

AGREEMENT

between

HURON COUNTY, a municipal corporation of the State of Michigan,  
hereinafter referred to as the Employer,

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547  
AFL-CIO, hereinafter referred to as the Union.

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Edward A. Swackhamer  
Huron County Clerk  
County Building  
Bad Axe, Michigan 48413

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between HURON COUNTY and the Employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE II

NONDISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. According, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, or national origin.

ARTICLE III

UNION RECOGNITION, UNION SECURITY: CHECK OFF

SECTION 1. Union Recognition

(a) HURON COUNTY hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment.

(b) The term "employee" as used herein shall include Custodians and Matrons, employees of the County of Huron.

SECTION 2. Union Security

(a) It shall be a condition of employment that all permanent employees of the Employer covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those presently employed, who are not members on the effective date of this Agreement or the signing date of this Agreement, whichever shall be later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or about the 31st day following the beginning of such employment, become and remain members in good standing in the Union. It is mutually agreed that the Head Maintenance Engineer shall be excluded from the provisions of this Agreement, and, further, that all part time seasonal employees shall be excluded from the provisions of this Agreement.

(b) The Union agrees that it will make membership in the Union available to all Employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

(c) The Employer agrees that, upon hiring any new employees who are not members of the Union, the Employer shall send a letter advising the Union of the name and date of hiring of the new Employees.

(d) Either party to the Agreement shall have the right to re-open negotiations pertaining to Union Security when the laws applicable thereto have been changed by giving the other party (30) days' written notice.

(e) In the event the Union refuses to accept any person so hired as a member, said person may continue in employment.

#### ARTICLE IV

##### NEW JOBS

The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification, and classification, the Employer has the right to develop and establish such new or revised job descriptions, specification and classifications, rates of pay and to place them into effect. Whenever new buildings of a job is made operational, the Employer shall establish the job description.

The Employer will notify the Union of such new or changed job, and will within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate and classification.

#### ARTICLE V

##### JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency, provided that the Head Maintenance Man may perform any duties pertaining to custodial work.

#### ARTICLE VI

##### CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer.

The right to contract or subcontract shall not be used for the purpose of undermining the union nor to discriminate against any of its members nor shall it result in the reduction of the present work force as outlined in Schedule nor in the event of extension of service shall it be used to avoid the performance of work covered under this Agreement.

#### ARTICLE VII

##### DISCIPLINE DISCHARGE

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the Employees and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following performance of duties: drunkenness, dishonesty, insubordination or wilfull violation of agreed upon rules.

#### RULES

- A. Drunkenness:
  - 1. Employee shall be laid off without pay for one (1) week for first offense.
  - 2. Employee shall be dismissed permanently for second (2) offense.
- B. Dishonesty:
  - 1. Employee shall be discharged permanently.
- C. Insubordination:
  - 1. Employee shall be laid off without pay for one (1) week for first offense.
  - 2. Employee shall be dismissed permanently for second offense.

D. Employees shall be neat and clean at all times; Tobacco usage is not objectionable but residue must be disposed of in a sanitary manner:

1. Warning, first offense.
2. Employee shall be laid off one (1) week without pay, second offense.
3. Employee shall be discharged permanently for third offense.

E. No equipment or supplies shall be removed from the building.

1. Employee shall be discharged permanently for first offense.

Employee not able to report to work shall notify their foreman or superintendent at least one (1) hour prior to time they are scheduled to report to work.

At no time shall unauthorized persons be admitted to building after closing time without consent of Employer.

No posting of signs by Employee shall be tolerated. Molesting of material any papers left on desks, files, counters, and drawers shall be prohibited.

Misuse of equipment shall not be tolerated.

1. Employee shall be laid off one (1) week without pay for first offense.
2. Employee shall be dismissed permanently for second offense.

G. Abuse of sick leave privileges by Employee will not be tolerated. Certification of valid sickness from Employee's doctor or dentist shall be made available

1. Employee shall be discharged permanently for first (1) offense.

ARTICLE VIII

GRIEVANCE PROCEDURE

Step 1.

- A. An employee having a grievance shall present it orally to his supervisor.
- B. If the grievance is not settled orally, the employee, within twenty-four (24) hours, may request the supervisor to call the Steward.

Step 2.

- A. The Steward shall reduce the grievance to writing and indicate the alleged contract violation and remedy desired.
- B. The aggrieved employee and his supervisor shall sign the grievance.
- C. The grievance shall be submitted to the Head Maintenance Engineer within five (5) working days from the date of Step 1., A. above.

Step 3.

- A. The Steward shall meet with the Head Maintenance Engineer to discuss the grievance within five (5) days of its written submission to the Head Maintenance Engineer.
- B. The Head Maintenance Engineer shall give its decision in writing and it shall be considered settlement of the grievance.

Step 4.

- A. Any appeal of a decision rendered by the Head Maintenance Engineer shall be presented to the Board of Supervisors within five (5) work days and the Chairman of the Board of Supervisors, or his representative

shall meet with a business representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason, or reasons, why the decision of the Head Maintenance Engineer was not satisfactory.

Step 5.

- A. Any appeal of a decision rendered by the Chairman of the Board of Supervisors shall be presented to the Board of Supervisors within five (5) working days and the Board shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reasons or reasons, why the decision of the Chairman of the Board of Supervisors was not satisfactory.

Step 6.

ARBITRATION

Within fifteen (15) days after notice of intent to appeal the grievance to arbitration, the party appealing shall request the American Arbitration Association to submit a list of five (5) persons. The representatives of the Employer and the Union shall determine by lot the order of elimination, and thereafter each shall in that order alternately eliminate one (1) name until only one (1) remains. The remaining person shall thereupon be accepted by both parties as the Arbitrator.

1. The Arbitrator, the Union or the Employer may call any employee as a witness in any arbitration hearing.
2. Each party shall be responsible for the expenses of the witnesses that they may call.

The Arbitrator shall not have jurisdiction to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or



to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.

3. The decisions of the Arbitrator shall be final and conclusive and binding upon all Employees, the Employer and the Union.

4. The expenses of the Arbitrator shall be shared equally by both parties.

#### ARTICLE IX

##### SENIORITY \*

1. Employees shall be regarded as probationary employees for the first thirty (30) days of active employment. Lay off or discharged probationary employees shall not have recourse to the terms of this Agreement.

2. Probationary employees completing their probationary period and employees transferring into the bargaining unit shall acquire seniority from the date of completion of transfer or probation. Seniority shall be granted to date of hire after completion of probationary period.

3. Employees shall be laid off, recalled or demoted according to their seniority in their classifications. An employee on scheduled lay off shall have the right to displace a lesser seniority employee who is on a classification previously held by the employee; provided, the senior employee is qualified to hold the position.

4. An employee will lose his seniority for the following reasons:

(a) he resigns.

(b) he is discharged for cause.

5. Any employee in the bargaining unit elected or appointed to full time office in the Union whose duties require his absence from his work shall be granted a leave of absence without pay for the term of such office and shall accumulate seniority during his term of office and at the end of such term shall be entitled to resume his regular seniority status and all job and recall rights.
6. Seniority shall continue to accumulate for the employee who is transferred to a supervisory position.
7. During his term of office, the Chief Steward shall be deemed to head the seniority lists for the purpose of shift preference, lay off and recall only; provided, he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.
8. No leave of absence shall be granted to an employee for a period longer than six (6) months. Additional leaves of absence may be granted.

#### ARTICLE X

#### VISITATION

After presentation of proper credentials, officers or accredited representatives of the Union shall be admitted (upon request by the Union) into the building of the County during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances; provided, that said observation shall not be in areas which would be detrimental to the management and functions of the County Building and its occupants.

ARTICLE XI

HOURS AND WORK WEEK

Section 1.

- A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 120 hours thereafter.
- B. The normal work day shall be eight (8) consecutive hours which shall include lunch time.
- C. Employees shall receive a fifteen (15) minute break in each four (4) hours of work.

Section 2.

- A. Overtime rates will be paid as follows:
  1. Time and one-half (1/2) will be paid for all time worked authorized by the Head Maintenance Engineer in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one week, for which overtime has not already been earned.
  2. Whenever an employee is required to return to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half (1/2) his regular rate or a minimum of two (2) hours pay at his straight time hourly rate, whichever is the greater.

ARTICLE XIII

HOLIDAYS

1. The Employer will pay eight (8) hours pay for the following holidays, even though no work is performed by the Employee:

New Year's Day  
Memorial Day

July Fourth  
Labor Day

Thanksgiving Day  
Christmas Day  
Good Friday 1/2 day

All legal holidays when County Building is closed.

2. Employees required to work on any of the holidays shall receive double time for hours worked in addition to regular holiday pay.

ARTICLE XIII

SICK LEAVE AND FUNERAL LEAVE

Section 1.

Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month with limit of twelve (12) days accumulation allowed.

Section 2.

Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, pregnancy, injury or for medical, dental or optical examination or treatment; provided, that an employee must immediately notify the Employer in the case of pregnancy and shall then be granted a leave of absence immediately. An employee granted a pregnancy leave of absence shall be entitled to return to work if a position is open for which said employee is qualified. Sick leave shall also be granted when a member of the immediate family or the employee is afflicted with a contagious disease and requires the care and attendance of the employee, or when exposure to contagious disease, the presence of the employee at his employment position would jeopardize the health of others. All injuries must be reported on the date injury took place.

Section 3.

A. All employees shall be granted three (3) working days off with pay for a death in the employee's immediate family. The immediate family shall

construed to mean any person with whom the employee has been in close association and whose illness or death has a real meaning to said employee. Additional time off for traveling to said funeral shall be granted and such additional time shall be charged to sick leave.

B. Employees shall be granted one-half (1/2) day, with pay, to attend funerals of non-family members.

C. All employees shall be entitled to a total of two (2) days, per year, for personal emergency and/or business leave which shall be charged against allowable sick leave.

D. Upon retirement or separation from the employer the employee shall be paid one-half (1/2) of the unused accumulated sick leave days.

E. Records of sick leave accumulated and taken shall be available to the employee or the union upon request.

#### ARTICLE XIV

##### VACATIONS

All employees covered by this Agreement who have completed one (1) year of service shall receive one (1) week vacation with pay. After two (2) years of completed service all employees shall receive two (2) weeks vacation with pay. This is maximum vacation. Vacation must be taken in same calendar year.

To be eligible for a vacation, an employee must have worked eighty (80%) percent of his regularly scheduled working hours.

Employees terminating employment or on a leave of absence shall receive pro-rata vacation allowance based upon 1/2 of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date.

ARTICLE XV

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service, up to the period of sixty (60) days.

ARTICLE XVI

SCOPE, WAIVER AND  
ALTERNATION OF AGREEMENT

Section 1.

No agreement, alternation, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

Section 3.

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XVII

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Job Analysis attached hereto and made a part hereof by reference.

ARTICLE XVIII

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XIX

WAGES

Schedule A.

Custodial help shall be paid approximately \$2.31 per hour, and matron pay shall be approximately \$1.60 per hour.

ARTICLE XX

TERMINATION, CHANGE  
OR AMENDMENT

This Agreement shall become effective as of January 1, 1969 and remain in full force and effect until December 31, 1972. The economic feature of this Agreement may be re-opened for further negotiation each year by either party giving the other party at least sixty (60) days prior to the termination of the Agreement. In the event no notice is given of the intention to re-open then all of the features of said Agreement shall be automatically renewed for an additional year until the termination of the Agreement as hereinbefore provided.

JOB ANALYSIS

MATRON

Care and Cleaning of Building

Floors (Sweeping, Mopping, Dusting, Sealing, Waxing)

Washroom (Sweeping, Dusting, Mopping, Disinfecting, Cleaning Toilet  
Bowls, Urinals, Mirrors and Sinks, Washing Walls as required,  
Filling Washroom fixtures.

Wasebaskets (Empty, Clean, and Burn Contents)

Offices and other Rooms (Sweeping, Dust, Mop, Wax, Clean Doors, Walls  
Windows, Cabinets, Furniture and all itmes of  
rooms)

Light Fixtures (Wash and Dust)

Set up and take down chairs

OTHER DUTIES AS ASSIGNED BY BUILDING ENGINEER (excluding exceptions below)

Matrons WILL NOT BE REQUESTED TO PERFORM:

- Replace Fluorescent tubes or bulbs
- Operate scrub machine in scrubbing or buffing floors
- Unload or load trucks
- Repair or refinish desks or furniture
- Perform maintenance work
- Mow lawns
- Care for outdoor equipment
- Shovel snow
- Roof repairs
- Locker repairs
- Washing windows (exterior) off the ground
- Clean incinerator



## Job Description

CUSTODIAN

1. The custodian shall be responsible for the performance of duties involving the care and maintenance of buildings and grounds.
2. He is under the direction of the Supervisor of Buildings and Grounds.
3. He carries out routine tasks of daily cleaning. This includes sweeping and mopping of floors, floor washing as needed, emptying and cleaning waste receptacles, dusting and straightening the arrangement of furniture and equipment, cleaning chalkboards, erasers, and chalkcracks, heating units, ledges, shelves, and sills, cleaning and sanitizing of restrooms, shower rooms and kitchens, replacing expendible supplies, replacing light tubes and bulbs, and leaving halls, offices, and other areas in proper condition for use.
4. He performs minor repair and maintenance jobs regarding the building structure, plumbing, electrical systems, hardware, heating and ventilating, furniture, and equipment in building and on grounds.
5. He performs periodic thorough cleaning tasks as directed on floors, walls, doors, windows, ceilings, furniture, plumbing, and equipment.
6. He carries out assigned tasks of painting, refinishing, constructing, and remodeling.
7. He maintains building security and assists other employees in guarding against theft, fire, vandals, explosion, storm damage. He reports any matter of potential danger, misconduct, and equipment malfunction, and renders assistance until help arrives in order to protect lives and property.

8. He sets good examples for young people using sound judgement and displaying proper attitudes, in performing his work, dealing, with others, and in personal appearance and conduct.

9. He performs his duties with care and thoroughness using good sense and in the knowledge that his contributions are an indispensable part of the team work required in promoting good education.

10. He carries out matters of preparing facilities for use at community events on the premises, then returns the areas to proper condition of regular use.

Edward A. Swackhamer  
COUNTY OF HURON  
Edward A. Swackhamer, County Clerk

Robert B. Ross  
I.O.O.F. Local 547

Richard Bammel

Albert Thoms  
Huron County Board of Supervisors  
Albert Thoms, Chairman

Joseph M. Judson

John W. Gage Sr.  
Janitor

Ann Gage  
Matron