

12/31/87

1540

AGREEMENT

between

JACKSON COUNTY SOCIAL SERVICES BOARD
hereinafter referred to as the "Employer"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547
547 A, 547 B, and 547 C, AFL-CIO
hereinafter referred to as the "Union"

January 1, 1985 through December 31, 1987

Jackson County Medical Care Facility

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

ARTICLE I

PURPOSE

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

ARTICLE II

UNION RECOGNITION

(a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours of employment.

(b) The term "employee" as used herein shall include Building Engineers, Maintenance Workers, and Maintenance Helpers, employees of the Employer.

ARTICLE III

AGENCY SHOP DUES CHECK-OFF

Section 1. Agency Shop.

(a) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within the thirty-first (31) calendar day of the effective date of this Agreement, or within the thirty-first (31) calendar day of their hire by the Employer, whichever is later, become members, or in the alternative, shall as a condition of employment, pay to the Union, each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

(b) An employee who shall authorize or tender the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).

(c) Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice of such default is delivered to the Employer by the Union.

(d) If any provision of this Article is deemed invalid under Federal or State law, said provision shall be modified to comply with the provisions of said Federal or State law.

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

(f) The Employer agrees that upon hiring any new employees who are covered by this Agreement the Employer shall send a letter advising the Union of the name, date of hiring, and Social Security Number of the new employee.

(g) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.

Section 2. Check-Off.

(a) The Employer shall deduct Union dues or service fees from the wages of employees covered by this Agreement from the second pay of each month, dues or service fees uniformly required as a condition of employment only in such cases as the employee files with the Employer proper written authorization to do so.

(b) Such dues or service fees, as and when deducted, shall be kept separate from the Employer's general funds, shall be decreed trust funds, and shall be forwarded to the Union forthwith.

(c) The Employer shall not be responsible for the Initiation fee.

ARTICLE IV

MANAGEMENT RIGHTS

The Employer hereby retains and reserves unto itself the sole and exclusive rights to manage and operate the Facility in all of its operations and activities including by way of illustration and not limitation the right to hire, promote, discharge, lay off, and recall employees, and to maintain discipline and efficiency, to determine services to be furnished, including the methods and equipment to provide same, to direct the work force, to determine the number of employees, to change methods of operations, and to establish work schedules, all of which shall be subject to and be in conformity with the applicable express provisions of the agreement. In addition, the Employer retains the right to establish and enforce reasonable rules and regulations as to conduct of employees and operations of the Facility not inconsistent with other provisions of

this agreement, the reasonableness of such rules and their enforcement being subject to the grievance procedure. In general, all rights except such as are specifically abridged or relinquished herein, are reserved to the Employer.

ARTICLE V

NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as 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.

ARTICLE VI

STEWARD

(a) The Employees shall be represented by a Chief Steward who shall be chosen or selected in a manner determined by the Employees and the Union. Reasonable arrangements will be made to allow the steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings.

(b) During his term of office, the Chief Steward shall be deemed to head the seniority lists for the purposes of shift preference, lay off and recall only, provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

ARTICLE VII

UNION BUSINESS REPRESENTATIVE

The Union Representative shall have access to the Facility for the purpose of investigating and adjusting any complaints therein by arranging with the management to go through the Facility during regular working hours, but on none of such visits shall such Union Representative interfere with production or the maintenance of discipline in the Hospital.

ARTICLE VIII

CONTRACTUAL WORK

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

ARTICLE IX

JURISDICTION

Employees of the Employer not covered by the terms of this Agreement temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency.

ARTICLE X

SENIORITY & PROBATIONARY EMPLOYEES

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. There shall be no seniority among probationary employees. Laid-off or discharged probationary employees shall not have recourse to the terms of this Agreement.

(b) Newly hired employees completing their probationary period shall acquire seniority from the date of hire. Employees transferring into the bargaining unit from other departments at the Facility after having completed their probation period shall acquire bargaining unit seniority from the date of transfer.

(c) Employees shall be laid-off, recalled or demoted according to their seniority in their classification. An Employee on scheduled lay off shall have the right to displace a lessor seniority employee in a lower series classification.

(d) Seniority shall continue to accumulate for an employee who is transferred to a supervisory position.

ARTICLE XI

SENIORITY LISTS

Section 1.

(a) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

(b) An agreed to seniority list shall be made available to each employee covered by this Agreement. Such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into classification.

(c) The Employer will keep seniority list up-to-date at all times and will provide the Local Union Membership with up-to-date copies at least every one hundred eighty (180) days.

Section 2. Loss of Seniority.

An Employee will loss his seniority for the following reasons:

1. He resigns.
2. He is discharged for cause.
3. He is absent for three (3) consecutive working days without notifying the Employer. After such absence the Employer will send written notification to the Employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
4. If he does not return to work when recalled from lay off as set forth in the recall procedure.
5. Return from sick leave and leaves of absence will be treated the same as (3) above.

ARTICLE XII

TRANSFERS AND PROMOTIONAL PROCEDURES

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within four (4) working days, and the employee shall be given four (4) working days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided, he has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: The type of work, the place of work, the starting date, the rate of pay, the hours to be worked, and the classification.

(b) Any employee temporarily transferred from his classification to another classification covered under this Agreement shall be paid either the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher.

(c) Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar days, the position shall then be considered an open position and posted for bidding from interested employees.

ARTICLE XIII

DISCIPLINE - DISCHARGE

(a) When the Employer feels disciplinary action is warranted, such action must be taken within five (5) working days of the date it is reasonable to assume that the Employer became aware of the conditions giving rise to the discipline.

(b) Any employee who is discharged or disciplined shall be given written notice specifying the reason for the discharge or discipline. The Union shall be furnished a copy of all such notices.

(c) Employees shall be subject to immediate dismissal for any of the following reasons: Drunkenness, dishonesty, insubordination or willful violation of agreed upon rules.

ARTICLE XIV

NEW JOBS

(a) The Employer shall notify the Union in writing when new or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between 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.

(b) The new classification and rate 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 days 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. The negotiated 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. In a case where the parties are unable to agree on the classification and/or rate of pay the issue may be submitted to arbitration. The Arbitrator shall render his decision based solely on the final position of either of the parties. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through arbitration, the new classification shall be added to and become a part of Schedule A of this Agreement.

ARTICLE XV

LEAVE OF ABSENCE

Any employee in the bargaining unit elected or appointed to full time office in the Union whose duties require his absence for the term of such office and shall accumulate seniority during his term of office, and at the end of such term shall be entitled to resume his regular seniority status and all job and recall rights; provided, that said leave of absence (without pay) may not exceed a period of time equal to one-half the total years' seniority accumulated by said employee at the time said employee secures his leave of absence. In the event said employee shall fail to return to

work after said period of time, as hereinbefore defined, then said employee shall be considered to have quit his job, and he shall be removed from the seniority list.

ARTICLE XVI

GRIEVANCE PROCEDURE

STEP ONE.

(a) An employee having a grievance shall present it orally to his/her immediate supervisor within five (5) days from time when employee knew, or should have known, of its occurrence. If it is not settled orally, the steward shall reduce it to writing, stating the grievance, and it shall be submitted to the supervisor within five (5) working days from the date of the oral presentation.

STEP TWO.

(a) The Union representative shall meet with the Employer representative to discuss the grievance within five (5) working days of its written submission.

(b) The Employer shall give its decision in writing within five (5) working days of said meeting. If the grievance is not appealed within five (5) working days of the Employer's decision, said decision shall be considered as settlement of the grievance.

STEP THREE.

(a) In the event that they are unable to settle the matter and the Union wishes to carry it further it shall be determined by decision of an arbitrator selected by the parties. In the event they cannot agree upon an arbitrator within five (5) days, then an

arbitrator shall be selected by the American Arbitration Association in accordance with their rules.

(b) Any arbitrator selected shall have only the functions set forth herein. The fees and approved expenses of an arbitrator will be paid by the parties equally.

(c) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved and the Employer.

(d) Any grievance not appealed within the time limits outlined within the grievance procedure shall be considered settled on the basis of the last answer and not subject to further review. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.

(e) The decision of the Arbitrator shall be final and conclusive and binding upon all Employees, the Employer and the Union.

(f) The Arbitrator shall render his decision in writing not later than thirty (30) days after the hearing.

(g) The fees and expenses of the Arbitrator shall be borne equally by the parties.

ARTICLE XVII

HOURS AND WORK WEEK

Section 1.

(a) The normal pay period shall consist of ten (10) working days in a fourteen (14) day period.

(b) The normal work day shall be eight (8) continuous hours.

Section 2. Shift Premium and Distribution of Overtime

(a) Employees who work on the second and third shift shall receive, in addition to their regular pay, twenty-five (\$.25) cents per hour respectively additional compensation.

(b) The regular full work day shall consist of eight (8) continuous hours per day.

(c) With thirty (30) minutes off for lunch included in the eight (8) hour period.

(d) Employees may take one (1) fifteen (15) minute rest period during the first half of their regular shift and one (1) fifteen (15) minute rest period during the second half of their regular shift.

(e) Early Reporting & call-in: Hourly rated employees reporting for duty at the employer's request for work which is outside of and not continuous with the employee's regular work period shall be guaranteed two (2) hours of pay at one and one half (1-1/2) times his/her regular rate.

(f) Distribution of overtime shall be divided and rotated equally as possible according to seniority in classification.

(g) No employee shall be required to take time off from his scheduled work week in order to avoid the payment of overtime for hours worked.

Section 3. Time and One-half.

Time and one-half will be paid as follows:

1. For all hours worked over eight (8) in one day.
2. For the seventh (7th) day as such.
3. For all hours in excess of the regular work week or eighty (80) hours every two (2) weeks.
4. For all hours worked outside the regular shift on holidays that are defined in this Agreement in addition to holiday pay.

ARTICLE XVIII

HOLIDAY PROVISIONS

(a) The paid holidays are designated as:

| | |
|-------------------------------|----------------------|
| New Year's Day | Veteran's Day |
| Martin Luther King's Birthday | Columbus Day |
| Washington's Birthday | Thanksgiving Day |
| Memorial Day | Christmas Eve Day |
| Independence Day | Christmas Day |
| Labor Day | General Election Day |
| Employee's Birthday | |

An employee who is scheduled to work on a holiday, and who works as scheduled, shall receive the holiday pay plus time and one-half pay for all hours worked.

(b) Obviously, in a hospital the entire staff cannot be off on the same day. The immediate supervisor will schedule the holiday time off. At the same time, consideration will be given as far as possible, and reasonable to the individual's wishes. Whenever possible, the employees will be scheduled so that all may have a turn for actual holidays.

(c) An employee who is scheduled to work on a holiday and who works as scheduled may be given a compensatory day off in the same pay period, if such days can be arranged to the mutual satisfaction of the employee and his/her supervisor.

(d) If an employee is scheduled to work a holiday and calls in sick, the employee may utilize sick leave, if available, for the call-in. In this event, he/she shall not receive holiday pay. An employee will receive holiday pay if he/she works as assigned on the scheduled work days immediately before and after the holiday, or have been on a pay status for these days. If an employee is on a leave of absence, unexcused absence, Worker's Compensation, or unpaid sick leave on the days immediately before and/or after a holiday, no holiday benefits will be granted.

ARTICLE XIX

SICK LEAVE

Section 1.

(a) Each employee covered by this agreement shall accumulate one (1) sick leave day per month provided he/she works eleven (11) scheduled work days or more in that month. All hours

paid (vacation, personal, and sick days) shall be considered hours worked in this instance.

(b) The Employer shall pay the employee, upon retirement or separation for one-half (1/2) of their unused accumulated sick leave days or if the employee so desires one-half (1/2) of his unused accumulated sick leave days may be added to his total service time with the County for retirement purposes provided the employee has completed five (5) years of service with the Employer.

Section 2. Personal Business Days.

To be entitled to paid personal leave, employees must have seniority status. Employees are granted three (3) days upon being hired and upon each respective anniversary date. Personal leave shall not accumulate from year to year. Personal leave shall not be utilized on holidays, Saturdays, or Sundays, except in cases of emergency. An employee shall notify his/her supervisor at least 24 hours prior to utilizing personal leave. Employees will be paid for personal leave at their current rate of pay at the time they take personal leave.

ARTICLE XX

FUNERAL LEAVE

An employee shall be allowed three (3) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, grandparents or a member of the employee's household. Any employee selected to be a pallbearer for a

deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The Local Union Chairman, or his representative shall be allowed one (1) funeral leave day in the event of a death of a member of the unit who is a member of the Medical Care Facility, for the exclusive purpose of attending the funeral. Paid funeral leave for immediate family is not extended beyond one working day past the date of the funeral. Sick leave days may be used to extend a funeral leave upon notification of and authorization by the employer.

ARTICLE XXI

HOSPITALIZATION MEDICAL CARE COVERAGE

DENTAL REIMBURSEMENT

(a) The Employer shall pay the total cost of the Blue Cross-Blue Shield (MVF-1 Semi Private) Master Medical Hospitalization Insurance for the employee and his dependents. This coverage shall apply to all seniority employees if they are not covered by other hospitalization coverage. The Employer may provide equivalent or better insurance through a carrier other than Blue Cross-Blue Shield.

(b) Hospital and medical coverage provided by the Employer will continue when an employee retires.

(c) The employer shall reimburse each employee up to \$200.00 annually for dental expenses incurred by the employee, current spouse and dependent children of the employee living with the employee through December 31 of the year in which their nineteenth (19) birthday occurs. Unexpended dental reimbursement will be

carried over from the previous year to the next year, not to exceed \$200 - combined with current years allotment, not to exceed \$400 in one year.

(d) The Employer shall provide each employee with one (1) pair of safety glasses, prescription if needed, per year.

ARTICLE XXII

LIFE INSURANCE COVERAGE

The Employer shall pay for life insurance of Seven Thousand Five Hundred (\$7,500) dollars with an additional Accidental Death and Dismemberment Insurance of Seven Thousand Five Hundred (\$7,500) dollars when the regular employee attains seniority status.

ARTICLE XXIII

VACATION ELIGIBILITY

An employee will earn vacation with pay in accordance with the following schedule:

1. Two (2) weeks after one (1) year to seven (7) years of employment.
2. Three (3) weeks after seven (7) years to twelve (12) years of employment.
3. Four (4) weeks after twelve (12) years to sixteen (16) years of employment.
4. Five (5) weeks after sixteen (16) years to twenty-five (25) years of employment.
5. Six (6) weeks after twenty-five (25) years and over of employment.

ARTICLE XXIV

VACATION PERIOD

(a) Vacations will be granted at such time during the year as are suitable, considering both the wishes of employees and efficiency operation of the department concerned.

(b) Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.

(c) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

(d) A vacation may not be waived by an employee and extra pay received for work during that period.

(e) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled upon the presentation of a certificate from his doctor. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

(f) Each employee shall request his vacation three (3) weeks prior to the time he wishes to take it. It shall then be posted.

ARTICLE XXV

PAY ADVANCE

(a) If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on

vacation. He must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.

(b) If an employee is laid-off or retired, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

(c) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE XXVI

JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

ARTICLE XXVII

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVIII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees

with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2.

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

Section 3.

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

ARTICLE XXIX

TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until December 31, 1987.

(b) The parties agree that this three year agreement shall be subject to an economic reopener to negotiate wage rates and fringe benefit levels for the second and third years of the Agreement. For this purpose, the provisions of this Article, Section (c) shall apply during the second year of the Agreement.

(c) If either party desires to terminate this Agreement it shall, one hundred eighty (180) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on one hundred eighty (180) calendar days written notice prior to the current year of termination.

(d) If either party desires to modify or change this Agreement it shall, one hundred eighty (180) calendar days prior to the termination, or any subsequent termination date, give written notice of amendment or amendments desires. Such written notice shall be sent by certified mail to the recognized mailing address of the other party and shall be deposited at least one hundred eighty (180) calendar days prior to the anniversary date of this Agreement. In the event that no notice is given of the intention to re-open, then all of the features of said Agreement shall be automatically renewed for an additional year or until the termination date of this Agreement as hereinbefore provided. Any amendment that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(e) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, the International Union of Operating Engineers, Local #547, AFL-CIO, 13021 Puritan, Detroit, MI 48227 and to the Employer

addressed to The Jackson County Medical Care Facility, 1715 Lansing Avenue, Jackson, MI 49202.

(f) The effective date of this Agreement is January 1, 1985.

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

JACKSON COUNTY SOCIAL SERVICES BOARD

Margaret Eaton

Genevieve E. Hartwig

Robt John Jr.

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

Peter Sillio
BUSINESS MANAGER

Robert D. Jones
PRESIDENT

Jennifer L. Hudson
RECORDING-CORRESPONDING
SECRETARY

APPENDIX A

STEP 1

Final Average Compensation (FAC) is equal to the average of compensation (wages) paid to an employee during five (5) consecutive years of credited service within the ten (10) years preceding retirement from County employment.

| | | |
|-------|--------------|--------------------------------|
| 1979 | \$ 10,000.00 | |
| 1980 | 11,000.00 | |
| 1981 | 12,000.00 | |
| 1982 | 13,000.00 | |
| 1983 | 14,000.00 | |
| | <hr/> | |
| TOTAL | \$ 60,000.00 | (FAC) ÷ 5 years = \$ 12,000.00 |

STEP 2

FAC multiplied by the sum of 1.2% to a maximum of \$4,200.00 plus FAC in excess of \$4,200.00 multiplied by the sum of 1.7%.

| | | |
|--------------|-------------|-------------|
| \$ 12,000.00 | \$ 4,200.00 | \$ 7,800.00 |
| - 4,200.00 | x .012 | x .017 |
| <hr/> | <hr/> | <hr/> |
| \$ 7,800.00 | \$ 50.40 | \$ 132.60 |

STEP 3

Add together 1.2% and 1.7% of FAC.

| |
|-----------------|
| \$ 132.60 |
| + 50.40 |
| <hr/> |
| \$ 183.00 TOTAL |

STEP 4

Multiply years of vested service by total in Step 3.

| | | |
|-------------|-------------|-------------|
| \$ 183.00 | \$ 183.00 | \$ 183.00 |
| x 8 years | x 15 years | x 20 years |
| <hr/> | <hr/> | <hr/> |
| \$ 1,464.00 | \$ 2,745.00 | \$ 3,660.00 |

STEP 5

Divide figure in Step 4 by 12 to arrive at monthly benefit rate.

| | |
|-------------|--------------------------|
| \$ 1,464.00 | ÷ 12 = \$ 122.00/monthly |
| \$ 2,745.00 | ÷ 12 = \$ 228.75/monthly |
| \$ 3,660.00 | ÷ 12 = \$ 305.00/monthly |

STRAIGHT LIFE

An unreduced retirement allowance for life (see sample computations on page 1). All retirement benefits stop upon the death of the retiree.

Upon the death of the retiree should there be a difference between the retirant's accumulated contributions and the total amount of retirement allowance payments made the named beneficiary shall be paid that difference.

OPTION A - JOINT AND SURVIVORSHIP ALLOWANCE

Under Option "A" retirant is paid a reduced retirement allowance for life with the provision that upon the retirant's death the reduced retirement allowance shall be continued throughout the lifetime of the named beneficiary designated in writing at the time of application.

Option "A" is approximately a 25% reduction of Straight Life Benefits.

| | |
|-----------|-----------|
| \$ 122.00 | \$ 122.00 |
| x .25 | - 30.50 |
| <hr/> | <hr/> |
| \$ 30.50 | \$ 91.50 |

| | |
|-----------|-----------|
| \$ 228.75 | \$ 228.75 |
| x .25 | - 57.19 |
| <hr/> | <hr/> |
| \$ 57.19 | \$ 171.56 |

| | |
|-----------|-----------|
| \$ 305.00 | \$ 305.00 |
| x .25 | - 76.25 |
| <hr/> | <hr/> |
| \$ 76.25 | \$ 228.75 |

OPTION B - JOINT AND SURVIVORSHIP ALLOWANCE

Under Option "B" retirant is paid a reduced retirement allowance for life with the provision that upon the retirant's death one half of the reduced retirement allowance shall be continued throughout the lifetime of the named beneficiary designated in writing at the time of application.

Option "B" is approximately a 10% reduction of Straight Life Benefits.

| | | |
|-----------|-----------|---------------------|
| \$ 122.00 | \$ 122.00 | |
| x .10 | - 12.20 | One-half = \$ 54.90 |
| <hr/> | <hr/> | |
| \$ 12.20 | \$ 109.80 | |

| | | |
|-----------|-----------|----------------------|
| \$ 228.75 | \$ 228.75 | |
| x .10 | - 22.88 | One-half = \$ 102.94 |
| <hr/> | <hr/> | |
| \$ 22.88 | \$ 205.87 | |

| | | |
|-----------|-----------|----------------------|
| \$ 305.00 | \$ 305.00 | |
| x .10 | - 30.50 | One half = \$ 137.25 |
| <hr/> | <hr/> | |
| \$ 30.50 | \$ 274.50 | |

Schedule A
SALARY SCHEDULE

| <u>CLASSIFICATION</u> | <u>PROBATIONARY RATE</u> | <u>91st DAY</u> | <u>AFTER 1 YR EMPLOYMENT</u> |
|----------------------------------|------------------------------|-----------------|----------------------------------|
| <u>EFFECTIVE JANUARY 1, 1982</u> | | | |
| Crew Leader | | | \$18,287.50 |
| Building Engineer | 7.1060 | 7.2523 | 8.0465 |
| Maintenance Worker | 6.2700 | 6.4790 | 6.8970 |
| Maintenance Helper | 3.9710 | 4.1278 | 4.3890 |
| <u>EFFECTIVE JANUARY 1, 1983</u> | | | |
| Crew Leader | | | \$19,110.40 |
| Building Engineer | 7.4258 | 7.5787 | 8.4086 |
| Maintenance Worker | 6.5522 | 6.7706 | 7.2074 |
| Maintenance Helper | 4.1497 | 4.3136 | 4.5865 |
| <u>EFFECTIVE JANUARY 1, 1984</u> | | | |
| Crew Leader | | | \$19,970.41 |
| Building Engineer | 7.7600 | 7.9197 | 8.7870 |
| Maintenance Worker | 6.8470 | 7.0753 | 7.5317 |
| Maintenance Helper | 4.3364 | 4.5077 | 4.7929 |

LETTER OF UNDERSTANDING

The parties agree that in consideration of a one year wage and benefit freeze by the bargaining unit, there shall likewise be no wage or fringe benefit increases for supervisory exempt (non-union) personnel positions at the Facility for said year. Any increases in wages or fringe benefits during this one year period to supervisory exempt (non-union) positions shall be passed on to the bargaining unit.

For the Union



For the Employer


