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12/31/2002

**AGREEMENT BETWEEN THE
MONROE COUNTY DRAIN COMMISSIONER, COUNTY AGENCY AND
UTILITY WORKERS UNION OF AMERICA, AFL-CIO, LOCAL 517
TERM OF CONTRACT: 01/01/2000 TO 12/31/2002**

Monroe County Drain Commission

TABLE OF CONTENTS

| | | Page |
|------------|------------------------------------|------|
| | Agreement | 1 |
| Article 1 | Recognition, Agency Shop and Dues | 2 |
| Section 1 | Recognition | 2 |
| Section 2 | Membership in the Union | 2 |
| Section 3 | Dues Deduction | 3 |
| Article 2 | Management | 3 |
| Article 3 | Wages | 3 |
| Article 4 | Sub-Contracting | 4 |
| Article 5 | Extra Contract Agreements | 4 |
| Article 6 | Seniority | 4 |
| Section 1 | Probationary Period | 4 |
| Section 2 | Types of Employment | 5 |
| Section 3 | Definition of Seniority | 5 |
| Section 4 | Seniority List | 5 |
| Section 5 | Termination of Seniority | 5 |
| Section 6 | Layoff and Recall | 6 |
| Section 7 | Recall from Layoff | 6 |
| Section 8 | Preferred Seniority | 7 |
| Section 9 | Transfer out of units | 7 |
| Section 10 | Temporary Transfers | 7 |
| Section 11 | Job Bidding | 8 |
| Article 7 | Discharge and Suspension | 9 |
| Article 8 | Grievance Procedure | 10 |
| Section 1 | Definition of Grievance | 10 |
| Section 2 | Settlement of Grievance Step 1, 2 | 10 |
| | Settlement of Grievance Step 3, 4 | 11 |
| Section 3 | Limitations of Grievance Procedure | 11 |
| Article 9 | Leaves of Absence | 12 |
| Section 1 | Sick Leave | 12 |
| Section 2 | Family and Medical Leave | 13 |
| Section 3 | Personal Days | 15 |
| Section 4 | Personal Leave | 15 |
| Section 5 | Military Leave | 16 |
| Section 6 | Union Leave | 16 |
| Section 7 | Funeral Leave | 16 |
| Section 8 | Jury Duty Leave | 17 |
| Section 9 | Court Leave | 17 |
| Section 10 | Worker's Compensation Leave | 17 |
| Article 10 | Rights and Responsibilities | 17 |
| Section 1 | Bargaining Committee | 17 |
| Section 2 | No Strike | 17 |
| Section 3 | No Lockout | 18 |

TABLE OF CONTENTS

| | | Page |
|------------|--|------|
| Article 11 | General | 18 |
| Section 1 | Pay Period | 18 |
| Section 2 | Separability and Savings Clause | 18 |
| Section 3 | No Discrimination | 18 |
| Section 4 | New or Changed Classifications | 18 |
| Section 5 | Safety | 19 |
| Section 6 | Union Access to Work Locations | 19 |
| Section 7 | Accidents and Reports | 19 |
| Article 12 | Hours, Pay and Fringe Benefits | 19 |
| Section 1 | Hours of Work | 19 |
| Section 2 | Call-In Pay | 20 |
| Section 3 | Overtime | 20 |
| Section 4 | Mileage Allowance | 21 |
| Section 5 | Longevity Pay Plan | 21 |
| Section 6 | Proficiency Pay | 22 |
| Section 7 | Uniforms | 23 |
| Section 8 | Drug and Alcohol Testing | 24 |
| Section 9 | Miscellaneous | 24 |
| Section 10 | Holidays | 25 |
| Section 11 | Vacations | 26 |
| Article 13 | Insurance | 28 |
| Section 1 | Health Care Benefits | 28 |
| Section 2 | Voluntary Withdrawal from Health Care Plan | 30 |
| Section 3 | Dental Care Benefits | 30 |
| Section 4 | Vision Care Benefits | 31 |
| Section 5 | Life Insurance Benefits | 32 |
| Section 6 | Disability Benefits | 33 |
| Article 14 | Retirement and Retiree Health Care | 35 |
| Section 1 | Retirement Plan | 35 |
| Section 2 | Retiree Health Care Plan | 36 |
| Section 3 | Retiree Health Care Fund | 37 |
| Section 4 | Retiree Life Insurance | 38 |
| Schedule A | Wage Rate Schedules - 2000 | 39 |
| Schedule B | Wage Rate Schedules - 2001 | 40 |
| Schedule C | Wage Rate Schedules - 2002 | 41 |
| Schedule D | Classification & Max Qualification Period | 42 |
| | Terms of Agreement | 43 |

THIS AGREEMENT, made and entered into this 2nd day of November, 1999, by and between the MONROE COUNTY DRAIN COMMISSIONER, COUNTY AGENCY located in Monroe County, Michigan, party of the first part, and hereinafter termed the Employer, and the UTILITY WORKERS UNION OF AMERICA, AFL-CIO on behalf of its Local 517, party of the second part, hereinafter referred to as the Union.

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer, and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees; and of promoting and improving peaceful industrial and economic relations between the parties and their respective successors and/or assigns. The parties hereto agree with each other as follows:

ARTICLE 1

RECOGNITION, AGENCY SHOP AND DUES

Section 1. **RECOGNITION.** The Employer recognizes and acknowledges the Union as the exclusive representative for the purposes of collective bargaining with respect to rate of pay, wages, hours of employment, and other terms and conditions of employment for the term of this Agreement for all full-time employees employed by the Monroe County Drain Commissioner as County Agency for the operation of water and wastewater treatment plants and systems, and office personnel excluding the Superintendents.

"All physical and operating employees employed by the Monroe County Drain Commissioner as County Agency for the operation of waste treatment plants and water system and office personnel in the County of Monroe, but excluding Superintendents, and all other County and County Agency Employees."

Section 2. **MEMBERSHIP IN THE UNION** is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matter.

a. Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with a grant of equal benefit contained in this Agreement.

b. In accordance with the policy set forth under paragraph (1) and (2) of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of executing of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

c. If any provision of this Article is invalid under Federal Law or the Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

d. Reference to Gender: All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3. a. Deductions: The Employer agrees to deduct from the pay of each employee all dues and initiation fees of Local 517 and pay such amount deducted to said Local 517 for each and every employee, provided, however, that the Union presents to the Employer authorization, signed by such employee, allowing such deductions and payments to the Local Union.

b. Current Address: The Union/Employee agrees to keep Management informed of his/her current home address and telephone number.

ARTICLE 2 MANAGEMENT

MANAGEMENT RIGHTS. The Union and the bargaining unit recognize and agree that the Employer shall have the full authority conferred by the Resolutions of the Monroe County Board of Commissioners, State and Federal Laws and the Constitution of the State of Michigan and the United States which may not be delegated except as specifically stated and expressly provided in this Agreement, the Employer retain the sole and exclusive right to manage and operate the Drain Commissioner's operations and activities.

ARTICLE 3 WAGES

Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. Exhibit "A" sets forth the hours of work, regular working conditions, and other details of employment. It is mutually agreed that said Exhibit "A" and the contents hereof shall constitute a part of this Agreement.

ARTICLE 4
SUB-CONTRACTING

Section 1. SUB-CONTRACTORS: The Employer agrees that work or services presently performed or hereafter assigned to the bargaining unit will not be sub-contracted, in whole or in part, when proper equipment is available if a sufficient number of qualified employees in the bargaining unit are on layoff due to lack of work. The Employer may sub-contract such work where peculiar skills or specialized equipment are involved which are not available, or where the available employees and equipment cannot meet necessary time schedules, or where short-term or peak requirements necessitate the need for additional assistance because of an insufficient number of employees possessing the necessary skill or lack of necessary equipment to meet the time schedules.

Section 2. TEMPORARY OFFICE HELP: The Employer agrees that when a present full-time office employee is on an approved leave of absence it may be necessary to replace that person with a temporary office worker for the duration of the approved leave of absence. The temporary office worker shall perform clerical work only. Clerical work is defined as answering the telephone, filing, typing, data entry and opening mail. The Employer agrees not to hire temporary office help for more than ninety working days total for all temporary office help in any one year period, except by mutual agreement of the parties to this Agreement. The Employer has the right to use Seasonal Employees (see Article 6, Section 2.b) As Temporary Office Help provided the aforementioned restrictions are met. Such employee is not subject to the provisions of this Agreement and is not entitled to any of the benefits of said Agreement.

ARTICLE 5
EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE 6
SENIORITY

Section 1. PROBATIONARY PERIOD. A new employee shall work under the provisions of this Agreement but shall be a probationary employee for the first ninety (90) calendar days of employment, during which period he/she may be laid off, terminated, transferred or reclassified without regard to any provisions of this Agreement and without recourse to the grievance procedure, provided, however, the Employer will not discharge

or discipline a probationary employee or discriminate against a probationary employee by reason of union membership. After the ninety (90) calendar day probation period has expired, the employee will be placed on the seniority list as of his/her date of hire. The Employer will notify the Union of any action taken in connection with a probationary employee during the probationary period. Employees who, as of the date of this Agreement, have not completed ninety (90) calendar days of employment will be given credit for all time worked prior to the date hereof and shall be considered probationary employees for the balance of the ninety (90) calendar day probationary period occurring after the execution of this Agreement. The ninety (90) calendar day probationary period may be extended by mutual consent of the Union and the Employer.

Section 2. TYPES OF EMPLOYMENT.

- a. **Full-time Employees:** An employee shall be considered a full-time employee if he/she is regularly scheduled to perform the normal work week of not less than 37½ hours.
- b. **Seasonal Employees:** An employee will be considered a seasonal employee if he/she is hired for a summer period not to exceed one hundred twenty (120) calendar days in one calendar year. Seasonal employees are not subject to the provisions of this Agreement and are not entitled to any of the benefits of said Agreement. Seasonal employees will not perform work generally assigned to full-time employees, other than custodial work, except by mutual agreement of the parties to this Agreement. Custodial work is defined as general housekeeping and clean up, yard maintenance, and painting.

Section 3. DEFINITION OF SENIORITY. Seniority shall be defined as the employee's length of service with the Employer as County Agency from his/her last date of hire, except as otherwise set forth herein.

Section 4. SENIORITY LIST. The Employer shall prepare a seniority list setting forth the name, date of hire and job classification for each employee having seniority as of the date of this Agreement. Such lists shall be revised as of January 1 and July 1 of each year. The seniority list will be posted where notices of general interest to employees are normally posted. Any employee objecting to his/her seniority listing shall file a grievance under the grievance procedure within twenty (20) calendar days after the posting of the seniority list to which objection is made. Seniority lists shall be deemed correct and the Employer may rely upon such seniority lists for all purposes if no such objection is filed. In the event that more than one (1) employee starts to work on the same date, their respective standing on the seniority list shall be determined in accordance with their date of birth, with the older employees having the greater seniority.

Section 5. TERMINATION OF SENIORITY. An employee may have his/her seniority rights and his/her employment terminated if: (a) he/she quits; (b) he/she retires, or is retired under any retirement plan; (c) he/she is discharged for just cause; (d) he/she is

absent for three (3) consecutive workdays without sufficient reason; (e) he/she falsifies a material fact on his application for employment or gives a false reason to obtain a leave of absence; (f) he/she fails to report for work upon termination of any leave of absence without a bona fide excuse; (g) he/she fails to report to work after being notified to report to work following layoff without a bona fide excuse as in Section 7; (h) he/she is laid off for a period of two years; (i) he/she works for another employer while on any leave of absence, unless such employment is mutually agreed to, in writing.

Section 6. LAYOFF AND RECALL. When it is necessary to make a reduction in the number of employees in a job classification, the following procedure shall be used:

- a. Seasonal employees shall be laid off first.
- b. Probationary employees in the affected job classification shall be laid off next.
- c. If additional layoffs in the affected job classification are required, seniority employees shall be laid off in their reverse order of seniority if the senior employee or employees are capable of performing the work of the job classification.
- d. Seniority employees who are laid off from their regularly assigned job classification in accordance with the procedure set forth above shall have the right to exercise seniority in other job classifications in accordance with the following procedure:

(1) An employee exercising seniority under this Section following layoff from his/her regularly assigned job classification, shall displace the most junior employee then working in any other job classification whose work he/she has the present ability without training to perform.

(2) An employee displaced through the procedure set forth in (1) above, shall exercise seniority in the manner provided in (1) above.

(3) An employee affected by the layoff procedure must take the job classification to which he/she is entitled or be deemed a voluntary quit.

Section 7. RECALL FROM LAYOFF.

a. In the event employer has opportunity to recall employees from layoff, laid off employees who have not been laid off more than twenty-four (24) consecutive months shall be recalled based on seniority in the reverse order of layoff to available work as follows: first, to his/her original job classification held prior to layoff if such job is still available ; second, to any position previously held and for which he/she is qualified and physically able to perform; third, to any other position for which he/she is qualified and physically able to perform.

b. Employees who are recalled from layoff shall notify the Employer in person or by certified mail, return receipt requested, within three (3) workdays after being notified of recall whether or not he/she intends to return to work with the Employer and, if he/she states that he/she will return to work with the Employer, he/she shall report to work on the date specified by the Employer which shall not be less than seven (7) calendar days from the date of notification of recall unless otherwise mutually agreed by the Employer and

Union. If any employee fails to notify the Employer of his/her decision within the said three (3) workday period or notifies the Employer that he/she will not return to work with the Employer or having agreed to return to work, fails to report on the date specified, he/she shall be considered as having voluntarily quit and the next employee in order of seniority having the necessary ability shall be recalled to work.

c. Recalls from layoff shall be made by written notice sent by certified mail, return receipt requested, to the employee's last address of record. All employees are required to notify the Employer of their proper post office address and any other change thereof. The Employer shall be entitled to rely upon the last address shown upon its records for all purposes.

Section 8. **PREFERRED SENIORITY.** The Local Union President, Local Union Vice-President and Local Union Secretary/Treasurer, if employees of the Employer shall be granted super seniority for the purposes of layoff and recall only, and for no other purpose, during their respective term of office, and shall be the last persons laid off from their respective job classifications, and shall not be laid off to the street so long as there is any work available which they have the present ability without training to perform without regard to seniority group.

Section 9. **TRANSFER OUT OF UNITS.** Any employee who in the past, or in the future, has been or may be promoted from a job classification now included in the bargaining unit to a position outside of the bargaining unit, but who continues as an employee of the Employer, shall retain his/her seniority within his/her job classification and continue to accumulate seniority in that job classification for a period of six (6) months following date of transfer or the date of this Agreement, whichever is later. In the event that such employee does not return to his/her former job classification in the bargaining unit within such six (6) month period, his/her seniority and all rights to return to the bargaining unit shall terminate at the end of such six (6) month period.

Section 10. **TEMPORARY TRANSFERS.** In the event there is a temporary job vacancy resulting from vacations, leave of absence, temporary work increase, etc., the Employer may fill such temporary job vacancy for ten (10) workdays by transferring an available qualified employee from within the same job classification to such temporary job vacancy. After ten (10) workdays and for the balance of the period of vacancy, the temporary transfer shall be offered to the employees in the same job classification in order of seniority. The least seniority employee in the job classification must take the transfer if no senior employee wishes to transfer. In the event there is a temporary job vacancy which cannot be filled by employees within the same job classification where the vacancy occurs, the Employer may fill such temporary job vacancy by transferring an available qualified employee from another job classification to such temporary job vacancy. An employee who is transferred under this Section to another job classification shall receive the rate of pay

for his/her regularly assigned job classification or the job classification to which he/she is transferred, whichever is greater. An employee transferred under this Section shall not gain any seniority rights in the job classification to which he/she is temporarily transferred. No employee shall be transferred to fill any one vacancy for a period of more than ten (10) workdays, and no employee shall be transferred to fill any one temporary vacancy after he/she has filled that vacancy for ten (10) days, except by mutual consent of the parties.

Section 11. JOB BIDDING. Whenever a permanent vacancy occurs in any job classification covered by this Agreement and the Employer determines it necessary to fill such vacancy, the following procedure shall be followed:

a. The Employer will post notice of such vacancy for eleven (11) workdays where announcements of general employee interest are normally posted, setting forth the title of the job classification, its work location, the rate of pay and a brief description of the required duties and minimum qualifications for such job classification.

b. All employees shall be eligible to submit a bid in writing requesting consideration for a permanent transfer to the job classification where the posted vacancy exists.

c. In order to provide for continuity of operations, in the case of more than one position being posted at any one time, the Employer shall have the right to specify in the Notice of Intent to Fill a Vacancy the number of persons that may be transferred out of any one department to fill the vacancies. In case of conflicting bids by employees competing for the same or different positions, the selection shall be based on seniority.

d. Employees who have submitted timely bids shall be considered for such vacancy on the basis of their respective seniority qualifications and ability. If two or more employees possess the minimum qualifications as listed in section (e) and have relatively equal ability, the permanent transfer shall be awarded to the employee with the greater seniority. Notice of the successful bidder, if any, shall be posted within ten (10) workdays after the bidding closes, or as soon as possible.

e. For purposes of filling vacancies under this Agreement the bargaining unit must be considered to have four (4) departments: South County Water (not including certain mechanical work performed by Treatment Plant Operators), Treatment Plant Operations (including pumping plants and certain electrical and mechanical equipment which are part of the South County Water and which are assigned for operation to treatment plant personnel as a matter of judgement by the Employer), Sewer Maintenance, and Office Personnel.

f. A three step bidding procedure will be followed:

(1) Persons who have permanent positions in the department in which the vacancy has occurred will be given first consideration. Transfer will be based on the employees possession of the minimum qualifications for the classification. If two or more bids are received from within the department transfer will be based on the employee's respective ability, qualifications and seniority.

(2) If no acceptable bids are received from the employees within the department, the Employer will consider bids from employees in all other departments with employees covered by this contract. Promotion will be based on the employee's possession of the minimum qualifications for the classification. If two or more bids are received transfer will be based on the employee's respective ability, qualification and seniority.

(3) If no qualified employee is found, the Employer may fill the position from outside the bargaining unit.

g. An employee awarded a permanent transfer under this Section may be required to remain in his/her old classification until a proper replacement can be obtained. An employee awarded a new job classification under this Section shall have a period not to exceed the time set forth opposite the job classification on Schedule "D" to qualify for such new job classification. This period may be extended by mutual agreement of the Union and the Employer. The Employer may disqualify an employee prior to the completion of the stated period where lack of ability to qualify is clear. An employee who fails to qualify shall be returned to his/her former job classification without loss of seniority rights.

h. Within ten (10) workdays of the occurrence of any position vacancy, the Employer will post Notice of Intent to eliminate, to reclassify or to fill the position.

i. The successful bidder on a different job can take five days to return to his/her old job classification without penalty or losing his/her former job classification. If the employee chooses to give up the job for which he/she bid after the five days, he/she understands that the Employer is under no obligation to hold his/her old job open for him. He/She would go back to the lowest job classification in that unit.

ARTICLE 7

DISCHARGE AND SUSPENSION

Section 1. No employee shall be disciplined or discharged except for just cause.

Section 2. During any act of discipline or discharge, a Union representative must be present at the initiation of the action and, if requested by the employee against whom the action is being contemplated or taken, shall remain present throughout the action. The Employer will provide copies of any written disciplinary actions to the Union and the employee(s) simultaneously. A copy of the disciplinary action shall also be placed in the employee's personnel folder.

Section 3. The principle of progressive discipline is recognized, except in cases of serious offenses justifying immediate suspension or termination. In those instances where progressive discipline is warranted, the Employer will first warn an employee orally. If the infraction is repeated, the Employer will next give the employee a written warning. If the infraction is again repeated, the Employer shall suspend the employee for a period of from one to two weeks. Any further infractions may result in more severe disciplinary action up to and including termination of employment.

Section 4. In imposing discipline, the Employer will consider only those prior infractions which occurred within the twelve (12) month period immediately preceding the current violation. If a grievance is filed and upheld, all information will be removed from the employee's personnel file pertaining to the grievance.

Section 5. No material derogatory to an employee's conduct, service, character or personality shall be placed in an employee's personnel file unless the employee is given the opportunity to first read such material. The employee shall acknowledge his/her reading of this material by affixing his/her signature and date on the actual copy to be filed. The employee shall also have the right to have his/her written response to any disputed material placed in his/her personnel file.

Section 6. In cases of suspension or discharge, the employee shall have the right to discuss the Employer's action with a Union representative before being required to leave the premises of the Employer.

Section 7. Employees shall file a written grievance at Step 3 of the Grievance Procedure within five (5) work days of receiving any disciplinary or discharge action they consider to be improper.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1. **DEFINITION OF GRIEVANCE.** A grievance shall be deemed to exist only whenever there develops a disagreement between the Employer and one or more of the employees represented by the Union as to the interpretation or application of specific provisions of this Agreement.

Section 2. **SETTLEMENT OF GRIEVANCE.** All grievances shall be settled in accordance with the grievance procedure set forth below:

STEP 1. Any employee having a grievance shall first take up the matter with his/her supervisor. If the grievance is not settled during the workday when it is discussed as STEP 1, it shall be reduced to writing. The Employer shall answer the grievance in writing within five (5) workdays of receipt of the written grievance.

STEP 2. In the event the STEP 1 answer is not satisfactory, the Union may appeal the grievance in writing to STEP 2 within five (5) workdays after receipt of the STEP 1 answer in which case a meeting shall be held between a Local Union representative and a designated representative of the Employer within five (5) workdays of the appeal to STEP 2. The Employer shall render a STEP 2 answer within five (5) workdays following the STEP 2 meeting.

STEP 3. If the STEP 2 answer is not satisfactory, the Union may appeal the grievance to STEP 3 by requesting a STEP 3 meeting in writing within five (5) workdays after receipt of the STEP 2 answer. Such meeting shall be held between representatives of the National Union and the Local Union, together with designated representatives of the Employer, the meeting to be held within five (5) workdays of the appeal to STEP 3. The Employer shall render a written answer at STEP 3 within five (5) workdays following the STEP 3 meeting.

STEP 4. In the event the grievance is not satisfactorily settled in STEP 3, either party may request that the grievance be submitted to binding arbitration. Notice of such request for arbitration must be filed in writing with the Employer within thirty (30) calendar days after the date of the STEP 3 answer. If the grievance is not submitted to arbitration within a thirty (30) calendar day period, it will be considered closed. In the event arbitration is requested, the Employer and the Union will attempt to select an impartial third party to act as arbitrator to hear the grievance. If the parties are unable to mutually agree upon an arbitrator within ten (10) calendar days, then the party requesting arbitration shall submit a demand for arbitration to the Federal Mediation and Conciliation Service and the arbitrator shall be selected and the arbitration proceeding shall be held in accordance with the rules of the Federal Mediation and Conciliation Service in effect as of the time of such demand.

The arbitrator's fees and expense shall be paid by the party against whom the arbitrator's decision shall be rendered, provided, however, that the arbitrator in the event there is more than one issue involved, or in the event the decision of the arbitrator is not entirely in favor of one party or against the other party, shall have the right to apportion the expense of arbitration and they shall be paid accordingly by the parties. Each party shall be responsible for its own expense, if any, in connection with arbitration proceedings.

The decision of the arbitrator must be based on an interpretation of one or more of the provisions of this Agreement or any supplement or amendment therein. The arbitrator shall have no power to add to, take from, modify or alter this Agreement or any supplement or amendment thereto. Any matter submitted to arbitration over which the arbitrator has no power to rule shall be referred back to the parties without decision.

The arbitrator's decision shall be final and binding on the Employer, the Union and any employee or employees involved.

Section 3. LIMITATIONS ON GRIEVANCE PROCEDURE. The entire grievance procedure shall be subject to the following limitations:

a. No matter shall be considered the subject of a grievance unless it is reduced to writing within five (5) workdays of its occurrence or within five (5) workdays of the time the employee using reasonable diligence could have known of its occurrence. Any matter not submitted within such time limit shall not be processed through the grievance procedure.

b. In the event a grievance is not appealed or processed from a decision in any of the STEPS of the grievance procedure to the next STEP in the grievance procedure within the time limits prescribed in each such STEP, it shall be deemed to no longer exist.

c. Time limits at any level of the grievance procedure may be extended by mutual agreement of the parties.

ARTICLE 9

LEAVES OF ABSENCE

Section 1. SICK LEAVE. As of January 1, 1994, all accumulated sick leave time for employees was frozen and placed in a bank. Employees with banked sick days may utilize them for illness. Unused sick days will be maintained in the bank and the employee shall be paid for one-half (1/2) of those unused days at the same rate paid that employee when he/she terminates his employment.

Full-Time employees who have completed the new-hire probationary period shall be credited with six (6) sick days on January 1 of each year. (Employees who complete probation after January 1 shall receive pro-rated sick leave benefits during the first year of eligibility.) At the end of each year, all employees will be paid for one-half (1/2) of the unused sick days at the rate of pay for that employee at the end of that year. The remaining one-half (1/2) shall not accumulate.

Utilization of sick leave benefits is subject to the following conditions:

a. Sick pay benefits shall be paid only in cases of actual non-occupational illness or injury resulting in a disability which makes it impossible for the employee to perform his/her regular duties.

b. Sick pay benefits will not be granted before they have been earned.

c. Sick pay benefits will be paid only if the employee or someone on the employee's behalf notifies his department head not later than one (1) hour after the scheduled starting time on each day that the employee will be absent from work. In the event of a long-term period of absence due to such illness or injury, the employee shall be required only to report upon a weekly basis. Failure to report may be the cause for the denial of sick pay benefits.

d. The Employer may require a physician's certificate showing that the time off was due to actual non-occupational illness or injury and that such illness was disabling to the extent that the employee could not perform regular work duties. The requirement of a physician's certificate may be imposed at any time.

e. In the event an employee received sick pay benefits and it is subsequently established that the employee was not ill or disabled or has otherwise misused the sick pay benefits, the Employer may cancel an equal number of sick days previously accrued or to be accrued. Cancellation of sick pay benefits under this provision shall be subject to the grievance procedure.

f. The amount of sick pay benefits used by an employee will be equal to the number of regularly scheduled hours such employee would otherwise have worked during the

absence.

g. Sick leave may be used in one (1) hour increments or more however, the total hours used in a day shall not exceed the number of regularly scheduled hours an employee would otherwise have worked in a regularly scheduled day and/or for the duration of the absence.

Section 2. FAMILY AND MEDICAL LEAVE. An employee is eligible for a leave of absence under the Family and Medical Leave Act of 1993 (FMLA) if he/she has been employed for at least twelve (12) months and works at least 1250 hours during the twelve (12) month period immediately preceding the employee's request for leave or the date on which the leave commences, whichever comes first.

Upon request, an eligible employee will be granted up to twelve (12) workweeks or unpaid FMLA leave during any twelve (12) month period for one or more of the following events:

- a. for the birth of a son or daughter of the employee and to care for such child.
- b. for the placement of a child with the employee for adoption or foster care.
- c. to care for a spouse, child or parent of the employee if the former has a serious health condition, or
- d. because of a serious health condition of the employee which renders him/her unable to perform the functions of his position.

NOTE: An employee who is disabled as a result of an injury which is compensable under Article 13, Insurance, Section 6, Disability Benefits, of this Agreement shall be granted a leave of absence for the period of such disability or two (2) years, whichever is lesser. The employee's compensation and benefits during said leave shall be as provided under said Article 13, Insurance, Section 6, Disability Benefits.

The taking of a FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any employee who returns from leave to the accrual of any employment benefit during the period of the leave, or to any other right, benefit or position other than that to which the employee would have been entitled had the employee not taken the leave. Seniority shall accrue during an FMLA leave.

Employees who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored to the position of employment held by the employee when the leave commenced. If the employee's position was eliminated during the period of the FMLA leave, the employee shall be placed in the position to which he/she would have otherwise been entitled had he/she been working at the time of the position's elimination.

The Employer shall maintain coverage under any group health plan as defined by the FMLA for a period of up to, but in no event exceeding, twelve (12) weeks and at the level and under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. The Employer shall have the right to recover the premiums paid for maintaining coverage for the employee under such group

health plan during the period of the FMLA leave if the employee fails to return to work for reasons other than the continuation, recovery, or onset of a serious health condition entitling the employees to leave under subparagraphs (c) or (d) above, or other circumstances beyond the employee's control. In this situation, the Employer may require certification of inability to return to work as specified and allowed by the FMLA. If an employee's leave under subparagraph (d) above is extended beyond twelve (12) weeks, the employee shall pay the full premium cost for maintaining coverage under any group health plan during the period of such extended leave.

If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse, child or parent who has a serious health condition, or because of a serious health condition of an employee which renders him/her unable to perform the functions of his/her position, the employee may, at his/her option, utilize accrued paid time off. Upon exhaustion of all paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month period. For example, an employee who requests a leave at the start of the twelfth (12th) month following the date of birth or placement is entitled to only four (4) workweeks of unpaid leave.

Spouses, both of whom are employed by the Employer, are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for the birth/care of their child, placement of their child for adoption or foster care, or for the care of a parent with a serious health condition. However, each employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for his/her child, spouse or parent residing in the employee's household who is suffering from a serious health condition.

An eligible employee who foresees that he/she will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify the Employer, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

An eligible employee who foresees the need for a leave of absence due to planned medical treatment for his/her spouse, child or parent should notify the Employer, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to the Employer's operations. Such employee must also give at least thirty (30) calendar days written notice unless it is impractical to do so, in which case the employee must provide as much written notice as circumstances permit.

If the requested leave is to care for a spouse, child or parent who has a serious health condition, the employee may be required to file with the Employer in a timely manner a

health care provider's statement that the employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time that the employee is needed for such care.

A leave taken under subparagraphs (a) or (b) above shall not be taken intermittently or on a reduced leave schedule unless the Employer and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under subparagraph (c) above may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that were such leave is foreseeable based upon planned medical treatment, the Employer may require the employee to transfer temporarily to an available alternative position offered by the Employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.

An employee on an approved FMLA leave must keep the Employer informed regarding his status and intent to return to work upon conclusion of the leave.

In any case in which the Employer has reason to doubt the validity of the health care provider's statement or certification for leaves taken under subparagraphs (c) or (d), the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.

The foregoing provisions are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that any of the foregoing provisions provide less benefits than those provided by the Act, the provisions of the Act shall control.

Section 3. PERSONAL DAYS. Effective January 1, 1997, regular full-time seniority employees who have completed one (1) year of service shall be entitled to five (5) personal days off, with pay, each calendar year. Such days cannot be carried over from one year to the next. Any unused personal days shall be forfeited.

Section 4. PERSONAL LEAVE. Regular full-time seniority employees with six (6) months or more seniority may also be granted an unpaid personal leave of absence by mutual agreement of the Employer and the Local Union. The maximum period for a personal leave of absence shall be for thirty (30) calendar days, but the period may be extended by mutual agreement of the Employer and the Union. Applications for personal leave shall be in writing and shall set forth the reason for the leave. Employees granted a personal leave shall be subject to the following provisions:

- a. Upon return from a personal leave, the employee shall be reinstated at the same pay level and position as the employee held at the time the leave was granted.
- b. The employee may be required to submit to a physical and/or mental examination at the conclusion of the leave.
- c. The employee must keep the Employer informed of any change in status or any change

in the conditions which caused the request for the leave.

d. The employee must not engage in any gainful employment during such a leave.

e. Vacation time, holiday pay, sick leave, longevity pay, and other employee benefits shall not accumulate or be paid during a leave of absence, except that all employer paid insurances will be paid for a maximum of thirty (30) calendar days. The employee's benefit status shall be frozen as of the date the leave commences and those benefits shall be reinstated upon the employee's return to work following termination of the leave. However, employees desiring to continue their group Blue Cross/Blue Shield, Dental, Optical and/or Life Insurance coverage may do so at their own expense if the leave is granted for a period exceeding thirty (30) days.

Section 5. MILITARY LEAVE. Employees who enter the Armed Forces of the United States while employed by the Employer shall be given all benefits accorded them by applicable state and federal law.

Section 6. UNION LEAVE. The Employer will grant a Union leave of absence to any employee covered by this Agreement for the purpose of attending an official union convention, provided he/she receives two (2) weeks advance notice in writing of the request for such leave. Not more than three (3) employees shall be entitled to leave under this Section at any one time if mutually agreeable with the Union and the Employer. Such leave shall be without pay and if the leave is for a period of less than thirty (30) days, seniority and fringe benefits will accumulate. If the leave is for more than thirty (30) calendar days, vacations, holidays, sick leaves, insurance and other employee benefits shall not accumulate or be paid during such union leave, and benefit status shall be frozen as of the date of the commencement of the union leave and upon termination of the union leave such benefits shall be reinstated to the employee.

Section 7. FUNERAL LEAVE. An employee will be granted funeral leave without loss of pay up to a maximum of three (3) scheduled workdays occurring between the day of death and the day of the funeral of a member of the employee's immediate family. Funeral leave is granted to permit the employee to attend the funeral of the designated relative. The employee will not be compensated under this Section if he/she does not attend the funeral or would not have been scheduled to work at the time the death occurs or at the time the funeral takes place. Reasonable evidence of proof of attendance of the funeral may be required. For the purposes of this Section, "immediate family" means: father, mother, step-parents, spouse, child, step-children, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. One (1) day funeral leave shall be granted with pay for death of a brother-in-law, sister-in-law, spouse's grandparent, and step-grandchildren. The Four (4) hour funeral leave with pay may be granted at the discretion of the Drain Commissioner for death of a fellow agency employee. Pay for each

day of absence under this Section shall be computed at the employee's hourly rate of pay which he/she would have received if he/she had worked for the number of hours which he/she was scheduled to work on the day of absence.

Section 8. JURY DUTY LEAVE. If a seniority employee is summoned and reports for jury duty, such employee shall be paid the difference between the jury duty fee received for such jury service and the employee's then hourly rate of pay which he/she would have received if he/she had worked for all the time actually lost. Time spent on jury duty shall be considered as time worked for purposes of this Agreement and an employee's benefits status shall not be interrupted by reason of such jury leave.

Section 9. COURT LEAVE. An employee subpoenaed as a witness to testify in connection with any matters arising out of his/her employment shall be granted time off for such testimony without loss of pay or benefits status. Any witness fees received by the employee resulting from this leave shall be paid back to the Employer.

Section 10. WORKER'S COMPENSATION LEAVE. An employee disabled due to a work related injury which is compensable under the Michigan Workers' Compensation Act shall be granted a worker's compensation leave of absence for the period of such disability and shall be entitled to receive the applicable workers' compensation benefits required by law. Medical and life insurance will be continued for the duration of the period of disability. Holidays, sick pay and other employee benefits shall not accumulate or be paid during such compensation leave, except that an employee may use sick days for the first seven (7) non-compensated days of absence but shall be repaid such sums if the absence exceeds fourteen (14) days. Seniority shall continue to accrue during such leave. Vacations will be paid based upon the difference between workers' compensation payments and wages. Longevity and vacations shall accrue during a worker's compensation leave.

ARTICLE 10 **RIGHTS AND RESPONSIBILITIES**

Section 1. BARGAINING COMMITTEE. The employee shall be represented by a bargaining committee of three (3) members who shall be elected in any manner determined by the employees. All members of the bargaining committee shall be seniority employees of the Employer.

Section 2. NO STRIKE. In no event will the Union cause, authorize or permit its members or empower any of its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slow-down, stoppage, interruption of or impeding of work or curtailment of or interference with any operation of the Employer in any building, office, grounds, or facility of the Employer during the term of this agreement or during any period of time while negotiations are in progress between the Union and the

Employer for the continuance or renewal of this Agreement. In the event any one or more members of the bargaining unit shall fail to observe in any way the responsibility set forth above, the Union shall immediately instruct the involved employees that their conduct is in violation of this Agreement and that they are subject to disciplinary action by the Employer, up to and including discharge, and instruct all such persons to immediately cease the offending conduct.

Section 3. NO LOCKOUT. The Employer agrees that it will not lock out any employees in the bargaining unit during the term of this Agreement or during any period while negotiations are in progress between the Union and the Employer for the continuance or renewal of the Agreement.

ARTICLE 11

GENERAL

Section 1. PAY PERIOD. Employees will be paid every other Friday. One week of wages is withheld to provide the necessary time to prepare the payroll. Payment shall be made by check or through direct deposit. The employee shall also be provided an itemized statement of his/her earnings and all deductions made for any purpose.

Section 2. SEPARABILITY AND SAVINGS CLAUSE. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect, but the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

Section 3. NO DISCRIMINATION. The Employer and the Union agree that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination on the basis of age, sex, marital status, race, color, height, weight, handicap, religion, national origin, or political affiliation, except as otherwise provided by state or federal law. The Union shall share equally with the Employer the responsibility for applying the provisions of the Agreement.

Section 4. NEW OR CHANGED CLASSIFICATIONS. Should a new classification be created by the Employer, another classification brought within the jurisdiction of the Agreement, or substantial changes occur to existing classifications, the Employer shall establish a temporary rate of pay for that job at the time of the initial transition. The Union will submit its intent in writing to negotiate new rates of pay for such classifications. If no agreement has been reached at the end of sixty (60) calendar days after the first meeting between the Employer and the Union on the rate of pay for such classification, the matter shall then be processed through the grievance procedure.

Section 5. SAFETY.

- a. The Employer and the Union will cooperate so as to insure that reasonable rules are made for safety and health of employees during the hours of their employment.
- b. The Employer may hold general meetings of employees during regular working hours at such times and with such degree of frequency as the Employer may deem necessary and appropriate. The purpose of such meetings will be to promote safety and training techniques for employees in connection with their work.
- c. The Employer shall provide the employees with tools and equipment necessary to perform their work where necessary.
- d. The Employer will not require employees to use equipment or to operate equipment on the streets and highways that is not in safe operating condition or is not equipped with the safety appliances prescribed by law. An employee shall not be required to perform work which will endanger his/her life and it shall not be a violation of this Agreement if the employee refuses to operate unsafe equipment or perform unsafe work unless such refusal is unjustified. Employees who knowingly operate unsafe equipment or fail to report to the Employer unsafe working conditions or unsafe equipment as soon as practicable, shall be subject to disciplinary action.

Section 6. UNION ACCESS TO WORK LOCATIONS. The Employer agrees that it will allow properly accredited representative of the Union access to the work locations at any time for the purpose of policing the terms and conditions of this Agreement.

Section 7. ACCIDENTS AND REPORTS. Any employee involved in an accident during his/her working hours or relating to his/her employment shall report said accident to his/her supervisor as soon as possible, but in all events not later than the employee's next regular scheduled work day. Such report shall set forth the nature of the accident, the physical injury, if any, sustained, the witnesses to the accident and such other details as may reasonably be requested by the Employer. The employee shall make out an accident report in writing on forms furnished by the Employer and shall file such report with his/her supervisor. Failure to comply with these provisions shall subject such employee to disciplinary action by the Employer.

ARTICLE 12

HOURS, PAY AND FRINGE BENEFITS

Section 1. HOURS OF WORK

- a. **WORKDAY/WORKWEEK.** For purposes of computing overtime compensation for every job classification except the Main Office personnel, the regular workday shall consist of eight (8) hours in a twenty-four (24) hour period beginning at the regular starting time of an employee's shift; and the regular workweek shall consist of forty (40) hours, consisting of five (5) consecutive workdays within a calendar week beginning at 12:01 a.m. Monday. The regular workday at the Main Office shall consist of Seven and one-half (7

½ hours) in a twenty-four (24) hour period, consisting of five (5) consecutive workdays within a calendar week beginning on Monday at 8:00 a.m. until 4:30 p.m. each day.. This provision shall not be construed as a guarantee of any number of hours of work per day or per week or per year, provided, however, in the event the Employer scheduled an employee for work on Monday of any workweek, then any such layoff shall become effective as of the beginning of the next workweek.

b. The Employer shall establish the working hours for the employees. The work schedule shall be posted from time to time where notices of general interest are posted.

c. Employees will be permitted to eat lunch during regularly scheduled working hours provided they remain at their station or work site. Employees at the Main Office will be permitted one (1) hour unpaid lunch hour during their shift. Rest periods will be allowed in the morning and the afternoon, and will be taken on the job at reasonable and convenient times so as not to interfere with the work.

d. In the event any of the treatment plants covered by the bargaining unit is placed on a seven (7) workday basis, employees scheduled for such seven (7) day operations shall receive one and one-half (1½) times rate of pay for his/her job classification, or other applicable rate of pay for all hours worked on the employee's sixth and seventh day in his/her workweek and for holidays and shall not receive overtime compensation for work on Saturdays and Sundays unless such days are the employee's sixth and seventh day. Overtime is calculated on time worked over and above the basic forty (40) hour workweek. Eligibility for overtime is at the authorization of the plant superintendent.

Section 2. CALL-IN PAY

a. Any employee called into work on an unscheduled basis on Saturday, Sunday, or any holiday designated as a paid holiday under the terms of this Agreement, shall be guaranteed three (3) hours pay at the rate specified under "OVERTIME" and at the same rate for all hours of work actually performed in excess of said three (3) hours. In the case of work which is scheduled to be performed on Saturday, Sunday, or paid holidays as designated in this Agreement, there shall be no guarantee of the number of hours of work, but such employee shall receive pay for actual time worked on such days in accordance with the other applicable provisions of this Agreement. Employees called to work outside of their scheduled work hours and who use their own motor vehicle to report for such work shall be entitled to receive mileage at the rate of thirty-one cents (31¢) per mile or current agency rate, round trip.

b. Any employee called to perform work before or after but not in continuation with his/her daily work schedule, will be guaranteed a minimum of three (3) hours pay at the overtime rate. An employee called in prior to or held over after his/her regularly scheduled shift, shall not be required to take time off to compensate for such extra hours worked.

Section 3. OVERTIME Effective January 1, 1976, overtime work shall be distributed equally among qualified employees within the various job classifications and work areas

within the various job classifications so far as is practicable. Distribution of overtime among treatment plant operators shall be within the respective treatment plants. If the overtime is planned overtime, it must be worked by the necessary number of employees who are junior in the job classification involved. If the overtime work is emergency overtime, employees assigned to overtime work by the Employer shall accept such overtime assignment and must report promptly to the assigned work area upon receiving the assignment.

a. When the Employer requires an employee to work more than forty (40) hours per work week at Water and Wastewater System locations or thirty seven and one-half (37 ½) hours at the Main Office location, the employee shall be compensated for such additional hours at one and one-half (1½) times the rate of pay of his/her job classification or other applicable wage rate.

b. When the Employer requires an employee to work more than eight (8) hours or seven and one-half (7 ½) hours at the Main Office in any one workday, such employee shall be compensated for such additional hours at the rate of one and one-half (1½) times the rate of pay of his/her job classification or other applicable wage rate.

c. Employees who are to work Saturdays and/or Sundays on scheduled basis will receive one and one-half (1½) times the rate of pay for their job classification. Employees called out on an emergency basis will receive one and one-half (1½) times the rate of pay for their classification on weekdays and Saturdays and two (2) times the rate of pay for emergency call-in on Sundays. Employees required to work on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving or Christmas Day will receive two (2) times the rate of pay for their classification, but employees required to work on all other paid holidays as designated in this Agreement will receive one and one-half (1½) times the rate of pay for their job classifications. Holiday pay for employees eligible under Section 6 shall be paid in addition.

d. Overtime premium payments shall not be duplicated for same hours worked under any of the provisions of this Article.

Section 4. MILEAGE ALLOWANCE. Employees, when required to use their private vehicles in the performance of their assigned duties, shall be paid for actual trip mileage at the rate of \$0.31 per mile, subject to such terms, conditions and limitations as established from time to time by the Employer.

Section 5. LONGEVITY PAY PLAN All employees who are hired on or after January 1, 1997, shall not be covered by this Article. Full-time employees on the County Agency payroll as of before December 31, 1996 and covered by this Agreement shall be entitled to longevity pay subject to the following eligibility requirements:

a. An employee must have at least five (5) years of continuous service and receive compensation for at least 1,500 hours during the twelve (12) month period immediately preceding December 1 of each calendar year in order to be eligible for longevity pay..

b. Longevity pay shall be based upon the number of years of continuous service an employee has worked for the County Agency determined as of December 1 of each calendar year and shall be in the amount of \$125.00 for the first five years of continuous service, and \$25.00 for each year of continuous service thereafter.

c. Employees shall not be entitled to any longevity pay if their employment or seniority with the Employer is terminated for any reason prior to December 1 of any calendar year.

d. An Employee who retires under Article XX, Retirement and Retiree Health Care, or dies shall be entitled to prorated longevity benefits if all other requirements are met. The pro-rated longevity pay will be based upon the time from December 1 to the day of retirement or death.

e. Longevity payments will be included with the employee's regular paycheck.

Section 6. PROFICIENCY PAY Wastewater treatment plant Foremen, operators, and instrument and electronic technicians will be eligible for proficiency pay for obtaining State licensing as a Sewage Treatment Works Operator by the State of Michigan. Proficiency pay for various levels of licensing shall be paid at the following amount for that level of license granted as follows:

D License - \$250.00 per year

C License - \$500.00 per year

B License - \$750.00 per year

A License - \$1,000.00 per year

Employees assigned to South County Water Operations, and also employees assigned to Treatment Plant Operations who as part of their duties are responsible for maintenance and servicing of pumping plants and electrical and mechanical equipment which are part of South County Water, shall be eligible for proficiency pay for obtaining Water Distribution, Pumping & Storage, and Filtration Licenses as issued by the State of Michigan. Proficiency pay for obtaining such licenses shall be paid as follows for that level of license granted:

| | |
|------------------------------|----------------------------------|
| Pumping & Storage | D4 License - \$250.00 per year |
| | D3 License - \$500.00 per year |
| | D2 License - \$750.00 per year |
| | D1 License - \$1,000.00 per year |

| | |
|---------------------|----------------------------------|
| Distribution | S4 License - \$250.00 per year |
| | S3 License - \$500.00 per year |
| | S2 License - \$750.00 per year |
| | S1 License - \$1,000.00 per year |

Filtration
F4 License - \$250.00 per year
F3 License - \$500.00 per year
F2 License - \$750.00 per year
F1 License - \$1,000.00 per year

Vehicle Mechanic

For each certified mechanic's license as listed below obtained by the employee, the employee will be compensated at the rate of \$250.00 with a maximum payment of \$2,000.00 for all eight (8) certified licenses

| | | |
|-----------------------|-------------|----------------------------|
| Suspension & Steering | Brakes | Engine Performance |
| Engine Repair | Electrical | Heating & Air Conditioning |
| Transmissions | Drive Lines | |

Electrician

An employee who has obtained experience and certification as an electrician, shall be compensated at the rate of \$1,000.00 for Journeyman License with 2 years experience and \$1,000.00 additional for the obtaining of the Master Electrician License.

Payment shall be made in a lump sum, less applicable withholding, and shall be paid during the month of November.

Employees shall receive one-half the above sum in the year that they first obtain licensing, and the full amount each year thereafter. New hires who are already licensed shall receive one-half the above during their first calendar year if hired after June 1 of that year, or the full amount if hired prior to June 1. To be eligible, the employee must be actively employed on the Employer's payroll as of the end of the first pay period ending in November.

The employee must present the Employer with a copy of the license or notice of certification from the secretary of the licensing board in order to be eligible.

When an employee improves himself/herself from one licensing step to one higher, he/she shall be paid the base amount for the previously held license plus one-half of the amount of the increase for which he/she is eligible in the year the license is obtained.

No proficiency pay will be given for lagoon operation licensing.

At such time that an operator accepts permanent transfer to a position not covered by the proficiency pay provision, all payment for proficiency pay shall cease.

Section 7. UNIFORMS Full-time seniority employees shall have the options for work attire:

a. The employee will be furnished up to eleven (11) uniforms per two week period at the Employer's expense with a uniform service company;

OR b. The employee will be allowed a yearly clothing and work shoe allowance of \$350.00 with the employee responsible for the laundry of the clothing.

AND c. The employee will be allowed once per the contract period an allowance of \$170.00 to purchase a winter Carhart type jacket and a Carhart type insulated suit consisting of Jacket and bib pants and winter type insulated boots.

The above noted allowances allow purchase up to the stated amount. Reimbursement will be made after presentation of the receipts for purchase of the articles of clothing. An employee is allowed only one choice during a calendar year. If a change is desired for the upcoming calendar year, the employee will notify the Monroe County Drain Commissioner or Deputy Drain Commissioner in the form of a letter by December 1st if such employee desires a change in the provision of work attire. The Employer shall have the right to require uniforms or the purchased clothing to be worn.

As a part of the work attire, employees are expected to have in their possession clip-a picture ID badge. When performing any duty involving the public, the picture ID badge should be worn where visible to the public.

Section 8. DRUG AND ALCOHOL TESTING. The Employer and the Union have a vital interest in maintaining safe, healthful and efficient working conditions for its employees. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to all those who work with the user. Therefore, the Employer may require a breathalyzer or urinalysis upon reasonable suspicion that the employee is under the influence of drugs or alcohol. If the screening determines that the employee is under the influence of drugs or alcohol, the employee is subject to discipline, up to and including termination of employment.

The foregoing provision shall become effective on the date the Employer adopts an Employee Assistance Program.

Section 9. MISCELLANEOUS

a. As of January 1, 2000, each employee will be placed on Schedule A, as of January 1, 2001, each employee will be placed on Schedule B and as of January 1, 2002, each employee will be placed on Schedule C in accordance with his/her length of service, as of that date, in the classification which he/she holds on that date, and employees with less than twelve (12) months of service in that classification shall thereafter move up on the Schedule at the appropriate time determined from the last date of entry into the classification. Wage adjustments based upon changing from one rate to another shall commence as of the length of service entitling him/her to a wage adjustment.

b. A new employee will be hired at the start rate for the classification to which he/she is assigned but at the Employer's discretion a new hire may be placed in one of the higher progression rates based upon his/her previous experience.

c. An employee who bids for and is awarded another classification under the bidding procedure shall be placed in the "after 6 months" rate for that classification and progress through the wage schedule for the new classification in accordance with his/her length of service thereafter in the new classification(See Article 12, Section 9,d). At the inception of

a classification, an employee transferred from a classification differing only as to shift time shall be placed in a wage schedule for the new classification in accordance with his/her length of service in the old classification.

d. As an exception to Article 12, Section 9 c, the Employer may place a successful bidder in the nine (9) month or Top Rate if he/she has prior experience. Such placement shall be within the Employer's discretion.

e. An employee who fills a temporary job vacancy shall be placed in the "after 6 months" rate for that classification unless the rate for his/her regularly assigned job classification is greater.

f. In instances during the normal working hours of Monday through Friday, day shift, where the next highest seniority employee must perform the duties of the foreman/leadman in the absence of the foreman/leadman, he/she will receive the difference from his/her existing pay rate to the foreman/leadman pay rate. No foreman/leadman pay will be paid on Holidays or Weekends except in the case of an emergency call-in. In the case of an emergency call-in where two or more employees have been called in, the employee with the highest seniority will receive the difference in pay rate from his/her existing pay rate to the foreman's pay rate.

Section 10. HOLIDAYS

a. A full-time seniority employee who meets all of the eligibility requirements set forth in this Article shall be eligible for holiday pay for the following holidays:

1. New Year's Day (January 1st)
2. Martin Luther King Day (Monday most contiguous to January 15th)
3. President's Day (Third Monday in February)
5. Good Friday (After 12 noon to end of regular scheduled shift)
6. Memorial Day (Last Monday in May)
7. Independence Day (July 4th)
8. Labor Day (First Monday in September)
9. Veteran's Day (November 11th)
10. Thanksgiving (4th Thursday in November)
11. Day following Thanksgiving
12. Christmas Day (December 25th)
13. If December 24th and December 31st fall on Monday, Tuesday, Wednesday, Thursday or Friday, the day shall be considered a holiday and eligible employees shall receive holiday pay.

Any holiday falling on Saturday will be handled as follows: A scheduled workday fixed by the Monroe County Board of Commissioners, or designated by the Employer if not fixed by the Board of Commissioners.

b. Full-time seniority employees shall be entitled to the above holidays off without loss of pay, provided they meet all of the following eligibility rules.

- (1) The employees must work the last scheduled workday before and the next

scheduled workday after the holiday, or the day of observance of the holiday, unless the employee is absent by reason of pre-approved vacation, pre-approved personal time, funerals, hospitalization, and other reasons specifically approved by the Employer.

(2) The employee would have otherwise been scheduled to work on such day if it had not been observed as a holiday.

(3) Employees eligible for holiday pay shall receive eight (8) hours pay or seven and one-half (7 ½) hours pay for Main Office personnel for each of the specified holidays computed at the regular hourly rate of pay.

(4) When any of the holidays fall on Sunday and the following day is observed as a holiday by the County of Monroe, the actual date of the holiday shall be considered as the holiday for the purpose of this holiday pay Article, rather than the day of observance.

(5) In the event an employee is laid off or goes on an approved leave of absence during the workweek in which a holiday occurs, or is recalled from layoff or returns from a leave of absence during the workweek in which a holiday occurs, he/she shall be eligible to receive holiday pay even though he/she fails to meet each of the eligibility requirements set forth above.

Section 11. VACATIONS

a. The Monroe County vacation policy dated January 1, 1976, and as revised by the County of Monroe in 1981, will be followed for determining accrued vacation and is as follows. The effective date of which for purposes of this Agreement shall be January 1, 1977 and subject to the following qualifications to that schedule.

b. For the purpose of determining length of continuous service, an employee shall be credited with a full month of service if he/she received at least fifteen (15) days pay within a calendar month. Time lost by an employee by reason of absence without pay or time otherwise not worked or paid for, except short term military leave of two (2) weeks or less for National Guard or military reserves, shall not be considered in computing earned credits for vacation but an employee shall have paid holidays, paid vacations, personal days, workmen's compensation leave days provided the employee has actually worked at some time within ninety (90) calendar days, and paid sick leave, except when receiving long and/or short term disability benefits as defined under Article 13, Section 6 (Disability Benefits), credited as time worked for the purpose of this Section.

c. Vacation schedules shall be set up so as to permit the continued operation of the Employer's functions without interference with the efficiency of such operations. Employees will be given preference according to seniority to select available vacation periods. Vacation schedules shall be posted and after selections have been approved, they shall be final except for emergencies. No special vacation pay will be made but checks will be issued as of the normal pay dates as they occur. Vacation pay shall be determined as of the employee's current salary at the time the vacation is taken.

d. In the event of an employee's death, voluntary quit, discharge for just cause, or other separation from employment for any reason, any unused vacation pay earned as of his/her

anniversary date immediately preceding such termination, but not taken as of the date of termination, will be paid as part of his/her final wages.

e. In the event a vacation period contains a holiday, the employee shall make prior arrangements with his/her department head to either have one additional day added to his/her vacation or schedule one additional vacation day off at a subsequent time.

f. If in the judgement of the Employer an emergency exists, the Employer may cancel an employee's scheduled vacation. In the event that an employee's scheduled vacation is canceled, the employee shall have the option of rescheduling his/her vacation, or in the alternative, request and be paid, in addition to his/her regular wages, a sum equal to his/her wages at his/her regular rate at the time of the scheduled vacation for the period of the scheduled vacation. An employee who has his/her vacation canceled by virtue of this Section shall also be reimbursed for such sums of monies as he/she may have lost by way of forfeiture of reservation fees or deposits upon accommodations or travel arrangements made in anticipation of his/her scheduled vacation. Loss of deposits or reservation fees shall be substantiated, in writing, to the satisfaction of the Employer prior to reimbursement payment.

g. Employees will be given preference in the selection of vacation times according to departmental seniority. Employees who have made their request at least thirty (30) calendar days prior to the requested time may not be bumped by a more senior employee wanting the same time off either in whole or in part with less than thirty (30) calendar days notice. Vacation requests shall not be reasonably denied.

ANNUAL LEAVE SCHEDULE

Effective September 1, 1981

Annual leave time for employees working eight (8) hours during each twenty-four (24) hour period is earned each calendar year on the basis of the number of months in the year the employee is in any of the following categories of time elapsed since the date of hire:

| <u>TIME SINCE HIRE</u> | | | | | | <u>LEAVE EARNED</u> | | | | | |
|--|-----|---|---|------|---|-----------------------------|------|---|---|---|---|
| 6 Calendar Months | | | | | | 40.0 Hours | | | | | |
| From 7 Calendar Months to 18 Calendar Months | | | | | | 5.5 Hours Per Month in Year | | | | | |
| " | 19 | " | " | 60 | " | " | 7.0 | " | " | " | " |
| " | 61 | " | " | 84 | " | " | 8.5 | " | " | " | " |
| " | 85 | " | " | 144 | " | " | 10.0 | " | " | " | " |
| " | 145 | " | " | 180 | " | " | 12.0 | " | " | " | " |
| " | 181 | " | " | 240 | " | " | 13.5 | " | " | " | " |
| " | 241 | " | " | over | " | " | 17.0 | " | " | " | " |

Annual leave time for employees working seven and one-half (7.5) hours during each twenty-four (24) hour period is earned each calendar year on the basis of the number of months in the year the employee is in any of the following categories of time elapsed since

the date of hire:

| <u>TIME SINCE HIRE</u> | | | | | | <u>LEAVE EARNED</u> | | | | | | |
|------------------------|---|---|---|------|---|-----------------------------|------|---|---|---|---|---|
| 6 Calendar Months | | | | | | 37.5 Hours | | | | | | |
| From | 7 Calendar Months to 18 Calendar Months | | | | | 5.0 Hours Per Month in Year | | | | | | |
| " 19 | " | " | " | 60 | " | " | 6.5 | " | " | " | " | " |
| " 61 | " | " | " | 84 | " | " | 8.0 | " | " | " | " | " |
| " 85 | " | " | " | 144 | " | " | 9.5 | " | " | " | " | " |
| " 145 | " | " | " | 180 | " | " | 11.0 | " | " | " | " | " |
| " 181 | " | " | " | 240 | " | " | 12.5 | " | " | " | " | " |
| " 241 | " | " | " | over | " | " | 16.0 | " | " | " | " | " |

Leave may be taken up to the number of hours accrued in the calendar year up to the first day of the month leave begins, plus unused hours earned during the preceding year only. The minimum vacation period, at any one time, is to be one (1) hour. Vacations can only be carried forward one additional year. Any vacation not taken within a two-year period will be forfeited, except as otherwise approved in writing by the Employer.

ARTICLE 13
INSURANCE

Section 1. HEALTH CARE BENEFITS.

a. Effective 01/01/2000, the Employer agrees to provide each regular, full-time seniority employee and their eligible dependents* the traditional Blue Cross/Blue Shield (PSG-1, hospital, medical, surgical benefits with Master Medical Option -5 (\$150/300; 80/20%), with mammograms, pap-smears, FAE-RC, Hospice, Inc. Case Mgmt., preferred RX \$10.00 co-pay generic mandate (mail order drugs at 50% of co-pay), the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan with preferred Rx \$10 co-pay generic mandate, the Blue Care Network of Michigan (BCN-1) Plan, or the Paramount Health Care of Michigan (PHC-1), or other plans designated by the Employer which provide equal or better coverage, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plans. Coverage shall commence on the employee's ninetieth (90th) day of continuous employment. Employees who select the Blue Cross/Blue Shield Traditional Plan shall pay the difference between the illustrated premium cost of said Traditional Plan and the illustrated premium cost of the lowest cost HMO plan.

b. To qualify for health care benefits as above described, each employee must individually enroll and make proper application for such benefits at the Employer's office upon the commencement of his/her regular employment with the Employer. Forms shall be provided to employees by the Employer.

c. Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the health care benefits herein provided. Except as otherwise provided in Article

9, Leaves of Absence, Section 2, Family and Medical Leave, when on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for his/her benefit costs for the period he/she is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Employer's Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's health care benefits shall automatically terminate upon the effective date of the unpaid leave of absence.

d. Except as otherwise provided under COBRA, an employee's health care benefits shall terminate on the date the employee goes on a leave of absence for more than two weeks, terminates, retires, or is laid off. Upon return from a leave of absence or layoff, an employee's health care benefits coverage shall be reinstated commencing with the employee's return.

e. An employee who is on layoff or leave of absence for more than two weeks or who terminates may elect under COBRA to continue the coverage herein provided at his/her own expense.

f. The Employer reserves the right to change the carrier and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

g. To be eligible for health care benefits as provided above, an employee must document all coverage available to him/her under his/her spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense.

h. Definition of Dependent:

(1) Spouse,

(2) Any child of subscriber as referenced herein shall include the employee's

spouse and children as defined and provided for in each of the respective plan documents. Employees who select coverage under the Family Continuation Rider of the Blue Cross/Blue Shield Traditional Plan or Michigan Community Blue PPO Option-1 Plan shall pay on a monthly basis the Family Continuation illustrated premium cost of said continued coverage. Employees who select coverage under the Family Continuation Rider for the Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1) Plan will not be required to pay the illustrated premium cost of said continued coverage. Our understanding of the definition of child is by birth, legal adoption or legal guardianship who has not attained the age of 19 and legally resides with or is a member of household of subscriber and is not married. Coverage for a child is in effect until end of calendar year the age 19 has been attained.

(3) Any child of the subscriber regardless of age, who is totally and permanently disabled as determined by the respective Health Care Plan.

i. Definition of Health Care Coverage: The benefits are as outlined in the Booklet as provided by the respective Health Care Plan.

Section 2. VOLUNTARY WITHDRAWAL FROM HEALTH CARE PLAN.

- a. Any employee who can secure health care benefits from another source and desires to withdraw from the Employer's Health Care Benefits Plan may submit a request to so withdraw, in writing to the Employer.
- b. The Employer will notify the employee of the effective date that the Employer will no longer provide such benefits to the employee. This date will be binding on all parties.
- c. An employee who has withdrawn from the Health Care Benefits Plan as provided in this Agreement will receive a payment of \$1,000.00 per year, payable in the second pay period in December of each calendar year. Any employee who has not participated in the plan less than a full calendar year shall receive a prorated amount of such \$1,000 payment.
- d. An employee who has withdrawn from the plan may apply to be reinstated into the plan, provided he/she demonstrates that he/she can no longer receive such benefits from another source. All such applications for reinstatement shall be made, in writing, to the Employer. The Employer and will respond to such requests within fifteen (15) calendar days of receipt of the request. Such response will indicate the effective date that the employee is once again covered under the Health Care Benefits Plan, and the Employer shall have no obligation whatsoever prior to such effective date.

Section 3. DENTAL CARE BENEFITS

- a. The Employer shall provide each regular, full-time seniority employees and their eligible dependents including the employee's spouse and children as defined and provided for in the Dental Plan, the 75-25 Co-Pay Dental Plan in effect as of the date of this Agreement, is subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.
- b. To qualify for the group dental care benefits as above described, each employee must individually enroll and make proper application for such benefits at the Employer's office upon the commencement of his/her regular employment with the Employer. forms shall be provided to employees by the Employer.
- c. Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the dental care benefits herein provided. When on an authorized unpaid leave of absence for more than two weeks, the employee will be responsible for his/her benefit costs for the period he/she is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Employer's office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's dental care benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.
- d. Except as otherwise provided under COBRA, an employee's dental care benefits shall terminate on the date the employee goes on a leave of absence of more than two weeks, terminates, retires, or is laid off. Upon return from a leave of absence or layoff, an

employee's dental care benefits coverage shall be reinstated commencing with the employee's return.

e. An employee who is on layoff or leave of absence of more than two weeks or who terminates may elect under COBRA to continue at his/her own cost the coverage herein provided.

f. The Employer reserves the right to change the carrier and/or manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

g. Definition of Dental Care Coverage: The benefits are as outlined in the booklet provided by the Dental Care Plan.

Section 4. VISION CARE BENEFITS.

a. The Employer shall provide each regular, full-time seniority employee and his/her eligible dependents including the employee's spouse and children as defined and provided for in the Vision Care Plan, the Blue Cross/Blue Shield of Michigan Vision A-80 Plan, subject to such conditions, exclusions, limitations, deductibles and other provisions pertaining to coverage as are stated in its plan. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.

b. To qualify for vision care benefits as above described, such employee must individually enroll and make proper application for such benefits at the Employer's office upon the commencement of his/her regular employment with the Employer. Forms shall be provided to employees by the Employer.

c. Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the vision care benefits herein provided for the period that the employee is on the active payroll. When on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for his/her benefits costs for the period he/she is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Employer's office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's vision benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

d. Except as otherwise provided under COBRA, the employee's vision care benefits shall terminate on the date employee goes on leave of absence of more than two weeks, terminates, retires, or is laid off. Upon return from a leave of absence of more than two weeks or layoff, an employee's vision care benefits plan shall be reinstated commencing with the employee's return to work.

e. An employee who is on layoff or leave of absence of more than two weeks or who terminates may elect under COBRA to continue at his/her own cost the coverage herein provided.

f. The Employer reserves the right to change the carrier and/or the manner in which it

provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

g. **Definition of Vision Care Coverage:** The benefits are as outlined in the booklet provided by the Vision Care Plan..

Section 5. TERM LIFE/ACCIDENTAL DEATH&DISMEMBERMENT BENEFITS.

a. The Employer shall provide each regular, full-time seniority employee term life insurance and accidental death and dismemberment benefits in accordance with the following schedule:

| ANNUALIZED SALARY | BENEFIT AMOUNT |
|--------------------------|-----------------------|
| Less than \$ 20,000 | \$ 20,000 |
| \$ 20,001 to \$ 25,000 | \$ 25,000 |
| \$ 25,001 to \$ 30,000 | \$ 30,000 |
| \$ 30,001 to \$ 35,000 | \$ 35,000 |
| \$ 35,001 to \$ 40,000 | \$ 40,000 |
| \$ 40,001 to \$ 45,000 | \$ 45,000 |
| \$ 45,001 to \$ 50,000 | \$ 50,000 |

Coverage will commence on the day following the employee's ninetieth (90th) day of continuous employment. Life and AD&D benefits will be reduced by 35% at age 65, 55% at age 70, and 70% at age 75.

b. To qualify for term life and accidental death and dismemberment benefits as above described, each employee must individually enroll and make proper application for such benefits at the Employer's office upon the commencement of his/her regular employment. Forms shall be provided to employees by the Employer's office.

c. Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the term life and accidental death and dismemberment benefits herein provided for the period that the employee is on active payroll. When on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for his/her benefit costs for the period he/she is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Employer's office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's group term life and accidental death and dismemberment benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

d. An employee's group term life and accidental death and dismemberment benefits plan shall terminate on the date the employee goes on a leave of absence of not more than two weeks, terminates, retires or is laid off. Upon return from a leave of absence of more than two weeks, an employee's group term life and accidental death and dismemberment benefits plan shall be reinstated commencing with the employee's return.

e. The Employer reserves the right to change the carrier and/or the manner in which it

provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

Section 6. DISABILITY BENEFITS.

a. The Employer agrees to continue to provide each regular full-time seniority employee the following disability benefits, subject to such additional terms, conditions, exclusions, limitations, deductibles and other provisions of the plan.

b. For the first twenty-six (26) weeks of disability payments, "disability" is defined as the complete inability of the employee, due to injury, disease, or mental disorder, to perform any and every duty pertaining to this occupation, provided that the employee shall be deemed not to be disabled if he/she engages in any occupation. Thereafter, "disability" is defined as the complete inability of the employee, due to injury, disease or mental disorder, to perform any and every gainful occupation for which he/she is reasonably fitted by education, training and experience.

If, at the end of the initial twenty-six (26) week disability benefit period, the employee continues to be disabled, the Employer, after consultation with the employee's physician and its physician, may require said employee to attend educational and vocational training programs, at the Employer's expense. Upon completion of any such programs, the employee may be reassigned to another position with the Employer at the rate of pay established by said position. The Employer reserves the right to offer "favored work" to an employee who is receiving disability benefits, as long as the "favored work" is within the employee's limitations and restrictions as certified. Any employee who refuses such "favored work" offer shall not be eligible for disability benefits. An employee performing such "favored work" will be compensated at the same rate of pay the employee was earning at the time he/she went on disability, for such time as the employee is eligible to receive disability benefits for two years, whichever is lesser. If the employee is in a regular position vacancy upon the expiration of the two (2) year period, the employee shall continue in said position if the employee is able to perform all of the essential functions of that job, with or without reasonable accommodation as provided under the Americans with Disabilities Act. In that circumstance, the employee's rate of pay shall be reduced to the regular rate for that position. If the employee is not in a regular position vacancy upon the expiration of the two (2) year period, the employee shall be terminated concurrent with the termination of his disability benefits.

c. The amount of disability income benefits provided by the Employer shall be 67% of the employee's gross basic monthly earnings, exclusive of overtime with a maximum monthly benefit of \$4,000.00 with a minimum monthly benefit of \$ 100.00. The maximum benefit period shall be two (2) years.

Disability benefits are subject to reduction by any of the following other income benefits for which the employee may be eligible:

Social Security Disability Benefits.

Workman's Compensation Disability Benefits.

Pension Disability Benefits.

Disability Benefits under any "no fault" automobile reparation insurance law.

The employee shall apply for the foregoing benefits immediately upon becoming eligible for same. Further, the employee shall keep the Employer fully informed in writing of his/she eligibility for and the status of said benefits and provide the Employer with such certification as it may require.

e. The waiting period for starting disability payments is one (1) day for accidents and seven (7) calendar days for illness. The seven (7) days shall be uninterrupted and consecutive. The employee may use sick days, personal days, vacation days, or leave without pay to fulfill the waiting period requirement. If the employee has utilized all sick days allocated for that given year and has an accumulated bank of sick days, the employee may use them.

f. Any employee going on disability shall complete the disability form (in triplicate) provided by the Employer's office, along with a statement from the employee's physician stating the nature of illness or disability and the expected length of time that the employee may be disabled.

g. No disability benefits will be paid unless the disabled employee is under the care of a physician who states, in writing, that the employee continues to be disabled. This documentation shall be provided as often as required by the Employer but not less than once per month. The Employer retains the unlimited right to direct any employee, at any time, as a condition of receiving disability benefits, to an examining physician if its designation. Such examination will be at the Employer's expense. Should such examining physician disagree with the opinion of the employee's treating physician as to the disability of such employee, or the extent of the restrictions or limitations of such employee, the employee will be cited to an independent third physician for his examination and evaluation. This physician will be selected by the Employer's physician and the employee's physician and his examination will be at the Employer's expense. The opinion of such physician will be final and binding on the parties herein and all further examinations as may be directed by the Employer as to said employee will be done by such physician.

h. The Employer shall maintain all insurance benefits for the disabled employee and, in the case of health care benefits, for his/her eligible family, up to one (1) year from the disability. The Employer may, at its discretion, extend said insurance benefits or allow the disabled employee to purchase said benefits from its carrier, if possible.

i. Successive periods of disability separated by less than two weeks of full-time employment at the employee's customary place of employment shall be considered a single period of disability unless the subsequent disability is due to an injury or sickness entirely unrelated to the causes of the previous disability and commences after the employee has returned to full-time active employment.

j. No payment will be made for benefits resulting from:

Disability for which the individual is not under the continuous care of a physician;

Participation in a riot, rebellion or insurrection;

Commission or attempted commission of a criminal offense.

k. When an employee is on disability, he/she shall not accrue vacation, hours toward longevity eligibility, or any other benefits. The employee shall also be ineligible for paid holidays or any other form of compensation from the Employer.

l. Disability benefits shall be made on a bi-weekly basis.

m. To qualify for disability benefits as above described, each employee must individually enroll and make proper application for such benefits at the Employer's office upon the commencement of his/her regular employment with the Employer. Forms shall be provided to employees by the Employer. Any employee who fails to complete, sign and return the application forms as herein provided is specifically and expressly excluded from such benefits until such time as he/she enrolls and makes proper application during an open enrollment period.

n. An employee's disability benefit plan shall terminate on the date the employee terminates, retires or is laid off. Upon return from layoff, the employee's disability benefits shall be reinstated commencing with the employee's return.

o. The disability benefits plan herein provided is presently self-insured by the Employer. The Employer reserves the right to change the carrier and/or the manner in which it provides the above coverage, provided that the benefits are equal to or better than the benefits outlined above.

ARTICLE 14

RETIREMENT AND RETIREE HEALTH CARE

Section 1. RETIREMENT PLAN. The Employer agrees to maintain the Monroe County Employees Retirement System Ordinance now in effect for all employees covered by this Agreement who are present participants in the Plan or who become eligible for participation during the term of this Agreement.

In accordance with the provisions of said Ordinance, an individual will be eligible for normal retirement upon attaining age sixty (60) or older with eight (8) or more years or credited service, or age 55 or older with 30 or more years of credited service. The monthly benefit formula applicable to said retirements is two and one-quarter percent (2.25%) of the employee's final average monthly compensation multiplied by his/her years of credited service. Final average compensation shall be the average of the compensation paid an individual during the period of thirty-six (36) consecutive months of his/her credited service, producing the highest average compensation contained within the period of 120 months of his/her credited service immediately preceding the date his/her employment with the County last terminates.

An individual who retires under the normal retirement or disability retirement provisions of the Monroe County Employee's Retirement System Ordinance may elect, prior to the date the first payment of the pension is made, to be paid the individual's

accumulated member contributions. {The amount of pension paid to an individual making such election shall be reduced as provided in the Ordinance.}

Section 2. RETIREE HEALTH CARE PLAN. Effective January 1, 1997, the Employer shall provide retirees who are receiving benefits under the Monroe County Employees' Retirement System Ordinance, the following health care coverage. Except as otherwise provided in subparagraph C below, such coverage shall be provided to the retiree only.

a. **Pre-Age 65:** Retirees under the age of 65 who were hired prior to 01/01/99, may select coverage under the Blue Cross/Blue Shield Traditional Plan (PSG-1, hospital, medical, surgical benefits with Master Medical Option-5 (\$150/\$300; 80/20%), mammograms, pap-smear, FAE-RC, Hospice, Ind. Case Mgt., preferred RX \$10 co-pay generic mandate (mail order drugs at 50% of co-pay), the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan with preferred Rx 410 co-pay generic mandate, the Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1) Plan, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plans. For those retirees who select the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1, the Blue Care Network of Michigan (BCN-1), or Paramount Health Care of Michigan (PHC-1), the Employer shall pay 100% of health care costs for the retiree only. Retirees who select the Blue Cross/Blue Shield Traditional Plan shall pay the difference between the illustrated premium cost of said Traditional Plan for the retiree only and the illustrated premium cost of the lowest cost HMO plan for the retiree only. The Employer shall pay the balance. Retirees who select the Blue Cross/Blue Shield Traditional Plan shall be subject to periodic increases in the cost of said coverage based upon fluctuations in the illustrated premium costs of the traditional plan and the lowest cost HMO plan.

Retirees under the age of 65 who were hired on or after 01/01/2000, may select coverage under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan with preferred Rx \$10.00 co-pay generic mandate, the Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1) Plan, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plans. For those retirees who select the Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1) the Employer shall pay 100% of the health care costs for the retiree only. Retirees who select the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan shall pay the difference between the illustrated premium cost of said PPO plan for the retiree only and the illustrated premium cost of the lowest cost HMO plan for the retiree only. The Employer shall pay the balance. Retirees who select the Michigan Community Blue PPO Option-1 Plan shall be subject to periodic increases in the cost of said coverage based upon fluctuations in the illustrated premium costs of the PPO plan and the lowest cost HMO Plan.

Notwithstanding the provisions herein above provided, the Employer agrees to pay 100% of the health care costs for retirees under age 65, who reside 91 days or more outside

the service area of either the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan, Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1), and desire coverage under the Blue Cross/Blue Shield Traditional Plan.

b. **Age 65 or older:** Retirees age 65 or older must enroll in part B Medicare program. The Employer will thereafter pay the cost of Blue Cross and Blue Shield Complimentary Coverage Option-2 plus 1, with prescription Co-pay program, or equal or better coverage. The Employer shall pay 100% of the health care costs for the retiree only.

c. A participating retiree's current spouse and *eligible dependents shall also be permitted to participate in any of the above described Retiree Health Care Plans in which the retiree participates; if they are not otherwise eligible for health care benefits through another employer. In such event, the Employer shall pay 50% of the illustrated premium for a participating retiree's spouse and *eligible dependents and the retiree shall pay the difference; provided, however, the Employer shall pay an additional 2.27% of the retiree spouse's and eligible dependents health care illustrated premiums for each year of credited service in excess of eight (8) years of credited service, not to exceed a total of thirty (30) years credited service or 100% of the applicable illustrated premium.

The retiree's spouse shall be allowed to continue to receive health care benefits following the death of the retiree as long as the spouse is covered by the Retiree Health Care Plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to the new spouse.

Dependent children of the retiree are also eligible for continued health care coverage after the retiree's death, provided the dependent children are covered by the retiree's health care plan at the time of the retiree's death and continue as dependents of the surviving spouse of the retiree who is receiving the deceased retiree's retirement allowance.

In the event a dependent child is named, the deceased retiree's beneficiary continues to receive the deceased retiree's retirement allowance and is also enrolled in the retiree's health care plan at the time of the retiree's death, the deceased retiree's dependent child shall continue to receive health care coverage through the end of the year in which the dependent child reaches age 19.

d. The Employer reserves the right to change a carrier(s), plan(s), and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

e. To be eligible for health care benefits as provided above, the retirees and spouse must document all coverage available under the spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense.

Section 3. RETIREE HEALTH CARE FUND The Employer shall begin to immediately pre-fund the Retiree Health Care Plan by establishing a separate fund called the "Retiree Health Care Fund." The Employer shall annually budget sufficient funds to contribute to

the Retiree Health Care Fund, based upon the actuarially determined amount to be reserved for the future cost of retiree health care premiums.

Employees hired after January 1, 1997, shall contribute 1.5% of their bi-weekly base pay to this fund. Such monies shall be deposited into the "Retiree Health Care Fund" to fund future health care benefits for the retiree, spouse and eligible dependents. If the employee quits or leaves County Agency employment for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee has contributed to the Retiree Health Care fund, along with the accumulated interest thereon as determined by the Employer.

Section 4. RETIREE LIFE INSURANCE. Employees who retire under the Monroe County Employees' Retirement System shall be eligible for \$4,000.00 term life insurance.

** Eligible dependents as referenced herein shall include the retiree's children until the end of the year in which such children reach age 19, or any age if totally or permanently disabled by either a physical or mental condition prior to age 19. Children as used herein include the retiree's children by birth, legal adoption, or legal guardianship (while in the retiree's custody and dependent on the retiree).*

SCHEDULE A

Hourly wages for 2000 beginning with January 1, 2000 and ending December 31, 2000, will be as follows:

| Classification | Start | After 3 Months | After 6 Months | After 9 Months | TopRate After 12 months |
|---------------------------|--------------|---------------------------|---------------------------|---------------------------|--|
| General Supervisor | 17.87 | 18.12 | 18.37 | 18.63 | 18.89 |
| Electrician | 17.87 | 18.12 | 18.37 | 18.63 | 18.89 |
| Foreman-Tap Crew SCW | 17.48 | 17.73 | 17.98 | 18.23 | 18.49 |
| Foreman-Maint. SCW | 17.48 | 17.73 | 17.98 | 18.23 | 18.49 |
| Foreman-Bd Trt Plant | 17.53 | 17.78 | 18.03 | 18.28 | 18.54 |
| Office Mgr-SCW | 17.48 | 17.73 | 17.98 | 18.23 | 18.49 |
| Accountant-MO | 17.48 | 17.73 | 17.98 | 18.23 | 18.49 |
| Sewer System Leadman | 16.79 | 17.04 | 17.30 | 17.56 | 17.82 |
| Utility Man-Miss Dig | 16.79 | 17.04 | 17.30 | 17.56 | 17.82 |
| Trt Plt Operator NS | 16.47 | 16.72 | 16.97 | 17.23 | 17.49 |
| Equipment Operator | 17.18 | 17.43 | 17.68 | 17.94 | 18.20 |
| Mechanic | 16.01 | 16.26 | 16.52 | 16.78 | 17.04 |
| Sewer System Specialist | 16.01 | 16.26 | 16.52 | 16.78 | 17.04 |
| Trt Plt Operator | 16.06 | 16.31 | 16.57 | 16.83 | 17.09 |
| Utility Man | 16.01 | 16.26 | 16.52 | 16.78 | 17.04 |
| Utility Man- Meter Repair | 16.01 | 16.26 | 16.52 | 16.78 | 17.04 |
| Water Meter Reader | 16.01 | 16.26 | 16.52 | 16.78 | 17.04 |
| Laborer | 15.75 | 16.00 | 16.25 | 16.50 | 16.76 |
| Senior Utility Clerk-SCW | 15.75 | 16.00 | 16.25 | 16.50 | 16.76 |
| Bkkpr, Ut Clk, Rcpt-MO | 12.19 | 12.44 | 12.69 | 12.94 | 13.20 |
| Utility Clerk-SCW | 11.00 | 11.25 | 11.50 | 11.76 | 12.02 |

SCHEDULE B

Hourly wages for 2001 beginning with January 1, 2001 and ending December 31, 2001, will be as follows:

| Classification | Start | After 3 Mons. | After 6 Mons. | After 9 Mons. | Top Rate After 12 months |
|--------------------------|-------|------------------|------------------|------------------|-----------------------------------|
| General Supervisor | 18.38 | 18.63 | 18.88 | 19.14 | 19.40 |
| Electrician | 18.38 | 18.63 | 18.88 | 19.14 | 19.40 |
| Foreman-Tap Crew SCW | 17.99 | 18.24 | 18.49 | 18.74 | 19.00 |
| Foreman-Maint SCW | 17.99 | 18.24 | 18.49 | 18.74 | 19.00 |
| Foreman-Bd Trt Plant | 18.04 | 18.29 | 18.54 | 18.79 | 19.05 |
| Office Mgr-SCW | 17.99 | 18.24 | 18.49 | 18.74 | 19.00 |
| Accountant-MO | 17.99 | 18.24 | 18.49 | 18.74 | 19.00 |
| Sewer Sys Leadman | 17.30 | 17.55 | 17.81 | 18.07 | 18.33 |
| Utility Man-MISS DIG | 17.30 | 17.55 | 17.81 | 18.07 | 18.33 |
| Trt Plt Oper NS | 16.98 | 17.23 | 17.48 | 17.74 | 18.00 |
| Equipment Operator | 17.69 | 17.94 | 18.19 | 18.45 | 18.71 |
| Mechanic | 16.52 | 16.77 | 17.03 | 17.29 | 17.55 |
| Swr System Specialist | 16.52 | 16.77 | 17.03 | 17.29 | 17.55 |
| Treatment Plant Operator | 16.57 | 16.82 | 17.08 | 17.34 | 17.60 |
| Utility Man | 16.52 | 16.77 | 17.03 | 17.29 | 17.55 |
| Utility Man Meter Repair | 16.52 | 16.77 | 17.03 | 17.29 | 17.55 |
| Water Meter Reader | 16.52 | 16.77 | 17.03 | 17.29 | 17.55 |
| Laborer | 16.26 | 16.51 | 16.76 | 17.01 | 17.27 |
| Sr Utility Clerk SCW | 16.26 | 16.51 | 16.76 | 17.01 | 17.27 |
| Bkkp,Ut Clk, Rcpt-MO | 12.70 | 12.95 | 13.20 | 13.45 | 13.71 |
| Utility Clerk-SCW | 11.51 | 11.76 | 12.01 | 12.27 | 12.53 |

SCHEDULE C

Hourly wages for 2002 beginning with January 1, 2002 and ending December 31, 2002, will be as follows:

| Classification | Start | After 3 Mons. | After 6 Mons. | After 9 Mons. | Top Rate After 12 months |
|--------------------------|-------|------------------|------------------|------------------|-----------------------------------|
| General Supervisor | 18.91 | 19.16 | 19.41 | 19.67 | 19.93 |
| Electrician | 18.91 | 19.16 | 19.41 | 19.67 | 19.93 |
| Foreman-Tap Crew SCW | 18.52 | 18.77 | 19.02 | 19.27 | 19.53 |
| Foreman-Maint SCW | 18.52 | 18.77 | 19.02 | 19.27 | 19.53 |
| Foreman-Bd Trt Plant | 18.57 | 18.82 | 19.07 | 19.32 | 19.58 |
| Office Mgr - SCW | 18.52 | 18.77 | 19.02 | 19.27 | 19.53 |
| Accountant-MO | 18.52 | 18.77 | 19.02 | 19.27 | 19.53 |
| Sewer Sys Leadman | 17.83 | 18.08 | 18.34 | 18.60 | 18.86 |
| Utility Man-Miss Dig | 17.83 | 18.08 | 18.34 | 18.60 | 18.86 |
| Trt Plt Oper NS | 17.51 | 17.76 | 18.01 | 18.27 | 18.53 |
| Equipment Operator | 18.22 | 18.47 | 18.72 | 18.89 | 19.24 |
| Mechanic | 17.05 | 17.30 | 17.56 | 17.82 | 18.08 |
| Sewer Sys Specialist | 17.05 | 17.30 | 17.56 | 17.82 | 18.08 |
| Treatment Plant Operator | 17.10 | 17.35 | 17.61 | 17.87 | 18.13 |
| Utility Man | 17.05 | 17.30 | 17.56 | 17.82 | 18.08 |
| Utility Man Meter Repair | 17.05 | 17.30 | 17.56 | 17.82 | 18.08 |
| Water Meter Reader | 17.05 | 17.30 | 17.56 | 17.82 | 18.08 |
| Laborer | 16.79 | 17.04 | 17.29 | 17.54 | 17.80 |
| Sr Utility Clerk SCW | 16.79 | 17.04 | 17.29 | 17.54 | 17.80 |
| BkkpUt Clk Rcpt-MO | 13.23 | 13.48 | 13.73 | 13.98 | 14.24 |
| Utility Clerk-SCW | 12.04 | 12.29 | 12.54 | 12.80 | 13.06 |

SCHEDULE D

| <u>CLASSIFICATION</u> | <u>MAXIMUM QUALIFICATIONS PERIOD</u> |
|---|---|
| General Supervisor | 90 days |
| Electrician | 90 days |
| Foreman-Tap Crew, Maint, & Trt Plt | 90 days |
| Office Manager | 90 days |
| Assistant Accountant | 90 days |
| Sewer System Leadman | 90 days |
| Utility Man-Miss Dig | 90 days |
| Equipment Operator | 90 days |
| Treatment Plant Operator | 90 days |
| Treatment Plant Operator NS | 90 days |
| Senior Utility Clerk | 90 days |
| Mechanic | 30 days |
| Water Meter Reader | 30 days |
| Utility Man-Meter Repair | 30 days |
| Utility Man | 30 days |
| Sewer System Specialist | 30 days |
| Utility Clerk | 30 days |
| Bookkper, Receptionist&Billing Clerk | 30 days |
| Laborer | 5 days |

TERMS OF AGREEMENT

This Agreement shall become effective as of January 1, 2000, and shall remain in full force and effect until 11:59 p.m., 31st day of December, 2002. If notice is given in writing by either the Union or the Employer to the other party on or before July 1, 2002, of its desire to amend or modify this Agreement, this Agreement shall be open to amendment or modification as such notice may indicate on the 31st day of December, 2002. If notice to amend or modify is not given by July 1, 2002, this Agreement shall be automatically extended one (1) day after December 31, 2002, for each day that elapses after July 1, 2002, until such notice to amend or modify is given.

Both parties will make every effort to conclude negotiations prior to the time budgets are submitted in August to the local units of government served by the Employer.

SIGNED the 2 day of Nov., 1999 in Monroe Michigan.

MONROE COUNTY AGENCY
OF

BY: Rollin L. Webb

Rollin L. Webb
Monroe County Drain Commissioner
County Agency

LOCAL 517 UTILITY WORKERS
AMERICA AFL-CIO

BY: Jon E. Madden

Jon E. Madden, President

BY: William R. Whittaker Jr.
William R. Whittaker Jr.,
Vice President

BY: Edward J. Cousino
Edward J. Cousino,
Secretary-Treasurer

BY: George G. Manoogian
George G. Manoogian,
National Representative

Rollin L. Webb
MONROE COUNTY DRAIN COMMISSIONER
COUNTY AGENCY

1005 South Raisinville Road • Monroe, Michigan 48161-9754
 Telephone: (734) 240-3101 • Fax: (734) 240-3112

September 12, 2000

Mr. Jon Madden, President
Utility Workers Union of America, AFL-CIO, Local 517

RE: Wage Rates in Current Contract Years: 2000 to 2002

Dear Mr. Madden:

The Drain Commissioner's office purchased new software for the accounting functions of County Agency including a payroll module. We use this payroll module for the purpose of accumulating totals to charge the various operation and maintenance systems which we service. As you are aware, the payroll checks are printed at the County Finance Department. The individual and collective totals must agree to the County's system.

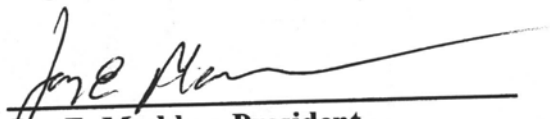
The current union contract contains several wage rates which end in odd amounts such as 18.89 and 18.49. We have a problem getting our software to agree to the County's system because of the rounding factor. We have no such problem with even amounts for wage rates. We would, therefore, propose to add one (1) cent to all odd wage rates for the balance of year 2000 after approval, year 2001 and year 2002 until the contract expiration so all wage rates end in even amounts. The wage rates and proposed changes for purpose of example using the top rates are as follows:

| Classification | Year | Amount to | Amount |
|---|------|-----------|--------|
| General Supervisor and Electrician | 2000 | 18.89 | 18.90 |
| | 2002 | 19.93 | 19.94 |
| Foremen-SCW, Office Mgr-SCW, Accountant-Main Office | 2000 | 18.49 | 18.50 |
| | 2002 | 19.53 | 19.54 |
| NS Treatment Plant Operator | 2000 | 17.49 | 17.50 |
| | 2002 | 18.53 | 18.54 |
| Treatment Plant Operator | 2000 | 17.09 | 17.10 |
| | 2002 | 18.13 | 18.14 |
| Foreman-Bedford WWTP | 2001 | 19.05 | 19.06 |
| | 2001 | 18.33 | 18.34 |
| Swr Sys Leadman&Util Man-Miss Dig Equipment Operator | 2001 | 18.71 | 18.72 |
| | 2001 | 17.55 | 17.56 |
| Mechanic, Swr Sys Spec, Utility Men, Meter Reader | 2001 | 17.55 | 17.56 |

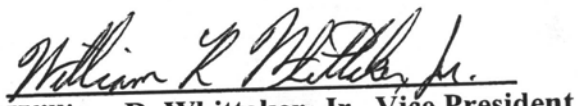
| | | | |
|-------------------------------|------|-------|-------|
| Laborer, Sr Utility Clerk-SCW | 2001 | 17.27 | 17.28 |
| Bookkeeper-Main Office | 2001 | 13.71 | 13.72 |
| Utility Clerk-SCW | 2001 | 12.53 | 12.54 |

If this action to modify the existing agreement between the Monroe County Drain Commissioner, County Agency and Utility Workers Union of America, AFL-CIO, Local 517 for the remaining term of the contract period dated 01/01/2000 to 12/31/2002 is agreeable, please indicate by signature below and return to our office.

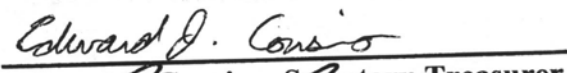
I agree to the wage rate modification:



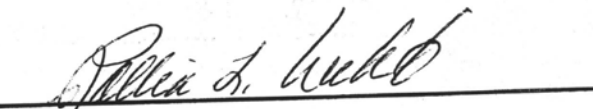
 Jon E. Madden, President



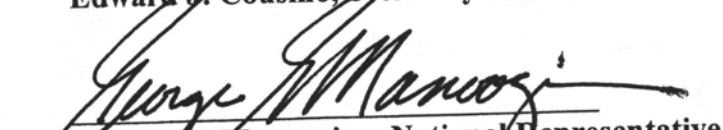
 William R. Whittaker, Jr., Vice President



 Edward J. Cousino, Secretary-Treasurer



 Rollin L. Webb
 Monroe County Drain Commissioner



 George G. Manoogian, National Representative

Rollin L. Webb
MONROE COUNTY DRAIN COMMISSIONER
COUNTY AGENCY

1005 South Raisinville Road • Monroe, Michigan 48161-9754
 Telephone: (734) 240-3101 • Fax: (734) 240-3112

COUNTY AGENCY EMPLOYEES
WAGE RATES 2000(Revised 11/01/00)

| NAME | CLASSIFICATION | RATE | OT RATE |
|----------------------|-----------------------------|-------------|----------------|
| Abel, Craig | Trt. Plant Operator - NS | 17.500 | 26.250 |
| Boll, Jack | Swr. Sys. Specialists | 17.040 | 25.560 |
| Chandler, Nicole | Utility Clerk | 12.020 | 18.030 |
| Cousino, Ed. | Trt. Plant Operator | 17.100 | 25.650 |
| Cousino, Larry | Foreman-SCW Tap Crew | 18.500 | 27.750 |
| Cousino, Scott | Swr. Sys. Specialists | 17.040 | 25.560 |
| Derbeck, Tom | Utility Man/Meter Repairs | 17.040 | 25.560 |
| Dussia, Steve | Utility Man | 17.040 | 25.560 |
| Dykes, Ben | General Supervisor | 18.900 | 28.350 |
| Eighmey, Scott | Meter Reader | 17.040 | 25.560 |
| Gorr, Daniel | Electrician | 18.900 | 28.350 |
| Holeman, James | Superintendent-Bedford | 26.620 | 39.930 |
| Johnson, Bill | Swr.Sys Specialists-Leadman | 17.820 | 26.730 |
| Kamprath, John | Mechanic | 17.040 | 25.560 |
| Karner, Tod | Swr. Sys. Specialists | 17.040 | 25.560 |
| Kostoff, Carlene | Accountant- MO | 18.500 | 27.750 |
| Laderach, Michael | Trt. Plant Operator | 17.100 | 25.650 |
| LaPointe, Phil | Trt. Plant Operator | 17.100 | 25.650 |
| Madden, Jon | Trt. Plant Operator | 17.100 | 25.650 |
| Munoz, Cindy | Bookeeper/UtlClrk/Recpt | 13.200 | 19.800 |
| Nagy, Steve | Foreman-Bd. Trt. Plant | 18.540 | 27.810 |
| Perkins, Jeff | Meter Reader | 17.040 | 25.560 |
| Raymo, Richard | Swr. Sys. Specialists | 17.040 | 25.560 |
| Riffle, Frank | Superintendent-SCW | 22.960 | 34.440 |
| Russeau, Robert | Utility Man | 17.040 | 25.560 |
| Smale, Bruce | Trt. Plant Operator | 17.100 | 25.650 |
| Steinman,Paul | Utility Man - Miss Dig | 17.820 | 26.730 |
| Stewart, John | Equipment Operator | 18.200 | 27.300 |
| Sullins, Sharon | Senior Utility Clerk | 16.760 | 25.140 |
| VanSlambrouck,Jerome | Office Manager | 18.500 | 27.750 |
| Voyantzis, Steve | Trt. Plant Operator - NS | 17.500 | 26.250 |
| Whittaker, Bill | Utility Man | 17.040 | 25.560 |