement and Supplements shall not be affected

thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article, section or supplement.

ARTICLE 38 - INDEMNIFICATION

- A. The Employer agree to hold harmless and indemnify all employees covered by the Collective Bargaining Agreement from all civil claims, actions, and judgments brought or rendered against them by reason of any act, action or omission arising in the course of or out of their employment, provided, however, that in no event shall the Employers be liable for the payment of judgments, attorney fees or Court costs where the member is found to have committed an intentional tort. All settlements are subject to the approval of the Employers.
- B. The Employer may elect to represent an employee in cases covered by the above provision, said representation to be through the Office of the Corporation Counsel. Upon receipt of notice of any claim or action, the employee shall immediately notify the Office of the Corporate Counsel in writing.

ARTICLE 39 - SUPPLEMENTAL AGREEMENTS

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

ARTICLE 40 - DEFERRED COMPENSATION PLAN

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

ARTICLE 41 - WORKERS' COMPENSATION

41.01 Worker's Disability Compensation Act currently provides a mandatory seven (7) day waiting period before compensation payments

commence. To minimize financial loss during this time period, an employee shall be permitted to draw upon accumulated sick and annual leave respectively, if available. If sufficient sick/annual leave does not exist, the employee must request a leave of absence without pay.

41.02 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.

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

41.04 If an employee has a work related disability, the Employer may void seniority rights to place this individual back to work in an open position meeting their restrictions if the employee is minimally qualified for the job. The employee shall be paid at the same rate prior to disability unless the new light duty position is paid at a higher rate by Union contract.

41.05 Employees on workers' compensation shall receive hospital medical benefits pursuant to their collective bargaining agreement for no more than two years of continuous disability.

41.06 Employees receiving worker's compensation shall not earn annual and sick leave in excess of the two (2) year limitation. The annual leave time earned should be 50% as determined in Article 21.

41.07 The Director of Personnel/Human Resources shall have the authority to file a written application for disability retirement on behalf of all employees in the union even if their claim was established prior to July 30, 1984 or after July 30, 1984.

41.08 The Employer may assign job duties to a member who is placed in a workers' compensation status which are within the physical ability of the member to perform.

41.09 If an applicant for disability retirement is disqualified, the Director of Personnel/Human Resources shall have the authority to place the disqualified applicant into a light duty position.

ARTICLE 42 - UNIFORMS

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

42.02 In the event an employee is separated from County service, the employee shall return all uniforms to the Employer.

ARTICLE 43 - DEDUCTIONS OF OVERPAYMENT

43.01 Overpayment which are the result of clerical or mechanical errors in calculating an employee's wages may be deducted from an employee's pay, where such error is discovered and the employee notified within thirty (30) days of occurrence of the error.

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

ARTICLE 44 - WAGE ADJUSTMENTS

44.01 Effective 12/1/91 those employees that were hired at 5% below the journeyman rate and have one year of County service shall have their rate adjusted to scale.

44.02 Employees hired after 7/1/91 will start at 10% below scale until they have completed one year of County service and then will be placed at scale.

44.03 Effective 7/1/91 all bargaining unit employees on the payroll shall receive a 3% (three percent) increase in their base wage rate.

44.04 Effective 12/1/91 all employees on the payroll shall receive a 2% (two percent) increase in their base wage rate.

44.05 Effective 7/1/92 all employees on the payroll shall receive a 2% (two percent) increase in their base wage rate.

44.06 Effective 12/1/92 all employees on the payroll shall receive a 2% (two percent) increase in their base wage rate.

ARTICLE 45 - TERMINATIONS

45.01 This Agreement shall become effective upon ratification by the Wayne County Commission and shall remain in full force and effect through November 30, 1993

45.02 The contract and all benefits and conditions contained herein shall expire (terminate) by its own terms on November 30, 1993. Either Party may, by written notice given at least sixty (60) days prior to said date request to continue and/or renegotiate the Agreement.

In Witness Whereof, the parties hereto set their hands,

For the Union:

GREATER DETROIT BUILDING AND
CONSTRUCTION TRADES COUNCIL
AFL-CIO

Raymond DeWitt
Secretary/Manager

Norman Wood
Business Representative

Date: *7-26-91*

For the County:

THE COUNTY OF WAYNE

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

Dated: *7-26-91*

Edward H. McNamara
Edward H. McNamara
Chief Executive Officer

Date: *10-4-91*

Concurred In By:

Wayne County Commission

By Resolution of _____

91-711

Date: *10-3-91*