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Eaton County

COLLECTIVE BARGAINING AGREEMENT
THE EATON COUNTY BOARD OF COMMISSIONERS
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 547 A, B, AND C
CUSTODIANS, GROUNDSKEEPERS, AND GENERAL MAINTENANCE WORKERS
OCTOBER 1, 1998 – SEPTEMBER 30, 2002

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AGREEMENT

BETWEEN

THE EATON COUNTY BOARD OF COMMISSIONERS

hereinafter referred to as the Employer

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547 A, B, AND C

hereinafter referred to as the Union

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer 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 1

MANAGEMENT RIGHTS

The Employer, on its own behalf and on behalf of its Electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by Employers, except those specifically and not by implication or influence relinquished herein to the Union, are reserved to and remain vested in the Employer, including by way of illustration but not limitation the right:

(a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;

(b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies equipment and tools to be purchased;

(c) to purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities;

d) to determine the number, location and type of facilities and installations;

(e) to determine the size of work force and increase its size;

(f) to hire, assign and lay off employees, to reduce the work week or the work day;

(g) to direct the work force, assign work and determine the number of employees assigned to operations;

h) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications;

(i) to establish work schedules;

(j) to adopt, revise and enforce reasonable working rules and regulations and require employees to conform to such rules and regulations, a violation of which shall be among the causes for discipline up to and including discharge;

(k) to carry out cost and general improvement programs;

(l) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work;

(m) to reprimand, demote, suspend, discipline and discharge employees for just cause;

The rights of the Union are specifically listed in this Agreement and all subjects not specifically listed in this Agreement are retained by the Employer. This Article shall not be the subject of any grievance; however, nothing contained in this Article shall mean that the Union may not or cannot grieve regarding other Articles or Sections of the Agreement.

ARTICLE 2

UNION RECOGNITION

Section 1. Union Recognition. The Employer 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, hours, employment and other terms and conditions of employment.

Section 2. Definition of Employee. The term "employee" as used in this Agreement shall include all persons meeting the definition of "full-time employee" in Section 3 of this Article and meeting the definition of "part-time employee" in Section 4 of this Article. Such employees shall work in the following job classifications in the Department of Physical Plant of the Employer: All full-time custodians who work in Eaton County buildings, general maintenance workers and groundskeepers, but excluding supervisors, lead men, unit leaders, secretaries, temporary employees (including JTPA employees), seasonal employees, confidential employees, and all other employees.

Section 3. Full-Time Status. As used in this Agreement, a "full-time employee" hired as such or an employee who is scheduled and works a sum of forty (40) hours per week for any ten (10) weeks of his twelve (12) most recent weeks of employment.

Section 4. Part-Time Status. As used in this Agreement, a "part-time employee" is an employee hired as such by the Employer (not on a temporary basis) and is scheduled to work less than a full-time employee as defined in Section 3 of this Article. Such part-time employees shall be eligible for vacation, sick leave, personal days, and holidays on a pro-rated basis. They are not eligible for any other benefits provided for in this Agreement.

ARTICLE 3

UNION SECURITY

Section 1. Union Membership. All employees hired after the effective date of this Agreement shall become and remain members in good standing of the Union or pay a service fee to the Union at a rate not to exceed the Union dues within thirty-one (31) days after employment, provided that the service fee and/or Union dues are in compliance with all State and Federal laws.

Section 2. Agency Shop. Any employee required to join the Union or pay a service fee in lieu thereof who does not become and remain a member in good standing of the Union by the payment of such uniformly assessed membership dues and fees or pay such service fee shall be terminated from his employment only after all of the following has occurred:

- (a) The employee has been informed by the Union by certified mail of his failure to pay such dues or the service fee;
- (b) The Employer has been informed by certified mail of the employee's failure to pay such dues or the service fee within thirty (30) days of the employee being notified;
- (c) The Employer has been requested by certified mail by the Union to terminate the employee.

If it so wishes, the Employer may inform the employee in writing of his failure to pay such dues or the service fee.

Section 3. Notification of New Hires. The Employer agrees that, upon hiring any new employee covered by this Agreement, the Employer shall notify the Union of the name, date of hiring and Social Security number of the new employee.

Section 4. Check Off. The Employer agrees to deduct monthly from the wages of all employees who are members of the Union all uniformly assessed membership dues (provided it is not contrary to law) as provided in a written authorization in accordance with the standard form provided by the Union, provided that the said form shall be executed by the employee. The

Employer shall also deduct service fees in lieu of such dues for those employees who so authorize the Employer in writing; provided, however, that in no event shall such service fees be greater than the uniformly assessed membership dues and initiation fee of the Union. Such service fees shall accurately represent the amount for said employee due the Union as their fair share of cost attributable to negotiating the terms of this Agreement and servicing the contract, which sum shall not include, by way of example, but not by way of limitation, state, national or other dues and assessments, or other amounts for Union activities. The Employer will remit to the Union such deductions monthly. Any increase in said dues or fees shall be properly executed by the Union.

Such dues and service fees will be authorized, levied, and certified in accordance with the Constitution and By-Laws of the Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amount of the Union uniformly assessed membership dues and fees or service fees.

The payroll deduction will be limited solely to Union membership dues and the initiation fee uniformly assessed or, where appropriate, service fees and will not include fines, delinquent dues, or other union financial levies. All problems and disputes regarding amounts to be deducted under this clause and the correctness thereof, shall be between the employee and the Union, except where the Employer is at fault.

The Employer agrees to deduct the initiation fee of the Union, for those employees joining the Union, which is payable only once. The initiation fee shall be used for costs attributable to negotiating the terms of this Agreement and servicing the contract.

Section 5. Indemnification. The Union shall defend, indemnify and save the Employer harmless against inadvertent administrative errors of the Union, as well as any and all claims, suits or other forms of liability (including costs and attorney fees) arising out of the Employer's deduction from an employee's pay of Union dues and/or the initiation fee, or upon the

Employer's reliance upon any list, notice, certification or authorization furnished under this Article, as well as which may arise out of or by reason of any action taken or not taken by the Employer's reliance upon the amounts certified to be deducted for Union dues, service fees or initiation fees. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE 4

DISCIPLINE AND DISCHARGE

Section 1. Governing Procedures. In the event of disciplinary action which results in loss of pay or discharge or results in written discipline being inserted in an employee's personnel file, the employee will be notified of their right to be represented by their Steward immediately prior to the disciplinary action being imposed. In the event the Steward is unavailable, the alternate can provide such representation. If neither is available and the situation warrants immediate action, discipline may be imposed with the Steward being notified of the action taken as soon as possible. Such discipline or discharge shall be for just cause.

Section 2. Record Retention. Records of disciplinary action shall be held in the employee's personnel file for not more than:

Verbal warning or reprimand - Twelve (12) months from the date of the most recent discipline.

Written warning or reprimand - Eighteen (18) months from the date of the most recent discipline.

ARTICLE 5

NO STRIKE - NO LOCKOUT

Section 1. No Strike Pledge. The Union agrees that there shall be no strikes, work stoppages, picketing, slow-downs, interruptions, or delays of work of any nature, whether in protest of matters or actions covered by the agreement, or matters or actions not referable thereto

and not within the normal bargaining relationship between the parties, and whether or not based upon alleged violations of State or Federal law, for any purpose whatsoever. The Union further agrees that neither it nor its members shall observe any picket line while performing any work on behalf of the Employer. (This does not prohibit informational picketing on an employees' own time, as allowed by law).

Section 2. Union Violation. In the event of any violation of Section 1 of this Article, the Union, immediately upon request of the Employer, shall publicly disavow such activity, shall instruct all employees to return to work verbally and in writing and shall perform any and all acts necessary to guarantee the normal operations of the Employer.

Section 3. Disciplinary Action. Any employee engaging in any conduct violating Section 1 of this Article shall be subject to discipline, up to and including discharge at the Employer's discretion and without recourse to the grievance procedure.

Section 4. No Lock Out. The Employer agrees that during the life of this Agreement it shall not lockout its employees.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. Definition. Should any differences, disputes, or complaints arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Any grievance shall be reduced to writing and shall be signed by the aggrieved employee or employees involved with concurrence of a Union representative. The written grievance shall contain a statement of the facts upon which it is based, a designation of the contract provision(s) allegedly violated, and the remedy requested. The Union and employee shall be bound by the scope of the grievance as written.

Step 1. Except as provided in Section 11, below, a conference between the aggrieved employee, his immediate supervisor, and the Department Head shall be called by the aggrieved

employee within five (5) working days from the date the grievance first arose or became known to or should have with due diligence become known to the employee or it shall be deemed waived. A Union representative may be present at the conference, at the employee's request. The Department Head shall give a written answer within five (5) days of the conference.

Step 2. If the grievance is not satisfactorily adjusted in Step 1 the grievance shall, within five (5) working days of the Step 1 answer, be appealed in writing to the Grievance Board. The Grievance Board will be composed of the County Controller and two (2) representatives of the Board of Commissioners. The appeal shall state the reasons why the Step 1 answer was unsatisfactory. The Grievance Board shall review the Step 1 decision within fifteen (15) working days from the receipt of the grievance and may schedule a conference with the aggrieved employee and a Union representative. Within the time allowed for appeal of the Step 1 answer, the Union may request a Step 2 meeting, which request shall state the reasons it desires the meeting, and which meeting may be granted in the discretion of the Grievance Board. The Grievance Board shall give its written answer within ten (10) working days of the later of its review of the grievance or the Step 2 conference, if held.

Step 3. If the grievance is not satisfactorily adjusted in Step 2, the Union may, within fifteen (15) working days after the written answer given in Step 2, in writing delivered to the other party and simultaneously mailed to the American Arbitration Association, demand arbitration and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The Union shall have the exclusive right to determine whether or not the employee's grievance shall be submitted to arbitration by the Union. The arbitration shall be held in accordance with the then applicable rules and regulations of the Association.

Section 2. Arbitrator's Authority. The arbitrator shall have authority and jurisdiction to determine the propriety of the interpretation and application of the Agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of the Agreement, or add to or subtract from the Agreement. With respect to arbitration involving

discharge or discipline of employees, the arbitrator shall determine if the discharge or discipline was for just cause, and he shall review the penalty imposed, and if he shall determine the Employer's action to be improper, inappropriate or unduly severe, he may vacate it or modify it accordingly.

Section 3. Arbitration Fees. Fees and expenses of the arbitrator shall be paid for by the party who loses the arbitration. In the event of a split decision all of the above costs shall be shared equally by the Employer and the Union. Either party may demand a stenographic transcript of a grievance arbitration hearing. The party demanding a transcript shall be responsible for making arrangements for the attendance of a reporter. The reporter's appearance fees and transcript fees shall be paid by the party demanding the transcript. One copy of the transcript shall be furnished to the arbitrator.

Section 4. Failure to Appear. If either party after due written notice of the date and time thereof shall fail to appear and present its case or defense in an arbitration hearing as scheduled, the arbitrator is authorized to hear and decide the case on the basis of any evidence presented.

Section 5. Arbitrator's Decision. No arbitrator shall have any right or authority to issue any decision or decisions awarding back pay prior to one week before the date the grievance was first brought to the attention of the supervisor under Step 1 hereof, except for clerical mistakes on wage claims for which there shall be no time limit. The decision of the arbitrator shall be final.

Section 6. Back Wages. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less compensation for personal services that he may have received from any other source, as well as any unemployment compensation he may have received.

Section 7. Time Limits. The time limits contained herein shall be deemed final. Where the Union or employee fail timely to advance a grievance to the next step, it shall be deemed settled per the Employer's last answer. Where the Employer fails to answer a grievance at any

step, it shall be deemed denied and shall automatically advance to the next step. The time limits may be shortened or extended by written agreement of the Employer and the Union.

Section 8. Written Agreements. Any written agreement reached between the Union and the Employer under the grievance procedure by their authorized representatives shall be binding upon the parties.

Section 9. Union Business. Lengthy discussions between employees and representatives of the Union, including the steward, or among themselves, concerning, disputes, shall not take place during working hours.

Section 10. Arbitrator's Written Decision. The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the conclusion of the arbitration hearing.

Section 11. Termination Grievance. Termination grievance shall be submitted at Step 2.

Section 12. Day Defined. As used in this Article, working days shall be Monday through Friday, exclusive of the Holidays set forth in Article 15.

ARTICLE 7

SENIORITY

Section 1. Acquiring Seniority. All employees shall acquire seniority upon successful completion of the probationary period. Seniority shall be by classification and date from the most recent date of hire, except as modified below in Section 3 dealing with probation when promoted to a new classification. The Employer shall prepare a seniority list by classifications once each year listing all employees covered by this Agreement and shall furnish a copy to the Union.

Section 2. Probation Period. All new employees hired into the bargaining unit, shall be probationary employees for the first four (4) continuous months of employment. The probationary period may be extended for one additional two (2) month period by mutual agreement between the Employer and the Union. Probationary employees shall not be entitled to use the grievance procedures contained in this contract and may be terminated by the Employer

with or without cause. During the probationary period, the employee shall have no seniority status and may be laid off or terminated in the sole discretion of the Employer without regard to his relative length of service, or the grievance procedure. Upon the successful completion of his probationary period the employee's name shall be added to the seniority list as of his last hiring date.

Section 3. Permanent Transfers. Whenever an opening occurs in a classification in the Unit, it shall be posted by job title at least three (3) days prior to advertising such position. All employees covered by this Agreement shall have equal opportunity to apply for such position within the posting period for such position. Such opening shall be filled by the most senior employee, who meets the qualifications of the job description for the posted position in the judgement of the Employer.

In the event no employee who applies meets the qualifications of the job description for the posted position, in the judgement of the Employer, the vacant position shall be advertised. The position will be filled by an outside applicant who meets the qualifications of the job description.

The Employer may temporarily fill any posted position prior to the permanent filling of such position.

Commencing with the effective date of a transfer, a transferred employee shall receive the rate of pay of the new classification that represents at least a five percent increase over his current pay scale. Any additional step increases shall occur on an annual basis thereafter.

The transferred employee shall be on probation in the new classification for four (4) months following his transfer thereto. By the end of the probationary period an evaluation shall be made of the transferred employee's actual qualifications and if found qualified by the Employer, the promotion shall be considered permanent. However, if found not qualified by the Employer, he shall be returned to the classification from which he was transferred. If the

Employer is arbitrary or capricious in its determination of such qualifications, same may be grieved.

Any employee promoted or transferred to a position outside of the Unit shall retain his seniority in the unit for a period of twelve (12) calendar months, should he be transferred back thereto during said period.

Section 4. Classification of Employees. Employees shall be classified as follows:

- (a) Custodians.
- (b) Groundskeepers.
- (c) General Maintenance Workers.

Section 5. Loss of Seniority. An employee shall lose all seniority rights for any of the following reasons:

- (a) The employee quits.
- (b) The employee is discharged for cause.
- (c) The employee does not return within three (3) days of a Notice of Recall.
- (d) The employee does not return to work upon the expiration of any leave of absence unless there is a reasonable excuse for a delay in reporting, said delay in any event not to exceed five (5) days. Upon an excuse acceptable to the Employer, this period may be extended.
- (e) The employee retires.
- (f) The employee is promoted or transferred to a position with the Employer outside the bargaining unit and does not return to the bargaining unit within twelve (12) months of the promotion or transfer.
- (g) The employee is laid off from work for period of twelve (12) consecutive months or for a period of time equal to his seniority, whichever is shorter.

ARTICLE 8

OTHER AGREEMENTS

The Employer agrees not to enter into any agreements or understandings with its employees covered hereby, individually or collectively, which in any way conflicts with terms and conditions of this Agreement, however the parties may enter into written letters of understanding if properly authorized by their respective agents.

ARTICLE 9

LAYOFF

Section 1. Order of Layoff. Employees in any classification shall be laid off, recalled or demoted according to their seniority within their classification.

Section 2. Bumping Rights. An employee on layoff shall have the right to displace the least senior employee who is in a lower classification provided that the senior employee is qualified to perform the work in the lower classification without any training.

An employee placed in a lower classification per the above paragraph will have ten (10) working days during which to demonstrate his ability to satisfactorily perform the work in such lower classification. If the employee fails to demonstrate his ability to perform the work required, and is subsequently laid off as a result thereof, they shall have recourse to the grievance procedure.

Section 3. Recall Procedure. (a) Employees shall be recalled in the order they were laid off, i.e., the most recently laid off will be the first to return to work. The right of recall shall only be to his former position. The right to recall, shall cease by layoff for a period of time equal to the amount of time the employee has seniority, or to a maximum of not more than two (2) years from the date of the employee's layoff, whichever is less. If an employee is rehired after such period, they shall be considered new employees without seniority.

(b) Employees who have been laid off and who, within ten (10) days after notice by certified mail to their last known address shown on the Employer's personnel records, fail to

respond as directed or decline recall, shall be presumed to have resigned and their name shall be removed from the seniority list.

ARTICLE 10

CONTRACTING WORK

The right of contracting or subcontracting is vested in the Employer. Where in the judgement of the Employer work normally done by bargaining unit employees is to be subcontracted, the Employer shall notify the Union for the purpose of discussing the proposed action. Such meeting shall be called by the Employer at least five (5) days before the contract is let (except in cases of emergency where contracts may be let immediately). After this meeting, the Employer shall in its sole discretion decide whether to contract out the work; provided that no work shall be contracted out as retaliation for union membership or activities.

Once work is subcontracted out by the Employer and the Subcontractor actually begins to perform the work, Unit employees shall not be required to work at the direction of the Subcontractor.

ARTICLE 11

JURISDICTION

Supervisors, lead men, or any other person not covered by this Agreement may perform any work customarily and regularly performed by employees covered by this Agreement, including, but not limited to, work during emergencies, instruction of employees, acts of God, experimentation, and past practice situations, or work traditionally performed by supervisory or lead personnel. It is expressly understood by the parties hereto that supervisors, lead men, or any other persons not covered by this Agreement may perform work customarily and regularly performed by bargaining unit personnel at any time, provided that no employee covered by this Agreement shall have his/her normal 40-hour work week reduced by such work.

ARTICLE 12
REPRESENTATION

Section 1. Representation. Employees may be represented by one chief steward, or one alternate steward (who shall act only in the absence of the chief steward), and whose identities shall be made known to the Employer in writing.

Section 2. General Rules. Arrangements may be made to allow the chief steward or the alternate steward time off with pay for the purpose of investigating grievances, for time specifically approved by his supervisor.

Where grievance meetings with the Employer are held during scheduled work time, the chief steward or alternate steward, if in attendance, shall be paid for the time spent in such meetings on the same terms and conditions as payments for time spent in negotiations in Section (4) of this Article.

Section 3. Bargaining Committee. The Employer agrees to recognize the Steward and the alternate Steward as members of the Bargaining Committee.

No more than two employee members of the bargaining committee will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight time hours they would have otherwise worked on a regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the bargaining committee member.

ARTICLE 13
VISITATION

Representatives of the Union shall be permitted to visit the Employer's premises during working hours on Union business upon prior verbal notice to and presentation of credentials to the Controller or in his absence the Director of the Department of Physical Plant, before meeting

with employees. The Union agrees that this privilege will not be abused and that such visits will not interfere with work. Discussions regarding disputes, grievances, or other sensitive matters shall not take place in public areas of the premises. Lengthy discussions between employees and representatives of the Union, or among themselves, concerning disputes, grievances or other sensitive matters shall not take place during working hours.

ARTICLE 14

WORKING CONDITIONS

Section 1. Pay for All Time. Employees shall be paid for scheduled time worked.

Section 2. Work Week. The normal work week shall be forty (40) hours.

Section 3. No Guaranteed Work. This Article is intended only to provide a basis for the calculation of time worked and shall not be construed as a guarantee of hours of work per day, week or month.

Section 4. Work Schedules. The hours of each employee shall be scheduled by the Employer in conformity with this agreement. The Employer agrees that it will give a minimum of five (5) working days notice of a schedule change, provided that in case of an unforeseen circumstance beyond the control of the Employer as determined by the Employer, the schedule may be changed without such notice.

Section 5. Overtime. (a) Any employee compensated for in excess of forty (40) hours in any one week shall be paid for hours worked in excess of such hours at the rate of one and one-half (1 1/2) times his straight time hourly rate, or upon agreement of the employee and his supervisor, take compensatory time off at a later date at the rate of one and one-half (1 1/2) hours off for each hour of overtime worked. In order for any employee to work in excess of their regular work week, they must receive prior approval from their supervisor. Overtime in increments less than one-half (1/2) hour shall be adjusted for using compensatory time.

(b) Overtime assignments shall be made according to the current number of overtime hours worked that calendar year (The employee with the least amount of overtime hours shall

receive the first offer), and shall be contingent upon the Employer's evaluation of the employee's ability to perform the work involved. The parties recognize the value of having certain jobs completed by the same employees who began them, and further recognize that some inequities in overtime may occur from time to time.

Overtime shall be mandatory and shall be distributed as equally and reasonably as possible. Overtime in any classification will be offered to employees in that classification first. Unless there is an emergency, a reasonable attempt will continue to be made to contact the appropriate employee first. A record will be kept of the phone numbers called and the times called. If a reasonable attempt has been made and is unsuccessful, employees from other classifications can be contacted for the overtime. Turndown of overtime will be considered as overtime hours worked.

Overtime for Special Projects will be used to equalize overtime outside of classifications. The determination of special projects is left solely to the discretion of the Employer.

Section 6. No Pyramiding. There shall be no pyramiding of overtime or premium pay. Hours paid for at an overtime or premium rate shall not be used again in the computation of other overtime compensation. If more than one (1) type of overtime or premium compensation is applicable to the same hours of work, the higher rate of compensation only shall apply.

Section 7. Lunch Hours and Breaks. (a) Each employee shall be allowed a one (1) hour unpaid lunch hour near the middle of his scheduled work shift.

(b) Each employee shall be allowed a fifteen (15) minute paid break near the middle of each four (4) hours (one-half {1/2} shift) worked.

(c) Employees assigned to work away from the normal work site, as determined within the sole discretion of the Employer, shall be eligible for reimbursement of meals, with prior approval of the department head. The meal reimbursement schedule will reflect all changes in the County Personnel Policy. Reimbursement for meals will not be provided unless an expense voucher is submitted to the Controller's Office, with the appropriate receipts attached.

Section 8. Call Back Pay. If an employee is called back to work during scheduled off duty time, he will be compensated for a minimum of two hours at the applicable rate, unless such a call back shall extend past two hours in which case they shall be paid for all hours or portions thereof worked. Provisions of this section are not applicable when call back works into the start of an employee's regular shift.

Section 9. Paycheck Distribution. Paychecks shall be distributed per past practice.

Section 10. Inclement Weather. When the Eaton County administrative offices are closed due to inclement weather, fire, flood, power failure or other extraordinary events not due to the fault or neglect of the Employer, employees covered by this Agreement who are required to work shall be paid at the rate of time and one half for all hours worked, in addition to their normal day's pay. Employees who do not work when the Eaton County administrative offices are closed due to the circumstances listed above, shall receive their normal day's pay for that day.

ARTICLE 15

HOLIDAYS

Section 1. Recognized Holidays. The following holidays shall be observed by the County:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

The holiday schedule may be adjusted by the County, provided that the number of holidays shall not fall below twelve (12).

Section 2. Eligibility. To qualify for holiday pay, an employee must be compensated for all of his scheduled hours on his last scheduled day before and his first scheduled day after the holiday.

No employee shall receive holiday pay while on unpaid leave or layoff. When an employee is on vacation, personal leave, or off due to illness, they should not be charged with the time for the day of a holiday if a holiday occurs during that period, if they are compensated by the County for the entire day before and the entire day after the holiday.

Section 3. Holiday Hours for Overtime Purposes. Holiday pay shall be eight (8) hours straight time wages; holidays shall be deemed hours worked for overtime purposes.

Section 4. Compensation for Holiday Worked. An employee working on a holiday shall receive one and one-half (1 1/2) times his regular straight time rate for all hours worked, in addition to any holiday pay he may be entitled under this Article, provided that there shall be no pyramiding of holiday pay and any other premium pay.

Section 5. Proof of Illness. Employees off sick on the last scheduled day before or the first scheduled day after the holiday may be required to submit medical proof of illness to receive holiday pay except when the employee works on the holiday.

Section 6. Scheduled But Fails to Work. Employees scheduled to work and off sick on the holiday may be required to submit medical proof of illness to receive holiday pay.

ARTICLE 16

VACATIONS

Section 1. Hours Earned Each Payroll. Permanent full-time employees shall earn vacation leave per the following schedule:

CONTINUOUS SERVICE

- A. Years 1 thru 4
- B. Years 5 thru 9
- C. Years 10+

HOURS EARNED EACH PAYROLL PERIOD (80 HRS.) OF PAID SERVICE

- 3.1 hours (2 weeks per year)
- 4.6 hours (3 weeks per year)
- 6.2 hours (4 weeks per year)

Vacation time will be accumulated on a pro-rated basis according to the number of hours worked in a bi-weekly pay period.

Section 2. Eligibility. Vacation leave hours may not be used until the employee has completed 6 months of continuous service with the County. Vacation leave can be used only after the pay period in which it is earned.

Section 3. Maximum Accumulation. No vacation leave shall be authorized or accumulated in excess of two hundred and forty (240) hours.

Section 4. Method of Taking. Whenever possible, written vacation requests shall be submitted two (2) weeks prior to the date of the requested time off. Such vacation shall receive prior approval of the Director subject to the scheduling needs of the Department.

Section 5. Payoff Upon Separation. An employee with at least six (6) months seniority who terminates his employment shall be paid an amount equal to one hundred percent (100%) of his then accrued vacation time.

Employees who leave or quit without giving at least two (2) weeks written notice waive their right to any accrued vacation time or pay.

ARTICLE 17

PERSONAL LEAVE

Section 1. Number. An employee shall be eligible for personal leave as follows:

(a) First year of employment:

1. An employee with a seniority date between January 1 and June 30 shall be eligible for 3 personal leave days upon completion of twelve (12) months employment.
2. An employee with a seniority date between July 1 and December 31 shall be eligible for one (1) personal day upon completion of twelve (12) months employment.

(b) For each calendar year thereafter an employee shall be eligible for three (3) personal leave days.

Section 2. Advance Notice. An employee may take personal leave only with prior approval of their department head.

Section 3. Lose if Not Used. Personal leave days may not be carried over to the next calendar year and are not paid for upon separation of employment.

Section 4. Not Deemed Hours Worked for Overtime. Personal leave days shall be paid as eight (8) regular straight time hours and no premiums shall apply. Personal leave days shall not be deemed hours worked for overtime purposes.

ARTICLE 18

PAID SICK LEAVE

Employees shall be eligible for paid sick leave as follows:

Section 1. Accrual. Each permanent full-time employee shall earn 3.0 hours of sick leave with pay for each completed 80 hours of service. Hours worked in excess of 80 hours in a bi-weekly pay period shall not be counted.

Section 2. Accumulation. Sick leave shall be credited at the end of the bi-weekly pay period in which 80 hours of paid service is completed.

Sick leave shall be considered available for use only in a bi-weekly pay period following the bi-weekly pay period in which it is earned.

Sick time will be accumulated on a pro-rated basis according to the number of hours worked in a bi-weekly pay period.

Paid sick leave may be accumulated to a maximum of five hundred (500) hours.

Section 3. Use. Seniority employees may take accrued paid sick leave only for scheduled time lost due to illness, injury, or pregnancy. Probationary employees shall accrue but may not take paid sick leave. Employees using sick leave shall be expected to report their absence as soon as possible but no later than one-half (1/2) hour after their scheduled starting

time. Sick leave will be deducted from the employees sick leave bank in increments of no less than one quarter (1/4) hour.

Section 4. Pay-Out of Earned Sick Leave. Any employee who retires and is immediately eligible for retirement benefits as defined by the Municipal Employees' Retirement System (MERS) shall be paid 50% of their unused earned sick days. Upon the death of an employee, the designated beneficiary shall receive 50% payment of their unused earned sick leave. The amount of pay for each such hour shall be based on the employee's most recent rate of pay.

Section 5. Medical Appointments. Seniority employees may use accrued and unused sick time for routine physicals and medical office calls when they cannot be scheduled outside regular work hours. The employee will make all efforts to conduct such business on his own personal time. Employees shall be available and report for work for all other scheduled hours before and after such medical appointments. Employees shall receive prior approval from their supervisor before taking such time off.

Section 6. Evidence of Fitness. The Employer (at it's expense) may require that an employee present medical certification of his physical or mental fitness to continue working.

Section 7. Verification. The Employer (at the employee's expense) may require a one time per sick time occurrence verification including a Physician's certificate to verify the necessity of sick leave and/or to verify that an employee is able to return to work. Such verification shall only be required if a pattern of sick leave abuse has been established or an employee has been on sick leave for three (3) days or more. The Employer (at it's expense) may require a second opinion from a Physician mutually agreed to by the parties.

Section 8. Discipline. Abuse of this Article shall be grounds for discipline, up to and including discharge.

ARTICLE 19

FUNERAL LEAVE

1) In case of death in the immediate family, non-probationary employees may be granted

a leave of absence with pay for a period of up to three (3) days, provided they attend the funeral and obtain prior approval of the Department Head. "Immediate Family" shall mean current spouse, child, brother, sister, parents, parents of current spouse, grandparents or grandchildren. Funeral leave shall not be paid for Holidays, Saturdays or Sundays.

2) In case of death for all other relatives, the day of the funeral may be taken off to attend the funeral upon receiving prior approval of the department head, with such time deducted from the employees' accumulated sick leave days.

If additional days are necessary, they may be taken upon receiving prior approval of the department head, with such time deducted from the employee's accumulated sick leave days.

3) In case of death for persons other than those described in this Article, any time taken off of work must have prior approval of the Department Head and be taken from the employee's accumulated vacation, personal, or compensatory time accumulated totals.

ARTICLE 20

JURY DUTY

Employees required to appear for jury qualification or jury service and who have been notified of such subsequent to their hire date shall be granted leave with regular pay; however, any money earned as a juror, except the money received for mileage and meals, shall be turned over to the Employer. Such hours shall not be counted for computing overtime or other premium pay. To qualify for jury duty pay, an employee must give immediate notice to his supervisor when notified of his selection by showing his Notice of Jury Duty, and must report for work immediately upon his release from jury service each day.

ARTICLE 21

LEAVES WITHOUT PAY

Section 1. Disability Leave.

a) A non-probationary employee may be granted an unpaid leave of absence by the Employer if unable to return to work once their Sickness and Accident Insurance benefits have

expired, because of continued illness, injury or disability due to pregnancy. Such leave may be for the duration of the illness, injury or pregnancy, but in no event for a period to exceed one year. Requests for such leave shall be in writing and must be accompanied by a physician's statement certifying the necessity for the leave. The Employer may continue to require updated information during such leaves.

(b) Before returning to work, the employees shall provide a physician's work authorization and must be capable of performing all of the duties listed in the job description of the position to which he is returning.

(c) All accrued paid sick, vacation and other benefits must be exhausted before unpaid sick leave will be granted.

(d) Abuse of this Section shall be grounds for discharge.

Section 2. Military Leave. Leaves of absence shall be granted to seniority employees for the purpose of fulfilling their basic training, annual field training or for other obligatory service for the period of such service in the National Guard or any branch of the Armed Forces Reserve. Requests shall be made immediately upon receipt of orders, a copy of which shall be provided to the Employer. The Employer and the Union agree that the matter of military leave of absence for an employee during the period of their military service with the Armed Forces of the United States shall be governed by applicable State and Federal Law.

Section 3. Leave for Union Business. Any seniority (non-probationary) employee elected or appointed to a full-time union office, which duty requires a leave of absence, shall be granted a leave not to exceed one (1) year.

Section 4. Education Leave. Seniority (non-probationary) employees may be granted education leaves in the sole discretion of the Employer. All such training undertaken must be job related, offered by a recognized educational facility and be approved by the employee's supervisor.

Section 5. Personal Leave. In addition to the leaves authorized above, the Department Head may authorize leave without pay for an employee for personal reasons for a period or periods of time not to exceed 10 days in any calendar year. Such personal leave may be extended for good cause, upon prior approval of the Controller.

Section 6. General.

(a) Continuation of Insurance Coverage. Employees on an unpaid leave of absence greater than thirty (30) days shall pay the full cost of their life, sickness, dental and health insurance premiums if they desire those benefits to continue while on leave, and provided that the insurance carrier permits such payment. No other benefits shall continue to accrue while an employee is on an unpaid leave of absence.

(b) Employees returning to the unit from unpaid leaves shall return by exercising their seniority; provided that employees on leaves of thirty (30) days or less shall be returned to the position from which they left, if still manned; provided further that the reinstatement of employees returning from military leave shall be in accordance with applicable Federal and State laws.

(c) Failure to return timely from a leave of absence shall be grounds for termination.

(d) All requests for leaves shall be in writing and state the reasons for an anticipated length of leave. Requests must be submitted before any leave will be considered or approved.

(e) Employees on approved unpaid leaves of thirty one (31) days or longer shall retain but not accrue seniority.

(f) Except as otherwise provided in the Article only, employees on approved unpaid leaves of thirty one (31) days or longer shall not accrue any other benefits under this Agreement.

ARTICLE 22

NEW JOBS

The Employer, within its sole and exclusive discretion, shall add any new jobs or revise any job duties as required during the term of this Agreement. The Employer shall notify the

Union in writing of any new job classification and rate at least fourteen (14) days prior to the posting. If requested by the Union, a meeting shall be held to discuss the new job classification rate. Any new jobs created during the terms of this Agreement shall be posted and filled pursuant to Article 7, Section 3, Seniority; Permanent Transfers.

ARTICLE 23

BULLETIN BOARDS

The Employer will furnish space on a bulletin board for the exclusive use of the Bargaining Unit in the Department of Physical Plant to be used only for the following notices:

- (a) Recreational and social affairs of the Union, and
- (b) Notices of Union meetings and elections.

Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Employer, and of its employees, or any labor organization or its employees, and no material, notices or announcements which violate the provisions of this section shall be posted. The Employer reserves the right to remove any offensive materials posted.

ARTICLE 24

HEADINGS

Any headings used in this Agreement are for description purposes only and neither add to nor subtract from the language of the Articles or Sections they head.

ARTICLE 25

GENDER

The use of the male gender herein shall include the female and vice versa.

ARTICLE 26

UNIFORMS AND SAFETY EQUIPMENT

Section 1. Uniforms. The Employer shall pay the full cost of providing uniforms for employees. Employees shall be required to wear uniforms.

Section 2. Safety Equipment. The Employer shall be responsible for providing proper safety equipment for employees.

(a) Shoes. The County shall provide steel toed shoes (up to \$100 per year) for employees in the Groundskeeper positions. Raingear shall be available for all employees. The County shall determine, within its sole discretion, when such equipment shall be replaced.

(b) Safety Glasses. The Employer shall provide safety glasses for employees working on tasks which require them. If an employee needs prescription safety glasses, they shall have an eye examination at their own expense. Upon presentation of a valid eyeglasses prescription to the Employer, the Employer will make the necessary arrangements to obtain and pay for a pair of prescription safety glasses. The place at which the prescription safety glasses are purchased and the type of prescription safety glasses purchased is at the sole discretion of the Employer.

ARTICLE 27

SAVINGS CLAUSE

If any article or section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement and addendums 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 28

WAGES AND CLASSIFICATIONS

Rates of pay and pay schedules as set forth in the wage schedule hereto as "Exhibit A" shall remain in effect for the life of this Agreement and shall constitute the basis of determination of wages.

ARTICLE 29

LONGEVITY

Section 1. Schedule. All regular full-time employees as of December 1 of any year, excluding anyone whose status as employee has ended prior to that date, shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following schedule:

<u>Years of Continuous Service</u>	<u>Annual Benefit</u>
At least 5 years but less than 10 years	\$200
At least 10 years but less than 15 years	\$500
At least 15 years but less than 20 years	\$800
20 years or more	\$1,100

Section 2. Payments Made. Longevity payments shall be made on the first pay day in December.

Section 3. Pro-rated Longevity Payments. Longevity pay shall be pro-rated depending on the number of months in the year during which an employee has been in each category (e.g. an employee hired on September 1 shall receive \$50 {3/12 of \$200} in the December following the completion of his fourth {4th} year of service, and \$275 {\$200 plus 3/12 of the \$300 difference between annual benefits} in the December following the completion of his ninth {9th} year of service, etc.).

Section 4. Retirement. Employees who are eligible for longevity payments and who retire on a regular or disability basis shall be paid a pro-rated payment. Said payment shall be

based on the number of months of full-time service credited to an employee from the preceding December 1.

ARTICLE 30

INSURANCES

Section 1. Health Insurance. (a) Coverage. Coverage for eligible employees shall begin on the first day of the month following thirty (30) days of employment.

All eligible permanent full time employees shall be covered by the Physicians Health Plan. This plan currently includes a co-pay of \$5.00 on the prescription drug rider. Effective January 1, 1999 the co-pay for the prescription rider will be increased to \$7.00.

(b) Payment in Lieu of Coverage. A regular, full-time employee as of September 1 of any year, excluding anyone whose status as employee has ended prior to that date, who is eligible for health insurance via another source and who executes an affidavit to that effect may elect not to be covered by the health insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A waiver agreement drafted by the County shall be executed by the employee. In the event the employee elects to forego health insurance, the County shall pay an amount of one thousand dollars (\$1,000.00) into a deferred compensation plan as selected by the employee or directly to the employee as taxable compensation. The payment shall be made on an annual basis, on the first payday of September.

An employee is eligible for full payment if they have been eligible for County paid health insurance for the prior twelve (12) month period or a pro-rated payment if they have been eligible for less than the full twelve (12) month period. Employees losing health coverage from another source shall notify the County Personnel Department in time so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following alternate coverage.

In the event a husband and wife are both employees of the County, or of any of the Courts of Eaton County, the payment provisions in lieu of health insurance coverage as stated in

the above paragraph shall apply. As long as there is a savings to the County in premium costs, a married couple can elect to have two County paid single subscriber coverages and still be eligible for the payment in lieu of health insurance (five hundred dollars (\$500.00) each).

Employees eligible for payment in lieu of health insurance and who retire on a regular or disability basis shall be paid a pro-rated payment. Said payment shall be based on the number of months of full time service credited to an employee from the preceding September 1.

Section 2. Health Insurance - Retirees.

a) Eligibility. The County agrees to provide the same health insurance coverage benefits referred to in Section 1 of this Article for all eligible employees with the County paying the appropriate health insurance premiums. Retiree's are required to apply for Medicare (Parts A and B) when they are eligible to do so. An eligible employee is one who:

- (1) Has twenty-five (25) years of service with Eaton County, and is at least fifty-five (55) years of age, and has not had any lapse in group health coverage, or
- (2) Is retired due to a duty disability as determined by MERS, or
- (3) Is an employee who retires with twenty-five (25) years of service and has not attained the age of fifty-five (55) and who maintains the Employer's group health insurance plan by paying the full amount of the premium on a prepaid quarterly basis or is continuously enrolled in some other type of group health coverage. When said employee reaches ages 55, he becomes eligible for County paid group health coverage as provided herein, provided, the employee can document continuous group health coverage from the date of retirement.

(b) Working Elsewhere After Retirement. An eligible retiree, past or present, may be employed elsewhere after retirement. If such eligible retiree's employment is with another Employer providing group health coverage, which is available at no cost and is equal to or better than the coverage provided by the County, he must secure coverage from that group. The

retiree may then return to the County's group health coverage upon his separation from the other Employer.

(c) Alternate Coverage. An eligible retiree, past or present whose spouse has group health insurance coverage from another source which is available at no cost and is equal to or better than the coverage provided by the Employer must secure coverage for the spouse from that group. The spouse may then be covered by the Employer's group health coverage upon becoming ineligible to be covered by the other source or if the alternate coverage does not continue to be equal to or better than the coverage provided by the Employer.

(d) Spouse Coverage. An eligible employee may include health insurance coverage for his spouse under the following conditions:

(1) From the date of the employee's eligibility for paid health insurance up until the annual open enrollment period for group health coverage, the County will pay 50% of the premium difference required to include the spouse with the employee paying the remaining 50% of the premium difference.

(2) For the next twelve month period, the County will pay for 60% of the premium difference required to include the spouse with the employee paying the remaining 40% of the premium difference.

(3) For the next twelve month period the County will be responsible for paying 70% of the premium difference required to include the spouse with the employee paying the remaining 30% of the premium difference.

(4) For the next twelve month period the County will be responsible for paying 80% of the premium difference required to include the spouse with the employee paying the remaining 20% of the premium difference.

(5) For the next twelve month period the County will pay 90% of the premium difference required to include the spouse with the employee paying 10% of the premium difference.

(6)

(6) The County will be responsible for the entire premium payments made thereafter.

In the event of the employee's death the spouse (at time of retirement) may continue coverage as described in this Section at the County's expense.

In the event of the death or divorce of the employee's spouse (the person married to the employee at the time of his retirement) and if the employee remarries, that new spouse may be covered at the employee's expense.

If an employee is single at the time of retirement and later marries, that new spouse may be covered at the employee's expense.

(e) A retiree may completely and totally withdraw from the Employer's group health coverage. It should be noted that in the event a retiree withdraws from the Employer's group health coverage and does not receive group health coverage benefits from another source, said retiree will not be permitted at a later date, to re-enter the Employer's group health coverage program.

f) Continuation of County's Group Health Coverage. Any employee who retires and is not eligible for health insurance coverage as described herein and (1) who is immediately eligible for retirement benefits as defined by the Municipal Employees' Retirement System (MERS) or (2) is retired due to non-duty disability as determined by MERS may remain on the County's group health insurance plan by prepaying the full amount of the premium on a pre-paid quarterly basis if permitted by the insurance carrier. Procedure for such payment will be established by the County.

Section 3. Life Insurance. The County provides life insurance coverage (\$10,000.00, effective on January 1, 1999 this amount will be increased to \$20,000.00) and accidental death and dismemberment insurance coverage (\$15,000.00, effective on January 1, 1999 this amount will be increased to \$20,000.00) for all regular full time employees. Coverage for employees shall begin on the first day of the month following 30 days of employment. The County shall

pay the entire premium costs for all such coverage. An employee may convert the County policy to a personal policy when they terminate their employment, if permitted by the insurance carrier.

Section 4. Sickness and Accident Insurance. The County provides S & A insurance coverage for all regular full time employees. The coverage will be applicable to non-work related disabilities (including pregnancies) which are covered by Health Insurance and disable an employee from performing their employment duties. The coverage is available only for employees who are temporarily disabled and have a physician's excuse indicating a projected return to work date. During the time an employee is off of work on the Sickness and Accident Program, they shall have no other employment. The coverage shall provide the following:

66 2/3% of basic weekly earnings to a maximum of \$335 (\$345 effective on January 1, 1999) for 26 weeks maximum, commencing the first day if an accident and eighth day if an illness. Increases of the weekly maximum benefit approved in the County Plan shall be applicable to the members of this Bargaining Unit.

Coverage for eligible employees will begin on the first day of the month following 30 days of continuous employment. The County shall pay the entire premium cost for all such coverage.

An employee may use accumulated sick leave to make up the difference between the S & A rate of compensation and the employee's normal rate of pay.

Before returning to work, the employee must present a doctor's certificate that they can perform all the duties of the position to which they are returning.

Section 5. Pension.

a) Benefit Program. The Employer shall continue to participate in the Municipal Employees' Retirement System (MERS B-2 – credited service at the time of termination of employment multiplied by 2.0% of final average compensation, to a maximum of 80% of final average compensation) on the same basis as it currently participates, as such plan is in effect and as it hereafter may be amended by the MERS. The employee computed contribution rate to

support the B-2 Plan is 2.7% as evidenced by the valuation and letter dated August 16, 1996 from the Segal Company. The employees' contribution rate to their Retirement Plan is 3.7%.

(b) The Plan will provide for the final average compensation being computed on the highest thirty six (36) consecutive months of earnings, divided by three (3) (Benefit FAC-3).

(c) The Plan will provide for no reduction in pension for those employees who retire and are less than 60 but at least 55 years of age with 25 years or more of credited service (Benefit F55/25).

Section 6. Dental. All employees shall be covered by a Dental Plan. Dental services will be provided with the employee paying 50% of claims and the Plan paying 50% of claims up to and a maximum of \$600 (\$1,200 effective January 1, 1999) per covered person per year.

Section 7. Right to Change Carriers. The Employer reserves the right to change insurance carriers, provided that similar benefits can be provided to the employees.

Section 8. Group Deferred Compensation Plan. The employees are eligible for a group deferred compensation plan provided by the Employer. There are three open enrollment periods each year, those being February, June and October.

Section 9. Continuation of Insurance Coverage. An employee on a layoff of thirty (30) calendar days or more shall pay the full cost of their life, sickness, dental and health insurance premiums if they want those benefits to continue, and provided that the insurance carrier permits such payments by the employee. An employee on Worker's Compensation or a disability leave covered by the County's insurance program shall continue to have the full cost of their life, sickness, dental and health insurance premiums paid for by the County for the length of their disability (not to exceed 26 weeks).

Section 10. Insurance Coverage Changes. If an employee wishes to make any change to their insurance coverage such as an address change, addition of a dependent, deletion of a dependent, etc., the County must be notified in writing, within three (3) weeks of the occurrence.

If notice of the addition of dependents is not made within the three (3) week period, the addition will not be able to be effective until the next open enrollment period.

ARTICLE 31

WORKERS' COMPENSATION

Section 1. Guidelines. The Employer shall provide Workers' Compensation coverage. The Employer's responsibility is to provide for reasonable medical or attendant care to employees who receive personal injuries arising out of and in the course of their employment. A physician will be designated by the Employer to provide such services. The injury must be immediately reported to the Supervisor regardless of the severity of the injury, so that the appropriate forms can be completed. Arrangements can then be made to see the designated physician.

After ten (10) days from the inception of medical care, an employee may treat with a physician of his own choice but he must first notify the Personnel Office of the name of the physician and his intentions to treat with such physician.

Failure to follow these procedures will result in the denial and refusal of payment on medical bills where treatment has been sought outside the proper guidelines.

Section 2. Workers' Compensation Pay. The Employer will pay an employee receiving Workers' Compensation the difference between their regular rate of pay and the Workers' Compensation payments for a period not to exceed six (6) months.

Section 3. Hazardous Work Situations. If an employee feels that he is working in a hazardous situation, he shall notify his Supervisor immediately. If the Supervisor directs the employee to continue working, and the employee still feels the situation is hazardous, a Union Steward will be summoned.

ARTICLE 32

NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under federal, state and local laws pertaining to fair employment practices as well as civil rights. Accordingly, both

parties agree that they will not discriminate against any person or persons on the basis of race, creed, color, religion, sex, age, national origin, height, weight, or handicap as required by law.

ARTICLE 33

ELECTION OF REMEDIES

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract.

If an employee elects to use the grievance procedure provided for in this contract and, subsequently elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 34

TERMINATION AND WAIVER

Section 1. Effective Dates. This Agreement shall be effective the 1st day of October, 1998, and shall remain in full force and effect through the 30th day of September, 2002. No earlier than one hundred twenty (120) days prior to the expiration of this Agreement, the parties shall, upon the call of either party, meet and agree to negotiate a new Agreement. However, it is expressly understood and agreed that the parties, upon mutual agreement, may extend the terms of the contract.

Section 2. Termination of Agreement. In the event that either party desires to terminate this Agreement, written notice of its intention to terminate must be given to the other party not less than twenty (20) days prior to the desired termination date, which notice shall not be given before the expiration date of this Agreement as set forth in the preceding section.

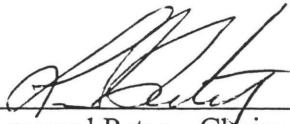
Section 3. Acknowledgement. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining, and that the understandings 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 matter, 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 they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their Officer and representatives hereunto duly authorized as of the day and year first above written.

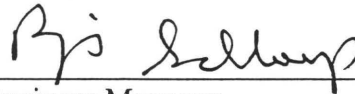
Dated at Charlotte, Michigan this 12th day of February, 1999.

FOR THE EMPLOYER

FOR THE UNION



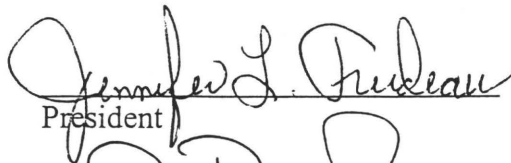
Leonard Peters, Chairperson



Business Manager



Linda Twitchell, Clerk



President



Recording Corresponding Secretary

EXHIBIT "A"

SALARY SCHEDULE

EFFECTIVE OCTOBER 1, 1998

	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Custodian	\$17,979	\$18,414	\$18,847	\$19,716	\$20,584	\$21,453
Grounds-keeper	\$19,638	\$20,100	\$20,561	\$21,484	\$22,407	\$23,330
General Maintenance Worker	\$23,743	\$24,292	\$24,633	\$25,524	\$26,414	\$27,303

EFFECTIVE OCTOBER 1, 1999

	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Custodian	\$18,518	\$18,966	\$19,412	\$20,307	\$21,202	\$22,097
Grounds-keeper	\$20,227	\$20,703	\$21,178	\$22,129	\$23,079	\$24,030
General Maintenance Worker	\$24,455	\$25,021	\$25,372	\$26,290	\$27,206	\$28,122

EXHIBIT "B"

CONTRACT RE-OPENER

Effective October 1, 2000, the Agreement shall be re-opened for the purposes of wages and the co-pay on prescription drugs. The presentation of proposals concerning the co-pay on prescription drugs is limited to a \$3.00 increase to or a \$3.00 decrease to the co-pay in effect at that time which will be \$7.00. There will not be any other contract proposals allowed to be presented or considered unless agreed to in writing by both parties.