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AGREEMENT

between

**COUNTY OF ST. CLAIR
BOARD OF PUBLIC WORKS**

and

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO**

St. Clair County

MARCH 1, 1992 - FEBRUARY 28, 1995

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AGREEMENT

This Agreement, made and entered into by and between the **Board of Public Works of the County of St. Clair**, State of Michigan, hereinafter referred to as the "**Employer**", and the **International Union of Operating Engineers, Local 547 - A, B, C, E, H - AFL-CIO**, hereinafter referred to as the "**Union**".

WITNESSETH:

In consideration of the promises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

PURPOSE AND INTENT OF THE PARTIES

The purpose of the Employer and the Union in entering into this Labor Agreement is to set forth their agreement on rates of pay, hours of work, and other conditions of employment so as to promote orderly and peaceful relations with employees, to achieve uninterrupted operations of the St. Clair County Board of Public Works, and to achieve the highest level of employee performance consistent with safety, good health and sustained effort.

The Employer and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels, and with and between all employees.

The Representatives of the Employer and the Union realize this goal depends on more than words in a Labor Agreement, that it depends primarily on attitudes between people in their respective organizations and at all levels of responsibility. They believe that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Employer and the Union; they believe also that proper attitudes are of major importance in the day-to-day operations of the Wastewater Treatment Plant, and that the administration of this Agreement demands fairness and understanding. They believe that these attitudes can be encouraged best when it is made clear that the Employer and Union Representatives, whose duties involve negotiations of this Agreement, are not anti-Union or anti-Employer, but are sincerely concerned with the best interests and well-being of the operations and all employees.

Officials respectively representing the Employer and the Union will, from time to time during the life of this Agreement, at the request of either and the mutual convenience of both, meet to apprise their administration of this Agreement, to analyze influences which may be impairing the attainment of their joint goal, and to improve understanding between their respective representatives and among employees. Such meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor in any way to modify, add to, or detract from the provisions of this Agreement.

By such an arrangement the parties believe that they, as people of good will with sound purpose, may best promote efficiency in their interests of all, as well as the legitimate interests of their respective organizations, within the framework of a democratic society in which regard for fact and fairness is essential.

PRELIMINARY

When the pronoun "he" or "him" is used, it shall include the feminine pronoun "she" or "her", and vice versa.

The Section headings contained in this Agreement are for reference purposes only, and do not in any way affect the meaning or interpretation of the text of this Agreement.

ARTICLE I

RECOGNITION

1.1 The Union is hereby recognized as the exclusive representative of all Wastewater Treatment Plant Operators and Assistant Operators employed at the St. Clair County Wastewater Treatment Plant located in Algonac, Michigan; with the exclusion of: temporary employees and supervisors, as defined by the Act, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and working conditions.

1.2 "Temporary Employee" is herein defined as: (1) an employee hired to work for less than one hundred and eighty days (180), or (2) an employee hired for a position scheduled to last less than one hundred eighty (180) days.

ARTICLE II

REPRESENTATION

2.1 All employees who are covered by this Agreement shall be represented, for the purposes of the Grievance Procedure and negotiating, by a Steward or Alternate Steward.

ARTICLE III

JOB STATUS AND FUNCTIONS OF UNION STEWARDS

3.1 The names of the Steward and Alternate Steward shall be given in writing to the Employer; no Steward or Alternate Steward shall function as such until the Employer has been advised of his selection in writing by the Local Union. Any changes in Steward or Alternate shall be reported to the Employer in writing as far in advance as possible.

3.2 Not more than one (1) Steward shall be paid by the Employer for the time spent in negotiations related to the St. Clair County Wastewater Treatment Plant, and only for his regularly scheduled working hours at his regularly scheduled earned rate.

3.3 Not more than one (1) Representative of the Union shall be paid by the Employer for the time spent in processing grievances related to the St. Clair County Wastewater Treatment Plant, and only for his regularly scheduled working hours at his regularly scheduled earned rate.

3.4 Any Steward or Alternate having an individual grievance in connection with his own work may ask for a member of the bargaining unit to assist him in adjusting the grievance.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Adjustment of Grievances

4.1 The purpose of this Article is: (1) to provide the opportunity for discussion of any request or complaint, and (2) to establish procedures for the processing and settlement of grievances as defined in Section 4.2 of this Article.

4.2 "Grievances" as used in this Agreement are limited to complaints which involve the interpretation or application of, or compliance with, the provisions of this Agreement.

4.3 Step One (1)

When an employee has a request or complaint, it shall be promptly discussed with the employee's immediate supervisor, with or without a Steward being present, as the employee may elect, in an attempt to settle it. However, any employee may instead, if he desires, report the matter directly to his Steward and in such event, the Steward shall take it up with the employee's supervisor in a sincere effort to resolve the problem. The employee involved may be present in such discussion if he desires. In the event his Steward is not available, all Union functions in this Step shall be handled by the Alternate Steward.

4.4 Step Two (2)

Failing to reach an agreement on the oral complaint within two (2) working days after discussion with the supervisor, but no later than ten (10) working days after the employee knew, or reasonably should have known, of the occurrence of the circumstances giving rise to the grievance, the grievance shall be reduced to writing on a form provided by the Employer and signed by the grievant, and a notice of appeal to Step 2 must be given in writing to the Director. Such notice shall include a statement of the reasons for appeal to Step 2. Within ten (10) working days following receipt of the written notice of appeal to Step 2, the grievance shall be discussed between the Union and Management at a meeting scheduled at a mutually satisfactory time. Employer answers to Second Step grievances will be returned to the Union within five (5) work days of the meeting.

4.5 (a) At all Steps in the Grievance Procedure, the grievant and the Union Representatives shall disclose to the Employer representatives a full and detailed statement of the facts relied upon, the remedy sought, and the provisions of the Agreement relied upon. In the same manner, the Employer representatives shall disclose all the pertinent facts relied upon by the Employer.

(b) Either party, within the time limits specified in Section 4.4, may request in writing an extension of not more than thirty (30) days. If such request is refused, such refusal must be in writing and must be delivered to the party requesting such extension at least one (1) day prior to the expiration of the appropriate time limit; otherwise, the time limit will automatically be extended until one (1) day after the written refusal is received.

(c) In order to avoid the necessity of filing numerous grievances on the same subject or event, or concerning the same alleged Contract violation on different occasions, a single grievance may be processed and the facts of alleged additional violations (including dates thereof) may be presented in writing in the appropriate Step on a special form supplied by the Employer. Such additional claims shall be filed promptly and be signed by each grievant. When the original grievance is resolved in the Grievance or Arbitration Procedures, the parties resolving such grievance shall review such pending claims, in light of the decision, in an effort to dispose of them. If any such claim is not settled, it shall be considered as a grievance and processed in accordance with the applicable procedure and the applicable time limitations.

(d) Grievances which are not filed initially in the proper Step of the Grievance Procedure shall be referred to the proper Step.

4.6 The Grievance Procedure may be utilized by the Union in processing grievances which allege a violation of the obligations of the Employer to the Union as such and shall be filed in Step 2. In processing such grievances, the Union shall observe the specified time limits in appealing and the Employer shall observe the specified time limits in answering. In the event an employee dies, the Union may process, on behalf of his legal heirs, any claim he would have had relating to any monies due under any provisions of this Agreement.

4.7 If this Agreement is violated by the occurrence of a strike, work stoppage, or interruption or impeding of work at any installation or any subdivision thereof, no grievances shall be discussed or processed in the Step 2 or above while the violation continues.

4.8 Notwithstanding the procedure herein provided, any grievance may be submitted to arbitration at any time by agreement of the parties.

4.9 The Steward and/or Alternate Steward shall have access to all departments in the unit, subject to established rules and at reasonable times, to investigate grievances; provided however, there shall be no interruption to operations.

B. Suspension and Discharge

4.10 The Steward and/or Alternate Steward shall be authorized to represent all employees in the bargaining unit under their jurisdiction and shall be afforded such time off, without pay, as may be required to: (1) attend joint Management-Union meetings pertaining to discharges or other matters which cannot reasonably be delayed; (2) to visit work areas other than his own at all reasonable times only for the purpose of handling grievances.

4.11 Should any suspension, or affirmation, modification, or extension thereof, or discharge be revoked by the Employer, the Employer, in the absence of mutual agreement to the contrary, shall reinstate and compensate the employee affected for the time lost at the standard hourly wage rate of the job he occupied at the time of suspension.

4.12 Should it be determined by the arbitrator that an employee has been suspended or discharged without cause, the Employer shall reinstate the employee and compensate him for the time lost at the applicable rate of pay set forth in the immediate preceding paragraph. Should it be determined by the arbitrator that an employee has been suspended or discharged for cause, the arbitrator shall have jurisdiction to modify the degree of discipline imposed by the Employer. The provisions of this Section apply to all suspensions regardless of the number of days involved.

4.13 When a strike, work stoppage, or interruption or impeding of work is in progress, the Employer shall not be required to hold any hearings or notify employees under this Section if the employees are participating in such a violation of this Agreement, or if it is impracticable for the Employer to do so because of such violation. In such cases, the time limit for holding hearings or notifying employees shall start to run upon the termination of the strike, work stoppage, or interruption or impeding of work.

C. Arbitration

4.14 Step Three (3)

If a grievance is not settled in the procedure herein set forth in Step 1, the Union may, within thirty (30) calendar days after receipt of the Employer's decision at Step 2, notify the Employer by certified mail, return receipt requested, that it is taking the grievance to arbitration in accordance with the following provision. Such notice shall include a statement of the reasons for such action.

4.15 If the Union notifies the Employer that it is taking a grievance or grievances to arbitration in the manner and within the time limit prescribed in paragraph A, the grievance or grievances shall be submitted to arbitration under the Voluntary Labor Arbitration Rules and Regulations of the American Arbitration Association, and the Union shall take its request to the American Arbitration Association for the selection of an arbitrator not later than fourteen (14) calendar days after the date notice is mailed to the Employer that the Union is taking the grievance to arbitration. If an arbitrator is not requested within the time limit as provided, the grievance shall be considered as settled on the terms offered by the Employer at Step 1. The Union shall not submit more than two (2) separate grievances to the same arbitration hearing without the mutual consent of the Employer.

4.16 It is understood and agreed between the parties that the powers of the arbitrator are limited as follows:

(a) He shall have no power to decide any matter which is reserved solely to the rights of management;

(b) Except as otherwise specifically provided in this Agreement, he shall have no power to change the wages, hours or conditions of employment set forth in this Agreement;

(c) He shall have no power to add to, subtract from or modify any of the terms of this Agreement;

(d) He shall deal only with the grievance or grievances which occasioned his appointment.

4.17 The expenses of the arbitrator shall be shared equally between the Employer and the Union. The arbitrator shall render his decision in writing within one (1) month following the submission of the matter to him. His decision shall be final and binding upon all parties to the arbitration.

4.18 Awards of the arbitrator may or may not be retroactive as the equities of particular cases may demand.

ARTICLE V

SENIORITY

5.1 New employees hired to fill specific vacancies will be considered as probationary employees until they have been employed continuously for one hundred eighty (180) calendar days, but seniority will start as of the last date of hire.

5.2 Probationary employees may be disciplined or laid off or terminated with or without cause and without recourse to the Grievance and Arbitration Procedures.

5.3 The last day of hire shall mean the last date the employee was employed or transferred to perform work of a nature which is normally assigned to the bargaining unit.

5.4 Employees who are transferred or promoted to a job outside of the bargaining unit shall retain their seniority within the bargaining unit for a period of one (1) year. Thereafter, their bargaining unit seniority shall be terminated. Employees returning to the bargaining unit after being transferred or promoted to a job outside of the bargaining unit shall be required to work in a bargaining unit job for not less than ninety (90) days before again being permitted to take a job outside of the bargaining unit and retain their bargaining unit seniority.

5.5 When an employee acquires seniority, his name shall be placed on the seniority lists. Up-to-date seniority lists shall be made available to all employees annually.

5.6 Seniority, or continuous service, shall be broken and the employee shall cease to have seniority and is no longer an employee if he or she:

- (a) Voluntarily quits the service of the Employer;
- (b) Is discharged for cause;
- (c) Fails to report absence from a regularly scheduled work day for a period of three (3) consecutive working days;
- (d) Is on lay-off and fails to report or acknowledge notice to report within three (3) days of written notice. Such notice shall be reported by the Employer to the Union in writing, and a copy of the report shall be mailed by certified mail to the employee involved at his last known address as shown on Employer records. If within seven (7) calendar days thereafter, good and sufficient reason is not shown for failure to report, the employee shall be deemed to have voluntarily quit;
- (e) A continuous lay-off of two (2) years, or for a period of time equal to the employee's seniority at time of lay-off, whichever is greater.

5.7 Seniority of an employee shall continue while absent because of injury covered by Worker's Compensation.

ARTICLE VI

LAY-OFFS AND RECALLS

6.1 It is the intent and purpose of this Article to preserve the principle that, provided the employee has the ability to perform the work, job security should increase in proportion to length of continuous service without interruption to the efficient operations of the Employer.

6.2 Probationary and temporary employees shall be laid off before any seniority employee.

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

6.4 During a lay-off, supervisory employees shall not be permitted to perform work of the bargaining unit except in the following types of situations:

- (a) Work normally performed by the supervisor;
- (b) In an emergency or where regular employees are not available;
- (c) To instruct or train employees;
- (d) To do experimental work on a new job;
- (e) To fill personnel shortages caused by scheduled employees not reporting to work;
- (f) In all other cases where unit employees are not displaced due to the work performed by the supervisor.

6.5 The re-employment of military service veterans shall be in accordance with applicable State and Federal statutes in effect at the time of re-employment.

6.6 In the event an employee is unable to perform his regular job as a result of disability, the Employer and the Union will make a diligent effort by mutual agreement to assign the employee in a job he is qualified to perform regardless of seniority.

ARTICLE VII

PROMOTIONS

7.1 The Employer encourages unit employees to seek upgrading within the bargaining unit. If a new job or permanent vacancy occurs in a classification covered by this Agreement and the Employer determines to fill such opening, the job will be posted for a period of five (5) working days. The Employer will give consideration to unit employees who possess the skill or ability, experience or education, and physical fitness where applicable, necessary to perform the job. If more than one (1) employee is qualified and all of the above factors are relatively equal, award shall be made to the employee with the longest continuous service. The award to the successful applicant will be made within five (5) working days following the closing of bids. If there are no qualified bidders for any posted job, the Employer may fill the job at its discretion. Probationary employees do not have seniority rights for bidding on posted job openings.

7.2 An employee who accepts a promotion shall be subject to a probationary period of one hundred eighty (180) days.

7.3 The employee shall have thirty (30) working days during which to elect to return to his former job classification without loss of seniority. In addition, an employee who, in the Employer's opinion, does not satisfactorily complete the probationary period may elect to return to his former job classification without loss of seniority.

7.4 An employee who accepts a promotion and who, in the Employer's opinion, satisfactorily completes the probationary period shall be placed on the job classification seniority list as of the first full day's work in the upgraded classification.

7.5 Lateral or downward transfers will not be permitted except for medical reasons.

7.6 The Union and the Employer agree that there is no requirement to train employees in specific skills for specific positions, but a period of time may be required to acquire job familiarity.

ARTICLE VIII

PAYROLL DEDUCTION AND UNION SECURITY

8.1 During the term of this Agreement, the Employer will honor written assignment of wages to the Union for the payment of Union dues, initiation fees, or service charges of non-Union employees. The Employer will promptly remit the dues deducted pursuant to such assignments with a written statement of the names of the employees for whom deductions were made. Normally, the deduction will be made the last period of each month for the then current Union dues.

The employee's assignment may include the following clause which the Employer agrees to honor:

"This assignment shall continue in full force and effect until revoked by the employee in writing not more than sixty (60) days and not less than fifty (50) days before any anniversary date of this Agreement."

8.2 During the term of this Agreement, the Employer will honor written assignments of wages for charitable contributions, Credit Union, savings bonds, retirement plans, insurance, and deferred compensation.

8.3 Each employee who would be eligible to acquire or maintain membership in the Union, and who fails voluntarily to acquire or maintain membership in the Union, shall be required as a condition of employment, beginning on the thirty-first (31st) day following the beginning of such employment or date of this Agreement, whichever is later, to pay to the Union each month a service charge as a contribution toward the administration of this Agreement and the representation of such employee. This service charge shall be for an amount equal to the regular and usual monthly dues.

8.4 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability arising out of the Employer's actions for the purpose of complying with the provisions of this Section, or in reliance on any list, notice, or assignment furnished under any such provision.

ARTICLE IX

HOURS/WORK DAY/WORK WEEK

9.1 The normal work week shall consist of forty (40) hours.

9.2 The Employer shall have the right to schedule one (1) employee each week on a rotating basis on Saturday and Sunday.

9.3 Overtime shall be computed on the basis of one and one-half times (1-1/2X) the regular hourly rate on all hours worked in excess of the scheduled hours per day, and on all hours in excess of the scheduled hours per week.

9.4 Normal hours shall be 7:00 a.m. to 3:00 p.m., unless otherwise scheduled by the Employer.

(a) A paid lunch period shall be from 11:30 a.m. to 12:00 noon, unless otherwise scheduled by the Employer.

(b) Employees working overtime hours will be allowed necessary breaks for meals; the breaks will be limited to one-half (1/2) hour in duration and taken at usual meal times, including midnight.

(c) The Employer may schedule afternoon and midnight shifts and pay for such fixed shifts a shift differential of twenty cents (\$.20) per hour for the afternoon shift and twenty-five cents (\$.25) per hour for the midnight shift.

9.5 Nothing in this Agreement shall be construed as a guarantee of hours per day or days per week; however, it is not the intent of the Employer to reduce the normal work hours unless dictated by lack of work or financial contingencies.

9.6 Paid vacations, paid sick leaves, and paid holidays will count as time worked when computing overtime.

9.7 With the Employer's approval, compensatory time off may be used for time earned in lieu of payment.

9.8 Employees called out to work outside of their regular working hours shall receive a minimum of three (3) hours pay.

ARTICLE X

VACATIONS

10.1 Vacation time will be computed from the employee's last hire-in date.

10.2 Vacation leave with pay will not be granted to any employee who has not completed at least one (1) year of continuous employment.

10.3 Vacation leave with pay will not be granted before vacation time has been earned.

10.4 A vacation of eighty (80) hours shall be granted to all employees with continuous service of from one (1) to five (5) years; from five (5) to ten (10) years, one hundred twenty (120) hours; from ten (10) to fifteen (15) years, one hundred twenty (120) hours plus eight (8) hours per year of continuous service for each year over ten (10) years; and, one hundred sixty (160) hours to employees having fifteen (15) years or more of continuous service.

An employee may carry vacation time from one calendar year to the next year, provided such carried over vacation time does not exceed the time allowed for one (1) year.

10.5 Paid holidays falling within a paid vacation will not be charged against the earned vacation time.

10.6 Employees shall be permitted to choose either a split or entire vacation, subject to employment needs. Whenever possible, the employee shall have the right to choose the time of his vacation by making request of the Employer in advance. Vacations shall be granted in order of request.

10.7 At the option of the employee, an employee who retires in accordance with the provisions of the St. Clair County Employees Retirement Plan may receive payment for accumulated vacation as a lump sum in lieu of taking the vacation before the effective date of his retirement.

10.8 In accumulating vacation leaves, sick leaves taken during the period in which vacation is earned, not exceeding the accumulated sick leave of the employee, shall be counted as time worked. Absence due to duty connected disability shall also be counted as time worked, as defined in Article XX.

10.9 All fringe benefits shall cease when an employee is off the payroll, except as provided in Section 16.4 and Article XX.

ARTICLE XI

LEAVES OF ABSENCE

11.1 Leaves of absence may be granted at the discretion of the Employer. Such leaves will not be granted for the purpose of permitting the employee to work elsewhere. The employees returning from authorized leaves of absence shall be entitled to return to their own jobs with full seniority credits, and shall be entitled to full consideration for advancement to any vacancy which occurred during their absence, except as otherwise provided for in writing as a condition to granting such leaves of absence.

11.2 Maternity leaves of absence will be granted upon written application to the Secretary of the Board. Such request must be made prior to the fifth (5th) month of pregnancy and shall include a doctor's certificate indicating the anticipated delivery day and length of leave, and a letter from the employee indicating the expected date to start leave. The maternity leave of absence shall be up to ninety (90) days from the date of commencement of the leave. Unless disabled, the employee may continue to work until the anticipated birth of her child and shall not begin maternity leave prior to two (2) weeks before the expected delivery date. Employees shall use any accumulated sick leave to their credit during this time and may use vacation time. If the maternity leave of absence lasts longer than the amount of accumulated sick leave and/or vacation time available, that portion of the leave will be without pay. Employees returning from authorized maternity leaves of absence shall submit a return to work form from the doctor and shall be entitled to return to their own job with full seniority credits.

11.3 Paid emergency leaves not exceeding three (3) days will be granted to all employees having continuous service of sixty (60) days in case of the death of the employee's father, mother, sisters, brothers, grandparents, father-in-law, mother-in-law, husband, wife, children, grandchildren, and relatives residing in the same household, providing such employee attends the funeral services. Paid emergency leaves for the day of the funeral only will be granted to all employees having continuous service of sixty (60) days in case of the death of the employee's brother-in-law, sister-in-law, and spouse's grandparents, provided the employee attends the funeral.

11.4 Any absence of an employee for duty, including any absence for a single day or part of a day, which is not authorized by a specific grant of leave of absence under the provisions of this Agreement, will be deemed to be an absence without leave.

11.5 Necessary time of up to one (1) day will be granted to any employee who is a pallbearer at the funeral of another St. Clair County Wastewater Treatment Plant employee or retired employee.

11.6 Employees required to serve on jury duty will be paid the difference between jury duty pay and their regular day's pay provided they submit such evidence.

ARTICLE XII

SICK LEAVE

12.1 Sick leave pay is granted for absence legitimately due to:

- (a) An employee's sickness or accident;
- (b) A member of his immediate household is ill and requires his presence at home;
- (c) Appointments with a licensed medical practitioner.

12.2 All employees, as of the effective date hereof, shall have accumulated sick leave as shown on the books of the Employer.

12.3 (a) All regular employees hired prior to February 28, 1986, shall be granted sick leave based on the following:

- (1) Twenty (20) hours after each six (6) months employment in the first year;
- (2) Forty (40) hours after each six (6) months the second year;
- (3) Forty (40) hours after each four (4) months after the third and subsequent years.

(b) All regular employees hired on or after February 28, 1986, shall be granted sick leave based on the following:

- (1) Twenty (20) hours after each six (6) months employment in the first year;
- (2) Forty (40) hours after each six (6) months the second year;
- (3) Thirty-two (32) hours after each four (4) months the third and subsequent years.

(c) Sick leave, when used, shall be charged on a time-for-time basis.

(d) Any unused portion of such sick leave shall be accumulative and a record of such sick leave shall be maintained in the offices of the Employer.

12.4 Any employee in the service of the Department of Public Works who retires in accordance with the provisions of the St. Clair County Employees Retirement Plan shall be paid sixty-five percent (65%) of his accumulated sick leave at the effective date of separation from employment.

12.5 In case of the death of an employee in the service of the Commission, payment of one hundred percent (100%) of his/her accumulated sick leave shall be made to the beneficiary designated on the group life insurance policy with the Employer, or to a beneficiary designated to the Employer in writing by the employee.

12.6 A satisfactory doctor's certificate shall be submitted before payment will be made for sick leave, with the following exceptions; five (5) one (1) day sick leave usages per year and two (2) one (1) to five (5) day usages per year. All other sick leave usages, including any usages the day before or after a holiday, will require a doctor's certificate. The doctor's certificate must be turned in within one (1) week or by the end of the pay period in which the absence occurred, whichever is longer, providing the employee is physically capable of doing so. "Usages" under this Article will be defined as full days.

12.7 When an employee is not able to report for work on account of sickness or illness, it will be the responsibility of the employee or some member of his household to notify the Employer, by telephone or messenger, at least one-half (1/2) hour before his starting time if possible, and if not, as soon as possible thereafter. Failure to follow this procedure will constitute grounds for disciplinary action. Employees on extended sick leave shall give the Employer a physician's statement of their medical condition every two (2) weeks. Employees who submit a physician's statement indicating the estimated length of sick leave necessary before return to work shall not be required to furnish the Employer with any further statements of their medical condition while on sick leave until the expiration of the physician's original statement of the length of sick leave necessary. Employees extending sick leave beyond the physician's original estimated recovery date shall continue to use the above reporting procedure.

12.8 An employee returning from sick leave shall have the right to return to his own job providing he has been off on sick leave for less than two (2) years plus one (1) day or the length of his seniority, whichever is less.

12.9 An employee may take eighteen (18) personal hours off as sick leave which shall not count as sick leave under Section 12.6.

ARTICLE XIII

SUPPLEMENTAL WORKER'S COMPENSATION

13.1 In the event of an "on the job" accident, an employee may apply for accumulative sick leave to the extent of augmenting the amount paid him for a compensable accident claim so as to receive his scheduled weekly wage. The amount of sick leave to be deducted shall be proportionate to the amount of pay from the Road Commission.

ARTICLE XIV

DRUG-FREE WORKPLACE POLICY

14.1 To establish and maintain a safe, healthy working environment for the protection of employees and citizens; to reduce the number of accidental injuries to persons and property; to reduce absenteeism and tardiness; to improve productivity and efficiency; to provide drug/alcohol rehabilitation assistance for any employee who seeks such help or who may require it, so that they may perform in the workplace as a useful, productive employee for the good of themselves and the Commission; and, pursuant to the Drug-Free Workplace Act of 1988:

The Commission prohibits the unlawful manufacture, distribution, possession, use, or being under the influence of a controlled substance or an intoxicating liquor on Commission premises or worksites, in Commission vehicles or equipment, or while on Commission business.

The Commission and Local 516M, AFL-CIO, and the International Union of Operating Engineers, Local 547, AFL-CIO, recognize that a drug/alcohol problem does not occur as a one time incident and are treatable illnesses which, in most cases, require extensive education, treatment and rehabilitation.

14.2 Definitions

(a) "Controlled substance" means a drug substance as defined in the Michigan Controlled Substance Act (M.C.L.A. 333.7104 [2]);

(b) "Intoxicating liquor" means any drink defined as an alcoholic beverage under the Michigan Liquor Law (M.C.L.A. 436.2);

(c) "Under the influence" means that condition as it is defined under the Federal Motor Carriers Safety Regulations Part 383, as amended.

14.3 Every employee will be required to submit to a blood or urinalysis examination at the Employer's expense for the purposes of detecting the employee's use of unlawful controlled substances and/or alcohol under the following circumstances:

(a) As part of a routine scheduled physical examination for purposes of Commercial Driver's License (CDL) testing;

(b) When the Commission has reasonable suspicion that the employee is or has violated this policy:

(1) Reasonable suspicion may include by example, but not by limitation:

a. Observable phenomena such as direct observation of drug use or possession and/or physical symptoms of being under the influence of a drug/alcohol;

b. A pattern of abnormal conduct or erratic behavior if witnessed and documented in writing by at least two (2) supervisors trained in determining reasonable suspicion;

c. Conviction for a drug-related offense or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;

d. Evidence that the employee has tampered with a previous drug test.

(c) All applicants for employment must pass a drug screen analysis as a condition of being offered employment;

(d) No random testing will be conducted.

14.4 Employees who refuse to be tested in accordance with this policy or fail to pass the drug/alcohol screening are in violation of this policy.

14.5 The Commission shall initiate action to discipline any employee who is found to be in violation of this policy, provided that such action shall be waived the first time an employee is found in violation of this policy if the employee:

(a) Agrees that a substance abuse situation exists, and/or voluntarily identifies himself as a user of illegal drugs, or volunteers for drug testing prior to being identified through other means; and

(b) Obtains counseling or rehabilitation through the Employee Assistance Program, or seeks medical attention through an accredited program; and

(c) Thereafter, refrains from further violation of this policy.

14.6 All drug/alcohol screening will be performed by a reliable medical and/or testing organization at the Employer's expense in accordance with the Department of Transportation regulations, as amended, and will include, at a minimum, a confirming analysis of any positive results.

14.7 Drug tests will be limited to those which are mandated by State and Federal laws and/or as agreed to herein.

14.8 Any employee convicted of a workplace violation of any criminal drug statute must report the conviction within five (5) days to the Commission.

14.9 In compliance with the Drug-Free Workplace Act of 1988, St. Clair County Road Commission, Local 516M, AFL-CIO, and the International Union of Operating Engineers, Local 547, AFL-CIO, has adopted and has in force the foregoing policy regarding drugs in the workplace. Every employee shall be given a copy of this statement and understands that strict compliance with this policy will be enforced and is a condition of employment.

14.10 Interpretation and application of this policy is subject to the Grievance Procedure in the employee's Contract.

ARTICLE XV
HOLIDAY PAY

15.1 All employees having continuous service of thirty (30) days shall be eligible to receive holiday pay under the following regularly scheduled paid holidays:

New Year's Day

Good Friday

Memorial Day

Independence Day

The day following Independence Day holiday unless Independence Day is on a Tuesday, in which case it will be on Monday;

Labor Day

Veterans Day

Thanksgiving Day

Friday following Thanksgiving Day

Last regular shift the day before Christmas when Christmas falls on Tuesday, Wednesday, Thursday, or Friday;

Christmas Day

Last regular shift the day before New Year's Day when New Year's day falls on Tuesday, Wednesday, Thursday, or Friday.

(a) Whenever one of these holidays occurs on Saturday, it shall be recognized on the preceding scheduled work day.

(b) Whenever one of these holidays occurs on Sunday, it shall be recognized on the subsequent Monday.

(c) Employees required to work on any of the specified holidays shall receive time and one-half (1-1/2) for all hours worked in addition to regular holiday pay.

(d) When work is required on any of the above specified holidays, said work shall be on a rotation basis among those employees qualified to do the necessary work.

15.2 Employees eligible under these provisions shall receive pay for their regular scheduled hours for that day of the week for each of the holidays specified, computed at their regular straight time rate, exclusive of night shifts and overtime premium.

ARTICLE XVI

INSURANCE

16.1 The Employer agrees to provide hospitalization insurance and surgical fee benefits for all employees having continuous service of a maximum of sixty (60) days and their dependents as follows: standard Blue Cross/Blue Shield Comprehensive Major Medical Plan, or equivalent, with one hundred dollars (\$100.00) per person or two hundred dollars (\$200.00) per family deductible amount for covered health care benefits. The deductible amount is payable once in each benefit period.

Furthermore, after the payment of the deductible amount, the plan will pay eighty percent (80%) of reasonable charges with a twenty percent (20%) co-payment by the employee up to a maximum of five hundred dollars (\$500.00) per family in co-payments. After that, Blue Cross/Blue Shield of Michigan, or equivalent, will pay full reasonable charges and no further co-payments shall be required for the balance of said benefit period.

16.2 The Employer will provide group life insurance of thirteen thousand dollars (\$13,000.00) for each employee.

16.3 The Employer agrees to provide standard Blue Shield Plan Prescription Drug Program and two dollar (\$2.00) co-pay, or equivalent, for all employees having continuous service of a maximum of sixty (60) days and for their dependents.

16.4 The Employer will continue to provide the benefits specified in Article XVI, Insurance, for employees on an approved sick leave of absence for up to ninety (90) calendar days following the depletion of such employee's accrued sick leave. The Employer will continue to provide the hospitalization and surgical benefits specified in Section 16.1 for a maximum of sixty (60) days after an employee is off the payroll for medical leave or lay-off.

16.5 The Employer agrees to provide a dental insurance program, as now provided.

16.6 The Employer agrees to provide an optical insurance program, as now provided.

16.7 The Employer agrees to provide extended disability benefits as follows:

(a) An employee who has accumulated thirty (30) days sick leave at the time of a non-duty connected sickness or injury shall, at the expiration of all accumulated sick leave and vacation days, and during a continuous period thereafter during which he is totally disabled, receive weekly extended disability benefits for the period described in (c) below.

(b) Amount of Benefit

- (1) The weekly extended disability benefit shall be fifty percent (50%) of the employee's straight time wages for a period of total disability not to exceed fifty-two (52) weeks;
- (2) Extended disability benefits shall not be paid during any week in which the employee receives benefits from Worker's Compensation Insurance;
- (3) Benefits payable for less than a full calendar week shall be prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the week;
- (4) Fringe benefits shall continue while an employee is receiving extended disability benefits.

(c) Commencement and Duration of Benefits

- (1) Extended disability benefits to an eligible applicant shall be for the period commencing the day following the last day of expiration of an employee's accumulated sick leave and vacation days;
- (2) The maximum period during which extended disability benefits may be payable shall be fifty-two (52) weeks, but in no event beyond the date of death, the end of the month in which he attains age sixty-five (65), commences drawing benefits from the St. Clair County Employees Retirement Plan, or the time that he no longer satisfies the total disability requirement. If an employee's return to work with the Employer is not effective to qualify him for a new period of extended disability, or if he engages in some gainful occupation or employment other than one for which he is reasonably qualified by education, training, or experience, his satisfying of the continuing disability requirement shall not be deemed to end, but his extended disability benefit shall be suspended for the period he engages in such occupation or employment.

(d) **Rehabilitation**

There is no ineligibility for extended disability benefits because of work which is determined to be primarily for training under a recognized program of vocational rehabilitation.

(e) **Proof of Total Disability**

Evidence of total disability shall be furnished in accordance with Section 12.7 and as a further requirement, the Employer may require an applicant, as a condition of eligibility, to submit to examination by a physician designated by it for the purpose of determining his initial or continuing total disability.

16.8 The Employer shall provide Michigan Blue Cross Blue Shield Second Surgical Opinion Program, or equivalent, for all employees having continuous service of sixty (60) days, and their dependents.

ARTICLE XVII

SERVICE RECOGNITION

17.1 The following schedule will be paid in addition to the employee's hourly wage rate for a maximum of two thousand eighty (2,080) hours per year.

<u>Employee Number</u>	<u>Employee Name</u>	<u>3/01/92</u>	<u>3/01/93</u>	<u>3/01/94</u>
704	Charles Hines	\$.69	\$.71	\$.74
705	Thomas Sparger	.58	.61	.63
707	Ricky Erdmann	.29	.30	.31
709	Joseph Goetz	.29	.30	.31

Service recognition shall not apply to employees hired after March 1, 1992.

ARTICLE XVIII

WAGES AND CLASSIFICATIONS

18.1 Classifications and hourly compensation rates effective March 1, 1992:

<u>Classifications</u>	<u>Hourly Rate</u>
Assistant Superintendent	\$17.23
W.W.T.P. Operator B	15.15
W.W.T.P. Operator C	14.89
W.W.T.P. Operator D	14.63
W.W.T.P. Operator Entry Level	10.89

18.2 Classifications and hourly compensation rates effective March 1, 1993:

<u>Classifications</u>	<u>Hourly Rate</u>
Assistant Superintendent	\$17.92
W.W.T.P. Operator B	15.76
W.W.T.P. Operator C	15.49
W.W.T.P. Operator D	15.22
W.W.T.P. Operator Entry Level	11.33

18.3 Classifications and hourly compensation rates effective March 1, 1994:

<u>Classifications</u>	<u>Hourly Rate</u>
Assistant Superintendent	\$18.64
W.W.T.P. Operator B	16.39
W.W.T.P. Operator C	16.11
W.W.T.P. Operator D	15.83
W.W.T.P. Operator Entry Level	11.78

18.4 All salary increases shall start on the first day of a fourteen (14) day pay period. If the effective date of the pay increase falls within the first seven (7) days of the pay period, the salary increase will be effective the preceding Sunday. If the effective date of the pay increase falls within the last seven (7) days of the pay period, the salary increase will be effective the following Sunday.

18.5 All salary increases assuming satisfactory job performance review.

18.6 The Employer will issue paychecks to employees at the end of the last scheduled work day, every other week.

ARTICLE XIX

DEFECTIVE EQUIPMENT/ACCIDENTS AND REPORTS

19.1 The Employer shall not require employees to take out on the street or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. The Employer reserves the right to determine the safety condition of the vehicle provided the order is not in direct conflict with State law. The employee may request the order to be in writing if he thinks the equipment is unsafe.

19.2 Any employee involved in any accident with County equipment shall immediately report said accident and physical injury sustained. Before starting his next shift, the employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all names and addresses of witnesses to any accidents. For purposes of disciplinary action, no such accident shall be held against an employee's record for more than three (3) years.

19.3 The employee shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer.

ARTICLE XX

DUTY-CONNECTED DISABILITY

20.1 For the purpose of accumulating fringe benefits while absent due to duty-connected disability, the following shall apply:

(a) Vacation leaves under Article X, up to a period of one (1) year from date of injury;

(b) Holiday pay under Article XV, for holidays occurring within one (1) year from date of injury;

(c) Seniority under Section 5.6;

(d) Supplemental Worker's Compensation, under Article XIII;

(e) Insurance benefits under Article XVI shall continue up to one (1) year from date of injury;

(f) Sick leave benefits under Article XII shall continue up to one (1) year from date of injury;

(g) Service Recognition benefits under Article XVII shall continue up to one (1) year from date of injury.

20.2 As used in this Contract, "duty-connected disability" means that period, certified by a doctor appointed by the Employer, that a regular employee is not able to work because of an injury that qualifies for Worker's Compensation benefits.

ARTICLE XXI

MANAGEMENT RIGHTS

21.1 The management and the direction of the working forces including all responsibilities, powers, and authorities, such as (by way of example and not by way of limitation) the right to select, hire, promote, to discipline for just cause, to direct and determine the size of the working force, to schedule the work, the abandonment of any operation, the schedule of hours and shifts, the granting of increases, promotion, demotion, lay-off and recall, contracting or arranging for work to be done by others, and the establishment of reasonable work rules, except such as are specifically relinquished or modified by provisions of this Agreement, are the sole and exclusive rights and responsibilities of management vested in the Employer.

ARTICLE XXII

PROHIBITION OF STRIKES AND LOCKOUTS

22.1 The Union shall neither cause nor counsel its members or any of them to strike, nor shall it in any manner cause them either directly or indirectly to commit any concerted acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the Employer. The occurrence of any such acts or action prohibited in this Section by the Union shall be deemed a violation of this Agreement.

22.2 The Union shall not be liable where the acts or actions hereinbefore enumerated are not caused or authorized directly or indirectly by the Union. However, whether or not the Union is liable for such acts or actions, any employee who commits any of the acts prohibited in this Section may be subject to the following penalties:

- (a) Discharge;
- (b) Other disciplinary action as may be applicable to such employee.

22.3 Upon notification confirmed in writing by the Employer to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately in writing order such members to return to work immediately, provide the Employer with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. In the event a wildcat strike occurs, the Union also agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue such orders and to take such action shall be considered in determining whether or not the Union caused or authorized the strike.

22.4 The Employer will not lock out employees. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage or slowdown by any other employees, such inability to work shall not be deemed a lockout under the provisions of this Section.

ARTICLE XXIII

GENERAL

A. Non-Discrimination

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

B. Discipline and Discharge

23.2 (a) Dismissal, suspension, and/or any other disciplinary action shall be only for cause which shall be given to the employee in writing with the employee having the right to defend themselves against any and all charges.

(b) When the Employer feels disciplinary action is warranted, such action must be initiated within twenty (20) working days from the date of the occurrence of the condition giving rise to the action, or within twenty (20) working days of the date it is reasonable to assume that the Employer became fully aware of the conditions giving rise to the discipline.

(c) Notice of Discharge or Suspension

The Employer agrees that upon the discharge or suspension of an employee to notify, in writing, the Steward.

C. Visitation

23.3 Upon request by the Union and the presentation of proper credentials, Officers or accredited Representatives of the Union shall be admitted to the Employer premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided that said observation shall not disrupt orderly operations.

D. New Jobs

23.4 The Employer shall notify the Union in writing when new jobs are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement of the parties, the Employer shall place into effect a new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and rate of pay, and the Employer shall meet with the Union to negotiate in good faith. The negotiated and agreed upon rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed.

E. Personal Vehicles

23.5 Employees using their personal vehicles for work related activities shall receive mileage benefits calculated on the same formula as now provided.

F. Deferred Compensation Plan

23.6 The Employer will implement the existing Deferred Compensation Plan into this unit.

G. Clothing Allowance

23.7 The Employer will provide laboratory smocks, coveralls, and insulated coveralls to the employees on an as-needed basis. All items furnished shall remain on the premises.

H. Training

23.8 The Employer agrees to cooperate to the extent possible in allowing employees the necessary time off with pay to attend classes conducted by the State for the purpose of obtaining their initial license or for upgrading their present licenses.

I. Tuition Reimbursement

23.9 With prior approval, the Employer agrees to reimburse an employee the cost of tuition or registration fees for any classes conducted by the State of Michigan or by California State University, Sacramento, California, for the purpose of obtaining their initial license or for upgrading their present licenses, provided the employee satisfactorily completes the course.

J. Sick Leave or Vacation in Lieu of Hospitalization

23.10 An employee not wishing to be covered by the Road Commission hospitalization insurance program shall be granted twenty (20) additional hours of sick leave or vacation each six (6) months, at the employee's option, to be used in accordance with the established policy, provided they meet the following criteria:

(a) Certify that they have been offered the Road Commission hospitalization insurance program;

(b) Certify that they are covered by a comparable hospitalization insurance program and will notify the Road Commission immediately upon cancellation of the hospitalization insurance program;

(c) Have not participated in the Road Commission hospitalization insurance program for six (6) months.

ARTICLE XXIV

TERMS OF AGREEMENT

24.1 This Agreement shall be effective on **March 1, 1992**, and shall remain in full force and effect, without change, addition, or amendment, from the said date hereof to midnight **February 28, 1995**, and shall be renewed from year to year thereafter, provided that either party hereto may reopen this Agreement for changes or amendments, or may terminate the Agreement by serving written notice on the other party of its desire to change, amend or terminate at least sixty (60) days prior to February 28, 1995.

24.2 If any law now existing or hereafter enacted, or any proclamation, regulation or edict of any State or National Agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and either party hereto, upon notice to the other, may reopen for negotiation the invalidated portion.

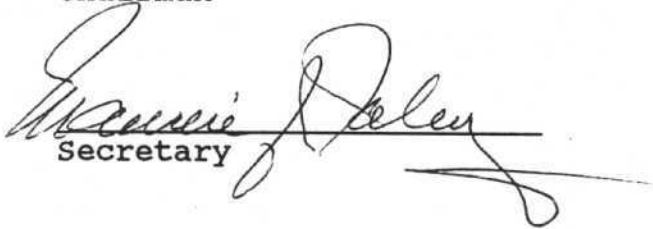
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

COUNTY OF ST. CLAIR
BOARD OF PUBLIC WORKS

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547, AFL-CIO


Chairman


Business Manager


Secretary


President


Recording/Corresponding
Secretary