AGREEMENT

Between

WEXFORD COUNTY BOARD OF PUBLIC WORKS

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 324 (LANDFILL)

January 1, 2008, through December 31, 2010

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AGREEMENT

THIS AGREEMENT, entered into the 24th day of April, 2008, effective the 1st day of January, 2008, by and between the WEXFORD COUNTY BOARD OF PUBLIC WORKS, hereinafter referred to as the "Employer", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 324, hereinafter referred to as the "Union".

RECOGNITION

Section 1.0. Collective Bargaining Unit. The Employer recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees employed by the Employer in the following collective bargaining unit:

> All regular full-time and regular part-time employees employed by the Employer at its Wexford County Landfill Site as Operators and Gate Attendants, BUT EXCLUDING supervisors, temporary and seasonal employees, and all other employees.

Section 1.1. Definitions. The term "employee" and "employees" when used in this Agreement shall refer to and include only those permanent full-time employees and regular part-time employees who are employed by the Employer in the collective bargaining unit set forth in Section 1.0. For purposes of this Agreement, the following definitions are applicable.

> (a) Permanent Full-Time Employee. A permanent full-time employee is an employee who is working the official workweek on a regular schedule at a job classified by the Employer as permanent.
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> (b) Regular Part-Time Employee. A regular part-time employee is an employee who is working less than the full-time requirements required of that position for a minimum of fifteen (15) hours per week on a regularly scheduled basis.
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> (c) Irregular Employee. An irregular employee is an individual who is working on any other basis and who is not included within the above definitions of permanent full-time or regular part-time employee,

including temporary and seasonal employees and individuals working under contract.

Section 1.2. Grant Positions. All personnel who are employed by the Employer in positions which are funded under the Comprehensive Training and Employment Act, now or in the future, shall not be included in the bargaining unit set forth in Section 1.0 and shall not be covered for any purpose by this Agreement. If such an employee is later retained by the Employer in a regularly budgeted position, seniority shall be calculated in accordance with this Agreement from the employee's original date of hire.

REPRESENTATION

Section 2.0. Stewards.

(a) The Employer hereby agrees to recognize one (1) Steward and one (1) Alternate Steward, each of whom shall have one (1) year's seniority, to act as grievance representatives under this Agreement. The Alternate Steward may exercise the functions of a Steward under this Agreement only if the Steward is absent. The Union Stewards shall have the right to assist an employee in the exercise of his/her Wiengarten rights and will inform the employee of such right in the event of an investigatory interview which may lead to discipline. It shall be the function of such individuals to act in a representative capacity for the purpose of processing and investigating grievances for employees covered by this Agreement.

(b) The Union agrees that the Steward and his Alternate will continue to perform their regularly assigned duties and that their responsibilities as a Steward will not be used to avoid those duties. They shall act in a manner which will not disrupt nor interfere with the normal functions of the Employer. If it is necessary for the Steward or his Alternate to temporarily leave his assignment to process a grievance, he shall first request permission of his immediate supervisor. In the event it is necessary for the Steward to remain on his job after a request to handle a grievance is made, the Steward shall be relieved to perform his representative duties as quickly thereafter as possible.

(c) The Steward and his Alternate shall be expected to record all time spent performing their functions under this Agreement on a form designated by the Employer and shall report to their immediate supervisor upon return to their regularly assigned duties.

(d) The Employer agrees to compensate the Steward or his Alternate at their straight time regular rate of pay for all reasonable time lost from their regularly scheduled working hours while processing a grievance in accordance with the Grievance Procedure and while in attendance at collective bargaining sessions with the Employer. If a Steward or his Alternate abuses the privileges extended herein, and, if the abuse is not corrected, the privilege may be revoked by the Employer.

Section 2.1. Identification of Union Representatives. The Union will furnish the Employer in writing with the names of its Steward and all officials of the Union responsible for administering this Agreement and whatever changes may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of individual representatives of the Union with whom it may be dealing. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

Section 2.2. Union Access. A Business Representative of the Union shall be permitted to visit the operation of the Employer at its Landfill site to discuss with the Steward or a representative of the Employer matters concerning this Agreement, provided there is no interference or interruption of the progress of the work force. The Business Representative shall notify the Landfill Manager in advance of such visits, but in no case later than his arrival at the Site.

UNION SECURITY

Section 3.0. Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.0, thirty-one (31) days after the start of their employment with the Employer or the effective date of this Agreement, whichever is later, shall either become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members or pay to the Union a service fee equivalent to the periodic dues uniformly required of Union members.

Section 3.1. Payroll Deduction for Union Initiation Fees.

(a) During the life of this Agreement, the Employer agrees to deduct Union initiation fees uniformly levied in accordance with the Constitution and the by-laws of the Union from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper check-off authorization form.

(b) Individual authorization forms shall be furnished or approved by the Union and when executed filed by it with the Department of Public Works.

(c) Deductions shall be made only in accordance with the provisions of the written check-off authorization form, together with the provisions of this Section. The Union's check-off authorization form is attached to this Agreement as Appendix B.

(d) A properly executed copy of the written check-off authorization form for each employee for whom Union membership dues and initiation fees are to be deducted hereunder shall be delivered to the Department of Public Works before any payroll deductions are made. Deductions shall be made therefor only under the written check-off authorization forms which have been properly executed and are in effect. Any authorization form which lacks the employee's signature will be returned to the Union by the Employer.

(e) All authorizations filed with the Department of Public Works prior to the fifteenth (15^{th}) of the month shall become effective the following month, provided the employee has sufficient net earnings to cover the initiation fees.

An authorization filed thereafter shall become effective with the first (1^{st}) paycheck following the filing of the authorization. Deductions for any calendar month shall be remitted to the Union not later than the fifteenth (15^{th}) day of each month.

(f) In cases in which a deduction is made which duplicates a payment already made to the Union or where a deduction is not in conformity

with the Union's Constitution and by-laws, refunds to the employee will be made by the Union.

(g) The Union shall notify the Department of Public Works in writing of the proper amount of Union initiation fees and any subsequent changes in such amounts. The Employer agrees to furnish the Union a monthly record of those employees for whom deductions have been made, together with the amount deducted.

(h) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check-off authorization form, no further deductions shall be made until the matter is resolved.

(i) All dues so deducted shall be sent to the International Union of Operating Engineers, Local 324, at 37450 Schoolcraft, Suite 110, Livonia, Michigan 48150.

(j) The Union shall indemnify and hold the Employer harmless for any and all claims, demands, suits, or any other actions that may be asserted against the Employer as a result of any Union initiation fee deductions made pursuant to this Agreement or by reasons of action taken by the Employer pursuant to Section 3.0.

(k) The Employer shall not be responsible for Union initiation fees while an employee is on leave of absence, layoff status or after an employee's employment relationship with the Employer has been terminated.

(l) The Employer shall not be liable to the Union or its members for any Union initiation fees once such sums have been remitted to the Union and, further, shall not be liable if such sums are lost when remitted by United States mail.

(m) The Employer's sole obligation under this Section is deduction of initiation fees. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial obligation whatsoever.

MANAGEMENT RIGHTS

Section 4.0. Rights.

(a) The Employer retains and shall have the sole and exclusive right to manage its department and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations, to discontinue, combine, or reorganize any part or all of its operations, to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to adopt, modify, change, or alter its budget; and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Employer and shall not be subject to the Grievance Procedure established in this Agreement.

(b) The Employer shall also have the right to promote, assign, transfer, suspend, demote, discipline, discharge for just cause, layoff and recall personnel; to establish reasonable work rules and fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to establish and change work schedules; to provide and assign relief personnel; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

(c) The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

GRIEVANCE PROCEDURE

Section 5.0. Grievance Procedure.

A. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided. Grievances shall be filed in writing within ten (10) working days after they become known.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the County and the Union.

In the event that any grievance cannot be settled in this manner the question may be submitted by either the Union or the County for arbitration as hereinafter provided.

B. Should any grievances, disputes or complaints arise over the interpretation or application of the contents of this Agreement, or when a violation of this Agreement is reported, the matter must be taken up as soon as possible, and there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. By conference between the aggrieved employee, the shop steward or both and the Landfill Manager.

Step 1A. If the dispute or complaint is not satisfactorily adjusted in Step 1, it shall be brought to the DPW County Directors attention before proceeding to Step 1B.

Step 1B. If the grievance is not satisfactorily adjusted in Step 1A, it shall be reduced to writing and signed by the employee involved, and one copy given to the Landfill Manager and one copy to the Union, and then proceed with Step 2.

Step 2. By conference between the shop steward and business agent of the Union and the County Administrator.

Step 3. If complaint is not settled by Step 2, County and Union may agree to refer the issue to non-binding mediation with the American Arbitration

Association. The County and Union will split the cost of such. If the County and the Union decided not to use non-binding mediation they will proceed to Step 4.

Step 4. In the event the last step fails to settle the complaint, it shall be referred to an impartial arbitrator upon request of either the Union or the County, who shall give notice of intention to arbitrate in writing within thirty (30) days from the conclusion of Step 2 or Step 3 above.

ARBITRATION

Section 6.0 Arbitration Request. An impartial arbitrator shall be selected by the County and the Union by mutual agreement and in the event the County and the Union are unable to agree upon such impartial arbitrator, then the County and the Union shall accept an impartial arbitrator who shall be appointed by the American Arbitration Association and such arbitrator shall hear the evidence from both sides of the controversy and render a decision based thereon. The decision of such arbitrator so appointed shall be final and binding upon all interested parties.

Section 6.1 Expedited Arbitration - Whenever the Union and the County have been unable to agree on a resolution to a grievance which has arisen under this Collective Bargaining Agreement, the County and the Union may mutually agree to move the grievance to arbitration under the Expedited Arbitration provision, in lieu of the arbitration provisions above. The Agreement for Expedited Arbitration shall be made in writing.

When an Expedited Arbitration has been agreed to by the County and the Union, the case shall be referred to a mutually agreed upon Arbitrator.

Under this Collective Bargaining Agreement, an Expedited Arbitration must be held within two (2) weeks after the Arbitrator has been selected. The Arbitration Hearing shall be held at the place most convenient for the parties, the grievant and the witnesses, such as on or near the job site. The Arbitrator must render an Award within seven (7) days after the conclusion of the hearing. The Award shall be one paragraph in length which may be accompanied by a brief explanation of such Award, and a copy of the Award shall be delivered by the Arbitrator to the County and to the Union. No briefs or written argument shall be filed with the Arbitrator, but the Arbitrator shall consider all evidence submitted, including documentary evidence. The

Arbitrator shall not have the power to add to, subtract from, or alter the Collective Bargaining Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. Further, the Arbitrator shall not be empowered to consider any question or matter outside this Agreement, to change or set a wage rate. If the issue of arbitrability is raised, the Arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer, and employees in the bargaining unit. No claim for back wages under this Agreement shall exceed the amount of earnings an employee would have otherwise earned, less compensation received from any and all sources.

To the extent applicable, the rules governing an Expedited Arbitration under this Collective Bargaining Agreement shall be the rules of the American Arbitration Association governing Expedited Arbitrations.

E. The cost of the Arbitration Hearing, if any, and the charges of the Arbitrator shall be borne equally by the County and the Union except that each party shall pay the charges of any Attorney or other representative retained by it. The Arbitration Board shall be final and binding on the County, the Union, the grievant and the employee, and shall be enforceable in any Court having jurisdiction.

F. It is further agreed that in all cases of any unauthorized strike, slowdown, walkout, or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members; meanwhile, the Union shall use its best efforts to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above.

NO STRIKE - NO LOCKOUT

Section 7.0. No Strike Pledge. During the life of this Agreement, the Union agrees that neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, including a sympathy strike, walk-out, slow-down, sit-in, or stay-in; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from the full, faithful, and proper performance of their duties, including a labor dispute between the Employer and any other labor organization. The Union shall not cause, authorize, sanction, or condone, nor shall any employee covered by this Agreement take part in

any picketing of the Employer's buildings, offices, or premises because of a labor dispute with the Employer.

Section 7.1. Penalty. Any employee who violates the provisions of Section 7.0 shall be subject to discipline by the Employer, up to and including discharge. Any appeal to the Grievance and Arbitration Procedures shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by Section 7.0 and shall not involve the level or varying levels of disciplinary penalties imposed by the Employer.

Section 7.2. No Lockout. During the life of this Agreement, the Employer, in consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by Section 7.0, agrees not to lockout any employees covered by this Agreement.

SENIORITY

Section 8.0. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with Wexford County at its Landfill site since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which he first commenced work. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames. The applications of seniority shall be limited to the preferences and benefits specifically recited in this Agreement. Employees shall accrue seniority during any period of layoff.

Section 8.1. Probationary Period. All new employees shall be considered probationary employees for a period of six (6) months, without regard to the number of hours worked within the six (6) month period, excluding leaves of absence of more than ten (10) consecutive work days, after which time their seniority shall relate back to their last date of hire. Until an employee has completed the probationary period, he may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedures set forth in this Agreement. There shall be no seniority among probationary employees.

Section 8.2. Loss of Seniority/Implementation of Seniority. An employee's seniority and his employment relationship with the Employer shall automatically terminate for any of the following reasons:

(a) If he quits, retires, or receives a pension, including a disability pension;

(b) If he is terminated or discharged and the termination or discharge is not reversed through the procedures set forth in this Agreement;

(c) If he is absent for three (3) consecutive working days unless an excuse acceptable to the Employer is presented;

(d) If he fails to properly notify the Employer for three (3) consecutive working days that he will be absent from work, unless an excuse acceptable to the Employer is presented;

(e) If he fails to return on the required date following an approved leave of absence, vacation, or a disciplinary layoff, unless an excuse acceptable to the Employer is presented;

(f) If he has been on layoff status for a period of twelve (12) months or the length of his seniority, whichever is less;

(g) If he makes an intentionally false and material statement on his employment application or on an application for leave of absence;

(h) If he has been on leave of absence, including a sick or workers compensation leave, for a period of twenty-four (24) months or for a period equal to the length of his seniority at the time such leave commenced, whichever is less;

(i) If the Employer's operations are permanently discontinued; however, only for purposes of the limited preference set forth in Article 8.2, unit employee's seniority for purposes of applying for an open position within the DPW or other county department shall extend for a period of twelve (12) months or for a period equal to the length of his seniority, whichever is less.

(j) In the event the Employer's operations (Landfill) are permanently discontinued, the eligible unit employees shall have the ability to apply for an open position within the DPW or other county department. The Union and Employer acknowledge that both the DPW and other County Departments may, by collective bargaining agreement or policy, have posting requirements and bidding procedures/preferences for internal candidates within the bargaining unit or department applicable to the open position. Provisions of such internal posting requirements or bidding procedures/preferences for internal candidates within the bargaining unit or department applicable to the open position shall take precedent over this provision. However, if the unit employee—in the opinion and sole discretion of the County-is qualified for the open position (other than offices/departments under the direction of an elected official); unit employees with seniority shall be given a preference over only external candidates (i.e. candidates not currently employed by the County or whom do not have recall rights within the County) for the filling of the open position(s) (other than offices/departments under the direction of an elected official). This limited preference shall only apply to unit employees with seniority under the terms of the Collective Bargaining Agreement, and shall only extend for the duration of the unit employee's seniority (i.e. 12 months or a period equal to the length of the employee's seniority, whichever is less). The interpretation or application of this provision, including but not limited to the County's determination as to whether a unit employee is qualified for the position, shall not be subject to the grievance or arbitration provision of this Agreement.

Section 8.3. Transfer to Non-Bargaining Unit Position. If an employee covered by this Agreement is permanently transferred or promoted to a non-bargaining unit position with Wexford County at its Landfill Site or other divisions of the Wexford County Department of Public Works, he shall retain his seniority as of the date of the transfer or promotion, but he shall no longer accumulate additional seniority within the bargaining unit set forth in this Agreement while he is in the non-bargaining unit position. The Employer reserves the right to determine all conditions of employment for non-bargaining unit employees, including the right to determine whether or not an employee returns to the bargaining unit. Should an employee be returned to the bargaining unit, his retained seniority shall be reinstated upon the date of his return and he shall thereafter begin to accumulate seniority again. No employee shall be compelled by the Employer to accept a permanent non-bargaining unit position through transfer or promotion. During temporary assignments outside the landfill, the employees shall remain covered by this collective bargaining agreement.

Section 8.4. Seniority List. The Employer agrees to post a current seniority list every six (6) months and to furnish a copy to the Union. The seniority list shall be deemed to be correct for all purposes under this Agreement unless a protest has been filed within ten (10) working days following the date the seniority list was furnished to the Union.

Section 8.5. Super-Seniority. Notwithstanding his position on the seniority list, the Steward, during the period he holds such office, shall be the last bargaining unit employee laid off and the first bargaining unit employee recalled, as long as he possesses the necessary skill and ability to perform the required work.

Section 8.6 Longevity Pay. Longevity pay after five (5) years of service. Thirty dollars ($30) per year of service as of October 1, not to exceed six hundred ($600) payable in November of each year.

LAYOFF AND RECALL

Section 9.0. Layoff. In the event that a reduction in personnel occurs, the following procedure shall be followed. The first (1st) employees to be laid off within the bargaining unit classifications affected, and in the order stated, shall be: irregular, probationary and part-time. It is understood that there is no restriction on order of selection or order layoff of irregular, probationary or part-time employees, and such layoff selection is within the sole discretion of the County. Thereafter, further reductions within the bargaining unit shall be made on the basis of inverse order of seniority in the classification affected, provided, however, the senior employees retained have the necessary training, ability, and experience to perform the remaining available work. A non-probationary employee laid off from his classification may displace a less senior employee in a lower-rated classification, provided he has the necessary training, ability, and experience to efficiently perform the work required and provided, further, that the senior employee exercising this displacement right will be paid the salary of the lower-rated classification at the same progression step he currently holds.

Section 9.1. Recall. In the event the work force is increased, recall to work shall be in reverse order of layoff, provided, however the employee returned to work must be presently able to perform the required work and must not have lost his recall rights pursuant to Section 8.2.

HOURS OF WORK

Section 10.0. Normal Workweek and Workday. The normal workweek for all permanent full-time employees shall consist of forty (40) hours of work performed in a period of seven (7) consecutive calendar days. The normal workday for permanent full-time employees shall consist of either eight (8) or ten (10) hours of work performed within a period of twenty-four (24) consecutive hours commencing from the start of an employee's regularly scheduled shift.

Section 10.1. Workweek and Workday Definitions. Any definition of an employee's normal workweek and workday stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per workday or per workweek.

Section 10.2. Scheduling. The Employer shall have the right to determine, establish, and modify scheduling and manpower requirements to meet the needs of the Employer and the public it serves. It is expressly understood that an employee's work schedule and his shift may be changed whenever operating conditions warrant such change.

Section 10.3. Rest Periods. Employees are allowed one (1) fifteen (15) minute rest period with pay per workday to be taken at the time scheduled by their immediate supervisor to permit continuous and efficient operation.

Section 10.4. Lunch Period. All employees shall receive one (1) thirty (30) minute paid lunch period during their normal workday. Lunch periods may be staggered to accommodate efficient operation. Employees are expected to work up to the minute of commencement of the thirty (30) minute period and back to work, on the machine and actually working at the end of the thirty (30) minute period. Employees who violate this provision are subject to discipline.

Section 10.5. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than that of an emergency nature, must be authorized by the Landfill Manager or his/her designee prior to overtime work being performed.

Section 10.6. No Duplication or Pyramiding of Premium Rates. There shall be no duplication or pyramiding of any premium pay rate set forth in any Section of this Agreement with a premium pay rate found in any other Section of this Agreement.

Section 10.7. Premium Pay.

(a) Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in any one (1) workweek.

(b) Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of eight (8) hours in any one (1) workday when the employee's normal workweek consists of five (5) eight (8) hour workdays performed in a period of seven (7) consecutive calendar days.

(c) Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of ten (10) hours in any one (1) workday when the employee's normal workweek consists of four (4) ten (10) hour workdays performed in a period of seven (7) consecutive calendar days.

(d) Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked on Sundays.

(e) Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked on holidays recognized under this Agreement, plus holiday pay if applicable.

(f) Non-worked holidays, paid leaves of absences, and vacations shall not count as "hours worked" for purposes of determining whether an employee is entitled to the premium pay provided by this Section.

Section 10.8. Call-in. Employees who are called in on a non-scheduled work day will be paid a minimum of three (3) hours work or pay, provided the call-in has been pre-approved by the DPW Director.

LEAVES OF ABSENCE

Section 11.0. Procedure for Requesting Leaves. Except where otherwise provided in the Family and Medical Leave Act Section, Section 11.3, requests for a leave of absence must be submitted in writing by the employee to his Landfill Manager at least thirty (30) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of a leave of absence shall be furnished to the employee in writing by the Employer. Any request for an extension of a leave of absence must be submitted in writing to the Employer at least ten (10) days in advance of the expiration date of the original leave, stating the reasons for the extension request and the exact revised date the employee is expected to return to work.

Authorization or denial of the extension request shall be furnished in writing to the employee by the Employer.

Section 11.1. Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. There shall be no duplication or pyramiding of leave benefits or types of absences. Employees shall not accept employment while on leaves of absence unless agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on leave of absence shall result in immediate termination of employment with the Employer. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the Leave Section involved.

Section 11.2. Early Returns From Leave. There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence granted under this Agreement, unless the employee gives a written notice to the Employer of his desire to return to work prior to the expiration of his leave. If such notice is given, the employee will be assigned to work no later than one (1) week following receipt by the Employer of such notice, seniority permitting.

Section 11.3. Family and Medical Leave. Employees who have been employed for at least 12 months are eligible for leaves of absence for family and medical reasons under the terms and conditions set forth below and as those terms and conditions are supplemented and explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act, provided that they were employed for

at least 1,250 hours of service during the 12 month period immediately preceding the commencement of the requested leave:

(a) Qualifying reasons for leaves. An eligible employee is entitled to a total of 12 workweeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave for any one, or more, of the following reasons:

(1) The birth of a son or daughter, and to care for the newborn child;

(2) The placement with the employee of a son or daughter for adoption or foster care;

(3) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and

(4) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

For purposes of leaves under subparagraphs (3) and (4) above, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility; any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or for prenatal care.

(b) Requests for leave. Employees desiring leaves of absence under this section shall provide written notice to the Employer setting forth the reasons for the requested leave, the anticipated start date of the leave, and its anticipated duration. The timing of this notice shall be as follows:

(1) Foreseeable leaves. An employee must provide at least 30 days advance notice before the leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or of a family member. If 30 days notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin or a change in circumstances, notice must be given as soon as possible. Employees are expected to consult with the Employer prior to the scheduling of planned medical treatment in order to work out a treatment schedule which best suits the needs of both the Employer and the employee, and the Employer may, for justifiable cause, require an employee to attempt to reschedule treatment, subject to the ability of the health care provider to reschedule the treatment and the approval of the health care provider as to any modification of the treatment schedule. In the event that an employee fails to give the required notice with no reasonable excuse for the delay, the Employer may deny the taking of the leave until at least 30 days after the date the employee provides notice to the Employer of the need for the leave.

(2) Unforeseeable leaves. When the need for leave, or its approximate timing, is not foreseeable, an employee shall give notice to the Employer as soon as practicable under the facts and circumstances of the particular case. It is expected that an employee will give notice to the Employer within no more than one or two working days of learning of the need for leave, except in extraordinary circumstances. In the case of a medical emergency requiring leave because of an employee's own serious health condition or to care for the employee's spouse, son, daughter or parent with a serious health condition, written advance notice is not required.

Employees shall provide notice to the Employer either in person or by telephone, telegraph, facsimile ("fax") machine or other electronic means. Notice may be given by the employee's representative (e.g., a spouse, family member or other responsible party) if the employee is unable to do so personally. The employee or representative will be expected to provide more information when it can readily be

accomplished as a practical matter, taking into consideration the exigencies of the situation.

(c) Medical Certification. A request for leave to care for the employee's spouse, son, daughter, or parent with a serious health condition, or due to the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, must be supported by a certification issued by the health care provider of the employee or the employee's ill family member. The employee must provide the requested certification to the Employer within 15 calendar days, unless it is not practicable under particular circumstances to do so despite the employee's diligent, good faith efforts. An employee who fails to provide the certification may be denied the taking of leave until the required certification is provided.

If the Employer has reason to doubt the validity of a medical certification, it may require the employee to obtain a second opinion at the Employer's expense from a health care provider of its choice, provided that the selected health care provider cannot be employed on a regular basis by the Employer. If the opinions of the employee's and the Employer's designated health care providers differ, the Employer may require the employee at the Employer's expense to obtain certification from a third health care provider designated or approved jointly by the Employer and the employee. The Employer and the employee must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. The third opinion shall be final and binding.

The Employer may request certification at any reasonable interval, but not more than every 30 days, unless:

(1) The employee requests an extension of leave;

(2) Circumstances described by the original certification have changed significantly (e.g., the duration of the illness, the nature of the illness, complications); or

(3) The Employer receives information that casts doubt upon the continuing validity of the certification.

The Employer may also require re-certification of the of the employee's or the family member's serious health condition when it is prevented from recovering its share of health benefit premium payments made on the employee's behalf during a period of unpaid leave because the employee is unable to return to work after leave due to the continuation, reoccurrence, or onset of a serious health condition. Employees whose leave was occasioned by a serious health condition that made the employee unable to perform their job are required to obtain and present certification from the health care provider that they are fit for duty and able to return to their work. This certification must be provided at the time the employee seeks reinstatement at the end of the leave, and the Employer may deny restoration until satisfactory certification is provided.

(d) Length of leave. An employee is eligible for up to 12 workweeks of leave each year. The year is based upon a "rolling" 12-month period measured backward from the date an employee uses any leave under this section. This 12 workweeks of leave may be taken in one continuous period or "intermittently or on a reduced leave schedule" under certain circumstances. "Intermittent leave" is leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. A "reduced leave schedule" is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. Leave taken because of a birth or placement of a child for adoption or foster care may only be taken intermittently or on a reduced leave schedule with the prior written approval of the Employer. Leave taken to care for a sick family member or for an employee's own serious health condition may be taken intermittently or on a reduced leave schedule when medically necessary.

For intermittent leave or leave on a reduced leave schedule, there must be a medical need for leave (as distinguished from voluntary treatments and procedures) and it must be that such medical need can be best accommodated through an intermittent or reduced leave schedule. In the case of a request for intermittent leave or leave on a reduced leave schedule which is medically necessary, the employee shall advise the

Employer of the reasons why the intermittent/reduced leave schedule is necessary and the schedule for treatment, if applicable. The treatment regimen and other information described in the certification of a serious health condition meets the requirement for certification of the medical necessity of intermittent leave or leave on a reduced schedule. Employees needing intermittent leave or leave on a reduced leave schedule must attempt to schedule their leave so as not to disrupt the Employer's operations. The employee and the Employer shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the Employer's operations, subject to the approval of the health care provider.

If an employee requests intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, including during a period of recovery from a serious health condition, the Employer may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position must have equivalent pay and benefits. The Employer may also transfer the employee to a part-time job with the same rate of pay and benefits, provided the employee is not required to take more leave than is medically necessary. The Employer may not eliminate benefits which otherwise would not be provided to part-time employees; however, the Employer may proportionately reduce earned benefits where such reduction is normally made by the Employer for its part-time employees.

If an employee takes leave on an intermittent or reduced leave schedule, only the amount of leave actually taken is counted toward the maximum 12 weeks of leave. Where an employee normally works a part-time schedule or variable hours, the amount of leave is determined on a pro rata or proportional basis by comparing the new schedule with the employee's normal schedule. If an employee's schedule varies from week to week, a weekly average of the hours worked over the 12 weeks prior to the beginning of the leave period is used for calculating the employee's normal workweek.

(e) Payment status while on leave. Employees on leaves of absence under this section shall be paid in accordance with the following:

(1) In instances where the leave is needed due to the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied in the following order:

(a) Paid sick leave
(b) Paid personal leave
(c) Paid vacation

(2) In instances where the leave is needed for reasons other than the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied in the following order:

(a) Paid personal leave
(b) Paid vacation

As a condition of the leave, employees must utilize available paid leave in the order set forth above and cannot elect to have unpaid leave in order to retain paid leave for use at other times. Upon the exhaustion of accrued paid leave days, the remainder of the leave shall be without pay.

(f) Benefit status while on leave. While on leave, an employee's coverage under any group health plan shall be continued on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period. An employee may choose not to retain health coverage during the leave, and upon return from the leave is entitled to reinstatement of the group health plan coverage without any qualifying period, physical examination, or exclusion of pre-existing conditions.

Except as required by the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), the Employer's obligation to maintain health benefits ceases when an employee informs the Employer of their intent not to return from leave (including at the start of leave if the Employer is

so informed before the leave starts), or the employee fails to return from leave and thereby terminates employment, or the employee exhausts their leave entitlement.

The Employer may recover its share of health plan premiums paid during a period of unpaid leave from an employee if the employee fails to return to work after the employee's leave entitlement has been exhausted or expires, unless the reason the employee does not return is due to:

(1) The continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under this section, unless the Employer requests medical certification and the employee does not provide such certification in a timely manner (within 30 days); or

(2) Other circumstances beyond the employee's control.

The Employer's right to recover its share of health premiums paid during periods of unpaid leave extends to the entire period of unpaid leave taken by the employee. When an employee fails to return to work, except for the reasons stated above, health premiums paid by the Employer during a period of leave are a debt owed by non-returning employee to the Employer. In the circumstances where recovery is allowed, the Employer may recover its share of health insurance premiums through deduction from any sums due to the employee (e.g., unpaid wages, vacation pay, profit sharing, etc.). Alternatively, the Employer may initiate legal action against the employee to recover its share of health insurance premiums.

(g) Rights upon return to work. On return from leave, an employee shall be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, unless the employee is no longer qualified for the position because of their physical or mental condition or the failure to maintain a necessary license or certification.

Section 11.4. Disability Leave. After completion of the twelve (12) week family and medical leave requested because of a serious health condition that made the employee

unable to perform the functions of their job, a supplemental disability leave of absence will be granted to employees who are unable to continue to work for the Employer because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. During a disability leave, an employee may be eligible to receive sickness and accident insurance payments under Section 15.3, but otherwise the leave shall be without pay or benefits, except for continuation of healthcare insurance coverage at the employee's expense as allowed under the provisions of COBRA. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months (counting from the first day of the employee's disability) or the length of the employee's seniority, whichever is lesser. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition reasonably raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at its cost, and, if appropriate, require the employee to take a leave of absence under this Section. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work, and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. All employees returning to work from a disability leave of absence must present a physician's certificate establishing to the Employer's satisfaction that the employee is medically able to perform the employee's job. The Union acknowledges that under the terms of both Section 11.4 (Disability Leave) and 11.5 (Worker's Compensation Leave) that the total disability or Worker's Compensation leave available to an employee is fifty-two (52) weeks which time will be computed concurrent with any FMLA Leave. As such, the computation of leave time commences upon the first day of the employee's disability or the first day of the employee's work related injury and does not commence upon the expiration of the FMLA leave, if any.

Section 11.5. Workers' Compensation Leave. After completion of the twelve (12) week Family and Medical Leave requested because of a serious health condition that made the employee unable to perform the functions of their job because of a work-related injury or disease, a supplemental workers' disability leave of absence for up to twelve (12) consecutive months from the date of work-related injury or disease will be granted to the employee who is unable to continue to work for the Employer because of a work-related injury or disease for which the employee is entitled to receive benefits under the Workers' Compensation laws of the State of Michigan and is receiving voluntary payments under such Act, subject to the Employer's right to require medical proof. Extension of the leave may be granted by the Employer, in its sole discretion, upon written application. The Employer agrees to continue the employee's healthcare insurance benefits the same as though continuously employed for up to six (6) months from the date of the work-related injury or disease. The Employer may require at any time, as a condition of continuance of a workers' compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end. This however shall not preclude the employee's right to challenge a disputed workers' compensation claim through the normal legal channels and if the employee prevails, regaining any lost leave or seniority rights.

Section 11.6. Active Military Leave. An employee required to perform active duty or training or to perform emergency duty in the armed forces of the United States shall be granted a leave of absence without pay or benefits for the period of such training or emergency duty upon the request and the presentation of proper documentation from the employee's commanding officer. The seniority and re-employment rights of any employee who performs such active duty or who is inducted into the armed services of the United States shall be in accordance with federal and state statutes covering such re-employment rights in effect at the time the individual seeks re-employment with the Employer.

Section 11.7. Funeral Leave. Upon request, a non-probationary employee will be granted a leave of absence, with pay, for up to three (3) days when he otherwise would have been scheduled to work to attend to matters involving a death in an employee's immediate family, provided he attends the funeral. Leaves granted under this Section shall commence on or following the date of death but no later than the date of the funeral. An employee excused from work under this Section shall, after making written application, be paid for the amount of wages he would have earned by working

his straight time hours on such scheduled days of work for which he is excused. Payment shall be made at the employee's rate of pay, not including premiums, as of his last day of work. "Immediate family" shall mean the employee's: spouse, children, mother, father, sister, brother, grandparents, stepchildren, stepmother, stepfather, father-in-law, mother-in-law, sister-in-law, and brother-in-law.

Section 11.8. Jury Duty Leave. Employees summoned by the Court to serve as jurors shall be given a leave of absence for the period of their jury duty. For each day that an employee serves as a juror when he otherwise would have worked, he shall receive the difference between his regular straight time rate, exclusive of all premiums, for eight (8) hours and the amount he received from the court. In order to receive jury duty pay, an employee must: (1) give the Employer advance notice of the time that he is to report for jury duty; (2) give satisfactory evidence that he served as a juror at the summons of the court on the day he claims such pay; and (3) return to work if, after he is summoned by the court, he is excused from service. Probationary employees shall have their probationary periods extended by the length of time they are on jury duty leave.

Section 11.9. Personal Leave. Employees may be granted a personal leave without pay upon approval. Requests for personal leaves shall be in writing, signed by the employee and given to the Landfill Manager. Such requests shall state the reasons for the leave. Approval shall be in writing by the Landfill Manager.

HOLIDAYS

Section 12.0. Recognized Holidays. All full-time non-probationary employees covered by this Agreement shall receive either eight (8) or ten (10) hours pay, depending upon their applicable workweek, at their straight time regular rate of pay, exclusive of all premiums, for each of the following recognized holidays, provided they were scheduled to work on the day the holiday actually occurs:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Good Friday Afternoon (12:30 p.m.)	Friday after Thanksgiving Day
	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Day Eve

When "shift swapping" by employees is approved by Landfill Management during a holiday period, payment for the holiday will be made only to the employee who was regularly scheduled to work on that day and who meets all other eligibility requirements.

Employees will be paid one and one half (1-1/2) times the employees' straight time regular rate of pay for all hours worked on the respected Holidays. When the above recognized holidays fall they will be observed and paid as follows: When New Years Day and Christmas Day fall on a Saturday, they will be celebrated on the preceding Friday and Christmas Eve and New Years Eve will be celebrated on the preceding Thursday. Whenever Christmas Eve, New Years Eve, Independence Day or Veterans Day falls on a Saturday, they will be celebrated on the preceding Friday. Whenever Christmas Eve, New Years Eve, Independence Day or Veterans Day falls on a Sunday, they will be celebrated on the following Monday. When Christmas Eve and New Years Eve falls on a Sunday, they will be celebrated on the following Monday and Christmas Day and New Years Day will be celebrated on the following Tuesday.

Section 12.1. Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

(a) The employee must work his last regularly scheduled day before and his first regularly scheduled day after the holiday;

(b) The employee must not be on layoff or leave of absence, including a disciplinary layoff;

(c) An employee who is scheduled to work on a holiday but who fails to report for work, unless otherwise excused, shall not be eligible for holiday pay. Use of sick leave does not, in and of itself, constitute an excused absence for purposes of holiday pay;

(d) In the event that a holiday should occur during an otherwise eligible employee's vacation period, the employee shall be paid for the holiday and the day will not be charged against accrued vacation leave.

VACATIONS

Section 13.0. Vacations. All full-time employees with the required seniority as of their anniversary date (hire date) each year and who shall have worked during the period establishing his vacation eligibility as set forth below shall be granted a vacation with pay in accordance with the following schedule, provided they have worked the requisite and qualifying number of hours as set forth below in this Agreement:

Seniority Required	Hours Pay	Time Off
1 - 5 Years	80	10 Workdays
6 - 11 Years	120	15 Workdays
12 - 19 Years	160	20 Workdays
After 20 Years	200	25 Workdays

The foregoing table expresses the number of working days upon which an employee may utilize his vacation benefits when the employee's normal workweek consists of five (5) eight (8) hour workdays performed in a period of seven (7) consecutive calendar days.

However, when an employee's normal workweek consists of four (4) ten (10) hour workdays performed in a period of seven (7) consecutive calendar days, the amount of paid vacation time off duty shall be as follows:

Seniority Required	Hours Pay	Time Off
1 - 5 Years	80	8 Workdays
6 - 11 Years	120	12 Workdays
12 - 19 Years	160	16 Workdays
After 20 Years	200	20 Workdays

Section 13.1. Vacation Eligibility. To be eligible for full vacation benefits, an employee must have worked a total of at least 1,500 hours for the Employer during the twelve (12) months immediately preceding their anniversary date. Should any employee fail to qualify for a vacation in accordance with the foregoing plan solely because of the requirement as to hours, he shall receive a percentage of his vacation

pay on the basis of his hours actually worked according to his length of service, in accordance with the following schedule, provided he works a minimum of five hundred (500) hours:

Number of Hours	Percentage of Vacation Pay
500 – 599	30%
600 – 749	40%
750 – 899	50%
900 - 1,049	60%
1,050 - 1,199	70%
1,200 - 1,349	80%
1,350 - 1,499	90%

Section 13.2. Vacation Scheduling.

(a) Employees may schedule time off for their vacations during the twelve (12) months following the vacation determination date each year upon proper notice as determined by the Employer's rules, provided that, in the opinion of the Employer, such time off does not unreasonably interfere with efficient operation and the Employer's obligations to the public generally.

(b) Vacation requests must be submitted in writing to the Landfill Manager ten (10) working days in advance of the period required. Vacation leaves of less than three (3) days shall not be allowed unless otherwise specifically provided for in this Agreement. Vacation applications will be processed on a "first come - first served" basis; however, if two employees submit a conflicting request to the Landfill Manager on the same day the employee with the most seniority shall be given preference. The parties acknowledge that vacation requests may be denied whenever granting them would result in fewer than two (2) employees remaining at work at the Employer's operations. Vacation leave shall be considered mandatory except in unusual circumstances. In the proper circumstances, an employee may be permitted to work during his vacation if permission is granted by the Employer. A maximum of five (5) days vacation time may be carried into the following year, provided, however, such carryover vacation time may not be

accumulated from year to year. The Landfill Manager will approve or deny vacation requests within five (5) days of the date of the request.

Section 13.3. Benefit on Termination. Employees who leave his/her employment of the Employer prior to January 1 of any year will not be eligible for vacation pay, provided, however, that employees who leave the Employer's service for a first entry into military service or who terminate due to death or retirement shall be eligible for a prorated vacation in accordance with the schedule in Section 13.1 based upon hours worked from January 1 to the date of leaving of the calendar year of such termination.

Section 13.4. Vacation Basis. Vacation pay will be computed at the straight time hourly rate an employee is earning at the time he takes vacation leave or works in lieu of such leave.

Section 13.5. New Hires. Full-time employees who fail to qualify for a vacation in accordance with the foregoing plan because they have not completed one (1) year of employment on the January 1 determination date shall receive a vacation with either full or partial vacation pay benefits following completion of their first (1st) year of employment. To be eligible for either a full or partial vacation pay benefit, whichever is applicable, an employee must have been hired prior to October 15th of the calendar year immediately preceding the January 1 determination date involved and must have worked the requisite and qualifying number of hours set forth in Section 13.1 between the date the employee first commenced work through December 31 of the calendar year immediately preceding the same January 1 determination date. The amount of an employee's vacation pay will then be calculated in accordance with the provisions of Section 13.1. The provisions of this Section shall not apply to any subsequent year of an employee's employment with the Employer.

COMPENSATION

Section 14.0. Hourly Rates for 2008. The following hourly rates will be placed into effect for each of the classifications listed below on the first payroll period after January 1, 2008:

Classifications	Start	After 6 Months	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Equipment Operator	14.26	14.29	14.62	14.97	16.60	17.81
Department Assistant/Gate Attendant	10.20	10.48	10.78	11.02	11.80	14.18

Section 14.1. Hourly Rates for 2009. The following hourly rates will be places into effect for each of the classifications listed below on the first payroll period after January 1, 2009:

Classifications	Start	After 6 Months	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Equipment Operator	14.51	14.54	14.88	15.23	16.89	18.12
Department Assistant/Gate Attendant	10.39	10.66	10.97	11.21	12.01	14.43

Section 14.2. Hourly Rates for 2010. The following hourly rates will be placed into effect for each of the classifications listed below on the first payroll period after January 1, 2010:

Classifications	Start	After 6 Months	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Equipment Operator	14.80	14.83	15.18	15.53	17.23	18.48
Department Asst/Gate Asst	10.60	10.87	11.19	11.43	12.25	14.72

Section 14.3. Credit for Prior Experience. Employees hired as Equipment Operators shall, upon completion of their probationary periods, be placed at the "After 4 Year" Step of the hourly rate schedule if they have fifteen (15) years experience as an Equipment Operator.

Section 14.4. Leadman Premium. Employees designated by the Employer to be a Leadman shall receive seventy-five cents ($0.75) per hour above their appropriate straight time regular hourly rate of pay.

Section 14.5. Mileage. Employees who use their personal cars on authorized business of the Employer shall be paid at the rate of twenty-six cents ($0.26) per mile or at such higher rate as may be established from time to time by the Wexford County Board of Commissioners.

INSURANCE

Section 15.0. Selection of Insurance Carriers. The Employer reserves the right to select or change the insurance carriers providing the benefits stated in Section 15.3, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the level of such benefits remains the same.

Section 15.1. Continuation of Benefits. Except where otherwise provided, there shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on a leave of absence, retire, or are otherwise terminated beyond the month in which such leave of absence, retirement, or termination commenced or occurred.

Section 15.2. Provisions of Insurance Plans. No matter respecting the provisions of any of the insurance programs set forth in this Agreement shall be subject to the Grievance and Arbitration Procedures established under this Agreement.

Section 15.3. Sickness and Accident Insurance. During the term of this Agreement, the Employer shall obtain and pay the required premiums for full-time employees for a sickness and accident insurance program. This coverage shall become effective the first (1st) full calendar month following the beginning of employment with the Employer. Employees who become totally disabled and prevented by such disability from working for remuneration or profit or who are otherwise eligible under the insurer's regulations shall receive from the Employer's insurance carrier weekly

indemnity payments consisting of seventy percent (70%) of their normal gross weekly wages. These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization or the eighth (8th) day of disability due to sickness, for a period not to exceed twenty-six (26) weeks for any one (1) period of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation under a retirement plan, the Social Security Act, any workers compensation program, or any salary continuation program.

Section 15.4. Hospitalization Care Insurance. The Employer shall make available a group insurance plan covering certain hospitalization, surgical, and medical expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan and who have no health care insurance coverage available through programs under which their spouse or dependents are eligible to participate. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Section 15.4.1 The Employer agrees to pay the following cost each month for single subscriber, two person and family coverage for eligible employees who elect to participate in the hospitalization and dental base insurance plan (PPO5).

One Person Coverage	$300.38
Two Persons Coverage	$649.35
Family Coverage	$927.16

Effective May 1, 2008 or at the next annual renewal period, the maximum sums provided by the Employer shall be increased by up to 5% over the actual monthly contribution paid by the Employer for the previous 12 month period.

Effective May 1, 2009 or at the next annual renewal period, the maximum sums provided by the Employer shall be increased by up to 5% over the actual monthly contribution paid by the Employer for the previous 12 month period.

Effective May 1, 2010 or at the next annual renewal period, the maximum sums provided by the Employer shall be increased by up to 5% over the actual monthly contribution paid by the Employer for the previous 12 month period.

If the foregoing rates increase above these levels, the employee will pay the increased cost through payroll deduction.

Section 15.4.2 Effective on June 1, 2008, employees enrolled in a hospitalization care insurance plan, shall throughout the duration of this Agreement be required to make a 7% monthly premium contribution of the premium cost for the coverage provided by the Employer or the amounts set forth in Section 15.4.1., whichever is greater:
Section 15.4.3 Those employees who desire the high plan shall pay the difference in the premium by way of payroll deduction. The base plan shall be a PPO 5 with $10/$40 drug card. Effective upon ratification of this agreement, the drug card shall exclude, in addition to those medications excluded under the previous plan, lifestyle medications.
Section 15.4.4 Eligible full-time employees may participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Eligible employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent. ~~Effective as soon as possible, the group health care plan shall be modified as provided in Appendix A.~~

Section 15.4.5 The following are examples of drugs excluded from the county's prescription drug plan;

Outpatient Prescription and non-Prescription Drugs and medication. Exclusions include:

- Any drugs or medications available over the counter (including vitamins, dietary supplements, and fluoride products) that do not require a prescription by Federal or State Law, other than insulin, and any drug or medication that is equivalent (in strength, regardless of form) to an over the counter drug (Prenatal vitamins and supplements prescribed by a physician are covered).

- Non-FDA (Food and Drug Administration) approved drugs or medications

- FDA approved prescription drugs used for purposes other than those approved by the FDA, unless the drugs is recognized for the treatment of a particular indication in one of the standard reference compendia (The United States Pharmacopoeia Drug Information, the American Medical Association Drug

Evaluations, or the American Hospital Formulary Service Drug Information) or in medical literature. Medical literature means scientific studies published in a peer-reviewed national professional medical journal.

- All newly FDA approved drugs, prior to review by the Plan Administrator.

- Any prescription drug or medications used for treatment for sexual dysfunction (such as Viagra®, Cialisor Levitra®, including, but not limited to, erectile dysfunction, delayed ejaculation, anorgasmia and decreased libido.

- Prescription drugs used for cosmetic purposes such as drugs used to reduce wrinkles, minoxidil and other prescriptions drugs to promote hair growth as well as drugs used to control perspiration and fade cream products. Retin-A for member over 26 years of age and other prescription products to reduce wrinkles.

- Lifestyle drugs/medications including

  - Any diet pills or appetite suppressants
  - Anabolic steroids
  - Bedwetting prevention
  - Botulism toxin
  - Cognition enhancing drugs
  - Erectile/sexual dysfunction treatments
  - Growth hormone
  - Hair growth agents
  - Infertility drugs
  - Morning after pills
  - Nail fungus treatments
  - Non-sedating antihistamines
  - Smoking cessation products
  - Topical anti-aging agents
  - Weight loss products
  - Oral influenza shortening agents
  - Cholesterol-reducing agents prescribed to patients with cholesterol levels within medically acceptable limits, but which are nonetheless prescribed to

patients based upon other risk factors for cardiovascular disease
- Medications or injections for the use of travel
- Medications used to enhance athletic performance

Section 15.5 Dental Care Insurance. The Employer shall make available a group insurance plan covering certain dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan and who have no dental care insurance coverage available through programs under which their spouse or dependents are eligible to participate. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Eligible full-time employees may participate in the group insurance program no earlier than the first (1^{st}) day of the premium month following the commencement of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Eligible employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and make arrangement satisfactory to the Employer for the payment of the employee's portion of the monthly premium, if any.

Section 15.6 Payment of Employee Insurance Premiums. The Employer agrees to pay the full cost each month for single subscriber, two person and family coverage for eligible employees who elect to participate in the hospitalization and dental insurance plan. The Employer's liability under this Section shall be limited to these payments. Employees electing sponsored dependent or family continuation coverage shall pay the entire premium for that additional coverage.

Section 15.7 Life Insurance. All full-time employees shall be eligible for term life insurance coverage in an amount of fifteen thousand dollars ($15,000.00) after completion of the waiting period in effect. The specific terms and conditions governing the term life insurance coverage are set forth in detail in the master policy or policies issued by the carrier or carriers. The Employer agrees to pay the total premiums required for eligible employee.

Section 15.8 Payment in Lieu of Health Insurance Full-time employees who elect not to enroll in the group medical insurance plan because they are eligible for coverage

through another plan available to their spouse or dependents will be eligible to receive an additional monthly compensation based upon their medical care coverage eligibility status. Establishing the compensation levels for such payments in lieu of coverage is a management right but shall not be less than:

Single	$50.00 per month
Two Person	$60.00 per month
Family	$70.00 per month

This additional compensation shall be paid to the employee once each month in the se3cond pay period of such month. In the case of retirement or voluntary termination that occurs prior to the second pay period, the payment will be pro-rated as it relates to the full monthly period; i.e., one week equals 25%.

It is the understanding of both the Union and the Employer that compensation in lieu of Health Insurance is not available to spouses who are both employed by the Employer.

Section 15.9 Optional Insurance Coverage The Union may adopt another non-county health care plan for the duration of this Agreement. However, the county shall not be liable for contributions greater than it would have normally paid for the County offered plan (i.e. premium costs minus employee contributions). However, if the Union adopts another non-county health care plan, the County Sickness and Accident (S & A) Insurance shall remain in effect and cover DPW (Landfill) employees who are eligible for such insurance. The parties agree that Articles 15.4., 154.1, 154.2, 154.3 and 154.4 shall not apply when a non-county Health Care Plan has been adopted by the employees.

PENSION

Section 16.0 Pension All full-time and regular part-time employees of the Employer within this collective bargaining unit shall participate in Plan B-3, V-10, FAC 5 of the Michigan Municipal Employees' Retirement System. As participants in Plan B-3, employees contribute for 2006, 4.08% of their gross earnings and for 2007 a percentage resulting from adding the 2006 contribution rate (4.08%) to the total cost of the B-3 Plan for 2007 less the total cost of the B-3 Plan for 2006 (change in plan rates) as determined by the annual actuarial valuation . If the 2007 contribution rate exceeds 6.08% the County agrees to reopen for discussion regarding the contribution

portion of the Contract, under Section 16.0 – Pension. Participant contributions as required will be withheld through payroll deduction. The specific terms and conditions governing the retirement plans are controlled by the statutes and regulations establishing the Michigan Municipal Employees' Retirement System.

It is agreed between the County and the Union to incorporate the Letter of Understanding dated October 12, 2007 into this Agreement: See document attached to back of this agreement.

If the Employer discontinues landfill operations during the term of this Agreement, the Union and Employer agree to meet and negotiate regarding the possibility of permitting employees to purchase MERS service credit.

PART-TIME EMPLOYEES

Section 17.0. Benefits for Part-Time Employees. A regular part-time employee shall:

(a) Receive his straight time regular hourly rate of pay for all hours worked in accordance with his position on the Employer's salary schedule.

(b) Upon completion of one thousand and forty (1,040) hours worked, he shall receive his initial step increase on the salary schedule. An additional step increase shall be granted after he has completed another one thousand and forty (1,040) hours worked. Thereafter, a full step advancement on the salary schedule shall be granted upon the completion of each two thousand and eighty (2,080) hours worked.

(c) A part-time employee shifting to full-time employment may, at the discretion of the Employer, be required to fulfill a three (3) month probationary period.

(d) Part-time employees, including those who shift to full-time employment, shall have their date of hire for seniority purposes under this Agreement adjusted to reflect the ratio that the number of hours they have actually worked bears to each two thousand and eighty (2,080) hours.

(e) A part-time employee shall have no benefits other than those specifically set forth in this Section.

UNIFORMS

Section 18.0. Uniforms. When required by the Employer, employees shall be provided with necessary uniforms and gloves and such replacements as are reasonably necessary. The Employer shall determine what constitutes the necessary complement of clothing. The parties acknowledge and agree that the Gate Attendant shall not be provided with a uniform. Subject to such rules and regulations as the Employer may establish for the preservation and care of uniforms, the Employer agrees to pay the cost of necessary cleaning and maintenance.

SUPPLEMENTARY EMPLOYMENT

Section 19.0. Part-time supplemental employment is not encouraged, but is permitted under the following conditions:

(a) That the additional employment must in no way conflict with the employee's employment, or conflict in any way with satisfactory and impartial performance of his/her duties, as determined within the sole discretion of the Employer.

(b) The Manager shall be notified in writing prior to engaging in supplemental employment, specifying the particular job duties and the dates and time anticipated to be employed elsewhere. The notice shall be at least twenty-four (24) hours prior to engaging in supplemental employment.

(c) That he/she keep the Manager or his successor informed of contemplated changes in his/her supplemental employment.

MISCELLANEOUS

Section 20.0. Address Changes. An employee shall notify the Employer in writing of any change in name or address promptly and, in any event, within five (5) days after such change has been made. The Employer shall be entitled to rely upon an

employee's last name and address shown on his record for all purposes involving his employment.

Section 20.1. Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

Section 20.2. Gender. The masculine pronoun wherever used in this Agreement shall include the feminine pronoun and the singular pronoun, the plural, unless the context clearly requires otherwise.

Section 20.3. New Classifications. Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have fifteen (15) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Landfill Manager within this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Union shall meet within thirty (30) calendar days to negotiate any changes which might be required.

Section 20.4. Notice of Agreement. The Employer shall give notice to the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement. A copy of this notice shall be given to the Union.

Section 20.5. Paid Personal Days.

(a) All full-time employees covered by this Agreement shall be permitted three (3) personal days with pay each calendar year once they have completed their probationary period. When the employee's normal workweek consists of five (5) eight (8) hour workdays performed in a period of seven (7) consecutive calendar days, one (1) paid personal day shall be equivalent to eight (8) hours of pay at the employee's straight time regular rate of pay. When an employee's normal workweek consists of four (4) ten (10) hour workdays performed in a period of seven (7) consecutive calendar days, one (1) paid personal day shall be equivalent to ten (10) hours of pay at the employee's straight time regular rate of pay.

(b) Following crediting of three (3) paid personal days with pay after completion of an employee's probationary period, all subsequent personal days with pay shall be credited on January 1st of each year. Paid personal days may not be split into increments smaller than the normal workday applicable to the employee's normal workweek. Employees who use a paid personal day in advance of the January 1 crediting date shall be required to repay the Employer for such paid time off upon termination or separation from employment for any reason.

(c) All requests for a paid personal day must be submitted in writing to the Landfill Manager seven (7) days in advance of the date requested. A request for a personal day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Employer.

(d) Personal days do not accumulate from year to year. Further, unused personal days have no monetary value upon termination or separation from employment for any reason.

(e) Nothing in this Section shall be construed to absolve an employee of his responsibility to comply with the required procedures concerning prior notification of absence from work.

Section 20.6. Paid Sick Days. Effective 1/1/05, bargaining unit members shall accumulate six (6) hours per month without limit. In December of each calendar year, all accrued, unused sick leave in excess of twelve (12) days shall be paid at 100% of the employee's straight rate. Sick leave is to be taken in a minimum of one (1) hour increments. Employees will be required to provide a doctor's excuse prior to return to work for any sick time in excess of two days, or for any sick time which falls on the scheduled work day before or the scheduled work day after a paid holiday or scheduled vacation. Sick leave is to be used for illness of unit members or their spouse or child living at home.

Section 20.7. Pay Day. Pay checks shall be distributed to employees during their workday every other Friday.

Section 20.8. Personnel Policies. The Employer reserves the right to establish, publish, and change from time to time personnel policies, including reasonable rules and regulations governing the conduct of its employees, provided, however, that such personnel policies shall not conflict with the express terms of this Agreement. The enforcement of such rules shall be subject to the Grievance Procedure.

Section 20.9. Separability. If any Section of this Agreement should be held by a court of competent jurisdiction to be invalid or to conflict with applicable Federal or State law, the remainder of this Agreement shall not be affected thereby.

Section 20.10. Americans With Disabilities. Notwithstanding any other provision of this Agreement, the Union agrees to fully cooperate with the Employer whenever it is necessary to make accommodations so that qualified individuals with a disability can perform the essential function of the job.

Section 20.11. Job Openings. The Employer will give the Union ten (10) days' notice through notification to the Union's business agent of known openings in bargaining unit positions (unless the Employer was not aware of the openings that far in advance). The Employer will not solicit other candidates from any other source until such notice is given to the business agent. The Union may provide the names of qualified applicants for the openings, and the Employer will consider those applicants, along with other qualified applicants, if any. The Union acknowledges the Employer's interest in hiring the best qualified applicants possible. The Employer acknowledges the Union's interest in maintaining a stable bargaining unit and an ongoing relationship with the Employer.

SCOPE OF AGREEMENT

Section 21.0. Waiver. It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

It is the intent of the parties that this Agreement contain all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or

matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 21.1. Salvage. No salvaging for any employee.

DURATION

Section 22.0. Termination. This Agreement shall become effective as of January 1, 2008, and shall remain in force until December 31, 2010, at midnight, and, thereafter, for successive periods of one (1) year unless either party shall, on or before the sixtieth (60^{th}) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

The written notice referred to in this Section shall be considered properly served by the Union if it is sent by certified mail to the Employer's address at the 3161 South Lake Mitchell Drive, Cadillac, Michigan 49601. The written notice referred to in this Section shall be considered properly served by the Employer if it is sent by certified mail to the Union's address at 37450 Schoolcraft, Suite 110, Livonia, Michigan 48150. The written notice referred to in this Section shall be considered timely served if it is postmarked on or before the sixtieth (60^{th}) day prior to the expiration date of this Agreement.

Wexford County Board of Public Works

Chairman of the Board

Administrative Controller

International Union of Operating Engineers Local 324, 324-A, 324-B, 324-C and 324-D, AFL-CIO

Business Manager

President

Recording-Corresponding Secretary

SJH/sd
opeiu#42afl-cio
wexfordboard.agr

APPENDIX A

SUBSTANCE ABUSE

The parties have agreed to the following policy on Substance Abuse and Drug and Alcohol Testing Procedures:

In the interest of the safety, health and well being on employees covered by this Agreement the use, possession, distribution, dispensation, or transporting of illegal drugs and of intoxicants is prohibited at the work site, on the Employer's premises, or on the Employer's time and subjects the employee to discipline. Provided however, possession or use of alcohol at Employer-sponsored events is not prohibited.

1. As a condition of employment, each applicant for employment may be required to successfully pass a pre-employment physical examination including a pre-employment drug and alcohol screening test. The cost shall be paid by the Employer. The drug and alcohol testing procedure contained in this policy shall be followed by the Employer in administering the test. This procedure is hereby incorporated into the Agreement by reference.

2. (A) The Employer may require regular employees to take a periodically scheduled examination to be required of all employees. Employees must be given at least seventy-two (72) hours' notice of such an examination. A drug and intoxicant screening test may be administered in conjunction with the medical examination.

(B) A regular employee is defined as one who is presently on the Employer's payroll at any location within the scope of the Agreement or is currently collecting unemployment benefits and is subject to recall to employment. The costs of the examination shall be paid by the Employer and shall be conducted on the Employer's time.

3. (A) The Employer has the right to require an employee to submit to additional drug and alcohol screening tests whenever he has reasonable suspicion to believe the employee is reporting for work under the influence of drugs and alcohol, is impaired from performing work because of drug or alcohol usage, or is using drugs or alcohol during the work day. Random testing is not permitted.

(B) Reasonable suspicion shall be based on the occurrence of an on-the-job accident or on another reasonable objective basis for believing the employee might be under the influence of drugs or alcohol. A reasonable objective basis shall be defined as a firsthand observation of the employee's job performance made by a management representative who has documented, in writing, conduct that he or she believes to be symptomatic of drug or alcohol impairment.

4. The drug/alcohol procedure contained in this policy shall be followed by the Employer. Appropriate medical tests include a blood and/or urine test. Refusal to submit to a urine or blood test, or a positive test result, shall subject the employee to discipline.

5. (A) The Employer shall designate a management staff person to be the Medical Records Officer. The MRO shall be the sole recipient of all medical examination records including drug and alcohol test results submitted by the testing laboratory designated in this policy, and he shall initiate any action taken as a result of these procedures. The MRO shall maintain, in separate files, all records pertaining to the Employer's medical and substance abuse program, and shall not disseminate any information about any employee to any third party or any electronic data processing system or data bank.

(B) The Employer shall allow each employee access to the results of each of his drug/alcohol screening tests; and further, shall maintain these records as required by applicable state and/or federal law. Upon the written request of an employee, the Employer shall furnish a copy of his medical records to said employee.

(C) The right of the person being examined or tested to personal privacy in order to avoid damage to his reputation from the disclosure of test results or treatment shall be respected to the fullest extent possible consistent with the Employer's right to support any disciplinary action and the Union's right to process any grievance filed by the employee. An employee may authorize the release of any document or record in the MRO's possession to a representative of the Union in support of any grievance initiated by the Employer.

6. Testing Cost and Consequences. The Employer will pay all testing costs. If an employee is sent for testing on the basis of a supervisor's belief that the employee may be on drugs or alcohol, the employee will be suspended without may pending results of the test. If the results are negative, the wages will be paid retroactively and

the employee will be reinstated, and all mention of the reason for testing will be expunged from his/her personnel records.

7. Positive Test Results. The first time an employee tests positive for illegal drugs or controlled substances, he will be suspended without pay. His job will be kept for him while he attends a drug rehabilitation program not to exceed thirty (30) days. Employer medical insurance provides assistance with the cost of such treatment. On successfully finishing the rehab, the employee will be re-tested and reinstated. He will then be screened on a continuing basis for six months prior to being fully reinstated.

In the event a positive test result for alcohol is observed, the employee may seek rehabilitation through a program such as Alcoholics Anonymous. If the employee opts for and remains in such a program, he or she will continue with his or her employment coincidentally with the rehabilitation program.

The second time an employee tests positive for illegal drugs, controlled substances or alcohol, i.e., following prior positive and rehab, he will be terminated. No prospective employee will be hired if he has a positive test result.

DRUG AND ALCOHOL TESTING PROCEDURE

1. Testing will be performed by a laboratory located in and licensed by the State of Michigan as a medical and forensic laboratory and operating in compliance with the Scientific and Technical Guidelines for Federal Drug Testing programs, 53 C.F.R. 119.79 (1988), as amended. The selection of the testing laboratory shall be mutually agreed to by the Employer and the Union.

2. The test sample (urine specimen) will be obtained at an authorized collection center from the person being tested. If the person being tested is unable to provide a urine specimen, he shall provide a blood sample. Testing shall be in accordance with the following procedures:

(A) Identification of the person being tested shall be verified by the Laboratory at the time the sample is given.

(B) A clean, previously unused collection and storage container of a type utilized by medical facilities shall be supplied for collection of the sample. The person being tested may reject any container or collection bottle he has reason to believe is contaminated.

(C) The sample shall be in one (1) container and a serially numbered label shall be affixed and taped over with clear tape, in the presence of the person being tested.

(D) The person being tested shall report, on a standard form, any medication he is currently using, either prescribed by a licensed medical practitioner or proprietary medicines obtained over-the-counter.

(E) The laboratory shall maintain a "chain of custody" control of the sample.

(F) Any communication regarding the sample shall be directed to the MRO and referred by the numerical identification number. The name of the person being tested shall not be used or divulged by laboratory personnel.

3. Laboratory testing shall be conducted as follows:

(A) The initial screen test shall be conducted by using EMIT (Enzyme Multiplied Immunoassay Technique) analysis method. If the initial test result is "negative", the Employer shall be notified immediately. Any remaining portion of the sample shall be disposed of and all labels, chain of custody records and other reports shall be destroyed.

(B) If the initial screening test is "positive", a confirmation test using the GC/MS (Gas Chromatography/Mass Spectrometer) method shall be conducted. If the result is negative, the procedure in Section 3(A) of this policy shall be followed.

4. If the GC/MS confirmation test is positive, the Employer shall be notified immediately of the test results and the test results shall promptly be made available to the person being tested. The report shall indicate the type of test conducted, the substances tested for, and the result of the test and quantity of substances detected.

5. The remainder of the sample from the confirmed positive test shall be stored with a copy of all chain of custody documents.

6. Testing for alcohol shall be conducted in accordance with the foregoing safeguards, and shall be made in accordance with reliable testing procedures, including breathalyzer, urine or blood.

7. The person being tested has the right to challenge the accuracy of a positive GC/MS test result within five (5) calendar days after notification. In the event a challenge is made, a portion of the sample tested shall be sent to another laboratory acceptable to both the Employer and the Union. The cost of sending and re-testing the sample shall be borne by the person being tested. If the results from this GC/MS test contradict the results of the original GC/MS test, the person being tested shall be returned to work and made whole for any loss of wages.

APPENDIX B

Union to attach a clean copy of the dues authorization form.