

THIS AGREEMENT, made and entered into this 14th day of December, 1993, 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 excluding the Superintendents and office clerk-typists.

"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 in the County of Monroe, but excluding construction inspectors, supervisors 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 equal obligation to the extent that he 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 own way and assume his 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

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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.

Section 3. 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.

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

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.

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 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 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 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 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.
- (c) 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 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 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 seniority rights and his employment terminated if: (a) he quits; (b) he retires, or is retired under any retirement plan; (c) he is discharged for just cause; (d) he is absent for three (3) consecutive workdays without sufficient reason; (e) he falsifies a material fact on his application for employment or gives a false reason to obtain a leave of absence; (f) he fails to report for work upon termination of any leave of absence; (g) he fails to report to work after being notified to report to work following layoff as in Section 7; (h) he is laid off for a period of twenty-four (24) consecutive months; (i) he is on medical leave of absence for a period of more than twenty-four (24) consecutive months unless an extension is mutually agreed to by the parties; (j) he works for another employer while on any leave of absence, unless such employment is agreed to in advance by the Employer and Union.

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 regularly assigned job classification, shall displace the most junior employee then working in any other job classification whose work he 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 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 original job classification held prior to layoff if such job is still available ; second, to any position previously held and for which he is qualified and physically able to perform; third, to any other position for which he 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 intends to return to work with the Employer and, if he states that he will return to work with the Employer, he 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 decision within the said three (3) workday period or notifies the Employer that he will not return to work with the Employer or having agreed to return to work, fails to report on the date specified, he 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 superseniority 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 seniority within his 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 former job classification in the bargaining unit within such six (6) month period, his 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 regularly assigned job classification or the job classification to which he is transferred, whichever is greater. An employee transferred under this Section shall not gain any seniority rights in the job classification to which he 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 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 three (3) 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), and Sewer Maintenance.
- (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 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 former job classification without loss of seniority rights.
- (h) An employee who successfully bids for and is awarded a permanent transfer to a new job classification under this Section shall not be entitled to bid for any other vacancy for a period of twelve (12) months, except by mutual agreement of the Employer and the Union.
- (i) 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.
- (j) The successful bidder on a different job can take five days to return to his old job classification without penalty or losing his former job classification. If the employee chooses to give up the job for which he bid after the five days, he understands that the Employer is under no obligation to hold his old job open for him. He would go back to the lowest job classification in that unit.

ARTICLE 7

DISCHARGE AND SUSPENSION

Section 1. RULES AND REGULATIONS. The Employer may from time to time establish reasonable rules and regulations relating to maintenance of order, safety and discipline among its employees together with disciplinary penalties for their enforcement. Discharge or disciplinary action shall be for just cause and the Employer's action shall be subject to the grievance procedure. In the event the Employer takes into consideration previous infractions of rules or regulations in determining the extent of disciplinary action,

the Employer will consider only those infractions which occurred within the twelve (12) month period immediately preceding the current violation. The Local Union President or his alternate will receive copies of all disciplinary action for bargaining unit employees as soon as practicable.

Section 2. In the event that an employee believes that he has been unfairly disciplined or discharged not for just cause, he may file a grievance within five (5) workdays after the disciplinary action or discharge has occurred. The grievance shall be in writing and the processing of said grievance shall start at Step 3 of the grievance procedure. The discharge or disciplinary action shall not be the subject matter of the grievance procedure unless the employee or Local Union files the written grievance within the time limit specified herein.

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 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. **PERSONAL LEAVE.** A seniority employee may be granted a 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. Seniority, vacation time, holiday pay, sick leave, insurance or other employee benefits shall be accumulated or paid during a personal leave of absence, provided, however, an employee on such personal leave may keep his medical, surgical and hospital insurance in force for the first three (3) months of such leave by paying the full premium to the Employer in advance each month. Seniority and fringe benefits 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 personal leave of absence.

Section 2. **MATERNITY LEAVE.** An employee who becomes pregnant shall be entitled to a maternity leave of absence upon presenting a statement from her physician stating that she is pregnant and setting forth the estimated date of delivery. The employee will be permitted to continue working as long as she has the permission of her physician to do so and so long as she can satisfactorily perform all of the duties of her job classification. An employee shall return to work following delivery as soon as she is capable of satisfactorily performing all of the duties of her job classification and shall present a statement from her physician to that effect upon returning to work. A maternity leave of absence for purposes of normal delivery shall not be considered as a sick leave under the terms of this Agreement. Seniority, vacation, holidays, sick leave, insurance and other employee benefits shall not accumulate or be paid during such maternity leave, provided, however, an employee on such maternity leave may keep her medical, surgical and hospital insurance, in force for the first three (3) months of such leave by paying the full premium to the Employer in advance each month. Seniority and fringe benefit status shall be frozen as of the date of the commencement of the maternity leave and upon termination of the leave such benefits shall be reinstated to the employee.

Section 3. **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 law.

Section 4. 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 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 5. MEDICAL LEAVE. In the event an employee is unable to perform his job by reason of any physical or mental condition, the Employer shall grant the employee a medical leave of absence for so long as such employee is unable to perform his work but in no event longer than twenty-four (24) months, except that this period may be extended by mutual agreement between the Union and the Employer. Medical leave of absence shall be granted subject to the following conditions:

- (a) To qualify for a medical leave, the employee must notify the Employer as soon as practicable of the condition which makes him unable to work and must within three (3) workdays thereafter furnish the Employer with a doctor's certificate showing the nature of such condition and the estimated length of time the employee will be unable to perform his job. If sick leave is for an indefinite period of time, the employee shall be required to furnish a similar report from a doctor whenever reasonably requested by the Employer. If a medical leave is granted for a specified period of time, the employee may request an extension of this medical leave subject to the aforementioned maximum limitation, but such request must be in writing and must be accompanied by a doctor's certificate similar to that required for an original medical leave and must be delivered to the Employer prior to the expiration of the medical leave already granted.
- (b) An employee on a medical leave may not return to work from such leave until he presents a doctor's certificate stating that he is able to perform the regular duties of his job classification.
- (c) The Employer reserves the right to have an employee examined at its expense by a physician designated by the Employer at any time in connection with the medical leave which has been granted or in connection with a condition which may indicate that a medical leave may be required.
- (d) Seniority, vacation time, holiday pay, sick leave, insurance or other employee benefits shall not be accumulated or paid during a medical leave of absence, provided, however, an employee on such medical leave of absence may keep his medical, surgical and hospital insurance in force for the first three (3) months of such leave by paying the full premium to the Employer in advance

each month. Seniority and fringe 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 medical leave of absence.

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 or call any strikes, work stoppage or cessation of employment prohibited under Act 379, Public Acts of 1965.

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.

ARTICLE 11

GENERAL

Section 1. PAY PERIOD. Employees will be paid wages duly by check every two (2) weeks. Checks will be distributed by the Employer every other Friday.

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 there shall be no discrimination against any employee in connection with the application of this Agreement because of race, religion, national origin, ancestry, color, age, sex, or union activities.

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 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. 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.

ARTICLE 12

HOURS, PAY AND FRINGE BENEFITS

Section 1. LONGEVITY PAY PLAN

The Employer agrees to make longevity payments for continuous service with the Employer to all employees covered by this Agreement who meet each of the following eligibility requirements:

- (a) Longevity pay adjustments are to be based upon continuous service with the Employer determined as of December 1 of each calendar year.

- (b) Employees with less than five (5) years of continuous service with the Employer as of December 1 of any calendar year shall receive no longevity pay.
- (c) Employees covered by this Agreement with five (5) or more years of continuous service with the Employer as of December 1 of any calendar year shall receive longevity pay of \$125.00 plus an additional sum of \$25.00 for each additional year of continuous service in excess of five (5) years.
- (d) 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.
- (e) If an employee does not receive compensation for at least one thousand (1,000) hours during the twelve (12) months period immediately preceding December 1 of each calendar year, no longevity pay shall be due for that calendar year.

Section 2. HOURS OF WORK

- (a) **WORKDAY/WORKWEEK.** For purposes of computing overtime compensation, 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. 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. 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 job classification, or other applicable rate of pay for all hours worked on the employee's sixth and seventh day in his 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 3. 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 twenty-five cents (25¢) per mile or current agency rate, round trip.
- (b) Any employee called to perform work before or after but not in continuation with his 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 regularly scheduled shift, shall not be required to take time off to compensate for such extra hours worked.

Section 4. 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 workweek, such employee shall be compensated for such additional hours at one and one-half (1½) times the rate of pay of his job classification or other applicable wage rate.
- (b) When the Employer requires an employee to work more than eight (8) hours 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 his 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 5. 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 worked at least one hundred forty-five (145) hours 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 f. of Section 7 (Sick Pay 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 his termination of seniority and employment for other reasons permitted by this Agreement, any unused vacation pay earned as of his anniversary date

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

- (e) In the event a vacation period contains a holiday, the employee shall make prior arrangements with his department head to either have one additional day added to his 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 vacation, or in the alternative, request and be paid, in addition to his regular wages, a sum equal to his wages at his regular rate at the time of the scheduled vacation for the period of the scheduled vacation. An employee who has his vacation canceled by virtue of this Section shall also be reimbursed for such sums of monies as he may have lost by way of forfeiture of reservation fees or deposits upon accommodations or travel arrangements made in anticipation of his scheduled vacation. Loss of deposits or reservation fees shall be substantiated, in writing, to the satisfaction of the Employer prior to reimbursement payment.

ANNUAL LEAVE SCHEDULE

Effective September 1, 1981

Annual leave time 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	5.0 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 " " " " "

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. Only the previous twelve (12) months earned Annual Leave can be carried forward from one calendar year to another. Only full months will be counted in determining time elapsed since hire.

Section 6 **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. Lincoln's Birthday (February 12th)
4. 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. Columbus Day (Second Monday in October - If allowed by Statute)
10. Veteran's Day (November 11th)
11. Thanksgiving (4th Thursday in November)
12. Day following Thanksgiving
13. Christmas Day (December 25th)
14. 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 he has an excused absence or is on vacation.
- (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 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.

- (c) 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 shall be eligible to receive holiday pay even though he fails to meet each of the eligibility requirements set forth above.

Section 7. SICK PAY BENEFITS

Sick pay benefits under this Agreement shall be 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 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 requested 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.

Long Term Disability Plan

All non-probationary full-time employees covered by this Agreement are covered by the County of Monroe's self-insured Long Term Disability Plan. For purposes of this policy, the definition of "disability" is as follows:

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 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 is reasonably fitted by education, training and experience.

The amount of disability income benefits provided for eligible employees shall be 67% of the employee's gross basic monthly earnings, exclusive of overtime which such employee would otherwise have worked. The maximum monthly benefit limited to \$4,000.00 with a minimum monthly benefit of \$ 100.00.

The maximum benefit period is as follows:

- (a) for disabilities beginning before the employee attains age 60; to the age of 65;
- (b) for disabilities beginning after the employee attains age 60, but before he attains the age 65: 48 months or up to age 65, whichever is greater.

Disability benefits will be paid bi-weekly. 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 benefits.

Pension disability benefits.

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

The waiting period will be one (1) day for accidents and seven (7) calendar days for illness.

The County shall maintain all insurance benefits for the disabled employee and his eligible family during the disability up to one (1) year from the date of disability. The County Board of Commissioners may extend said insurance benefits or allow the disabled employee to purchase insurance from the County Group Plan at their discretion for extenuating circumstances.

No disability will be paid unless the disabled employee is under the care of a physician who states in writing, that said employee continues to be disabled. This documentation shall be no less than once per month.

An employee receiving benefits under the long term disability policy is required to apply for other income benefits as soon as, and for which he may be eligible. If he

is denied any other benefits, documentation must be provided to the Monroe County Drain Commissioner.

New employees will have a waiting period of ninety (90) days.

On January 1 of each year, employees will receive six (6) sick days for the rest of the year, if these are not used, the employee will receive pay 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.

As of January 1, 1994, all accumulated sick leave time for said employees has been frozen and placed in a bank. Once the employee has utilized those sick days allocated for a given year and is eligible for disability payments, the employee has his choice of either utilizing the banked sick days for illness or maintaining them in the bank and be paid for one-half (1/2) of those unused days at the same rate paid that employee when he terminates his employment.

Section 8 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 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, spouse, child, sister, brother, mother-in-law, father-in-law, grandparents and grandchildren. One (1) day funeral leave shall be granted with pay for death of a brother-in-law and/or sister-in-law. 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 would have received if he had worked for the number of hours which he was scheduled to work on the day of absence.

Section 9 JURY DUTY

Seniority employees who are summoned for jury duty in accordance with applicable law 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 would have received if he worked all the time scheduled which was actually lost for required attendance as a juror.

Section 10 INSURANCE

(a) **INSURANCE PROGRAM.** The Employer shall establish and maintain

during the terms of this Agreement, the insurance benefits as defined at the end of this section.

- (b) The Employer will enter into a master policy or policies with an insurance company or companies of its choice to provide such insurance coverage. The Employer, the Union and all employees covered by this Agreement shall be bound by the terms of the master policies. When an employee becomes eligible for insurance, he may subscribe for such insurance and will at the same time execute and cause to be delivered to the Employer such documents as may be required in connection with such insurance coverage.
- (c) **ELIGIBILITY.** Full-time employees shall be eligible for the insurance coverage provided hereunder effective as of 12:01 a.m. of the first day of the policy month following the date the employee attains seniority. All employees who are eligible at the date of execution of this Agreement shall be covered as of the effective date of this Agreement. Continued eligibility to receive insurance coverage shall be governed by the specific provisions of this Agreement. In the event insurance coverage is terminated as to any employee and the employee subsequently becomes re-eligible for such insurance coverage, such coverage shall become effective in accordance with the terms of the respective policies.
- (d) **CLAIMS.** All Claims shall be filed through the Personnel Department. Each employee is responsible for notifying the Monroe County Drain Commissioner's office of any change in his status which might affect his insurance coverage or benefits.
- (e) **TERMINATION OF INSURANCE COVERAGE.** In the event an eligible employee's employment and seniority is terminated, his insurance coverage terminates as of his last day of active work. In the event an eligible employee is laid off, his insurance coverage shall be continued for the remainder of the policy month in which the layoff occurs. The County shall maintain all insurance benefits for the eligible employees who go on sick leave/long term disability as provided for in this Agreement up to one (1) year from the date of disability. All other leaves of absence shall be treated in the same manner as a layoff.

INSURANCE PROGRAMS

HOSPITALIZATION INSURANCE:

The Employer shall pay the cost of Blue Cross - Blue Shield MVF-1 (Master Medical) policy coverage (in force at the effective date hereof) for every full-time employee with seniority and/or dependent(s).

- (a) Definition of Dependent:

- (1) Spouse
- (2) Any child of subscriber 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 Blue Cross - Blue Shield.

(b) Master Medical Coverage:

- (1) Full cost-no deductible: Semi-private room and all hospital care.
- (2) Additional days of bed patient care beyond basic hospital benefits (except maternity) up to \$100,000 per member per benefit period.

(c) Master Medical Pays 90 Percent:

After deductible of \$50.00 for one (1) person or \$100.00 for two (2) persons for following: (Maximum allowance: \$15,000/member per benefit period).

- (1) Doctor home and office calls.
- (2) Prescription Drugs.
- (3) Artificial Limbs.
- (4) Artificial Eyes.
- (5) Hospital admissions for diagnosis, dental care, physical therapy and pediatric care.
- (6) Home nursing device.
- (7) Therapeutic Equipment.
- (8) Ground and Air Ambulance.
- (9) Out patient Care for Chronic Condition and Physical Therapy.
- (10) Care for Pulmonary TB and Mental Conditions, no Daily Dollar Limit.
- (11) Dressings and Cast Materials.
- (12) Blood, after First Two Pints per benefit year.
- (13) Dental Care for Accidental Injuries.

(d) Master Medical Pays 75 Percent after Deductible:

- (1) Care by Psychiatrists out of Hospital.
- (2) Private Duty Nursing.

(e) Maximum Benefit Period:

120 Days with 90 Day lapse period between hospitalizations for same member.

Life Insurance: Employer pays full cost for:

- (a) \$20,000 Life Insurance.
- (b) \$40,000 Accidental Death with Double Indemnity.
- (c) \$4,000 Life Insurance for County Pension Retirees.

Dental Insurance: Employer pays full cost for the 75-25 co-pay Dental Plan that is in effect for county employees.

Vision Coverage: Employer pays full cost with the following coverages:

- (a) Examination or survey and analysis, limited to one such examination or survey and analysis in any one period of twelve (12) consecutive months \$ 35.00 for employees and their dependents.
- (b) Frame \$ 40.00
- (c) Lenses (per pair)
 - (1) Single Vision \$ 30.00
 - (2) Bifocal(single) \$ 45.00
 - (double) \$ 75.00
 - (3) Trifocal \$ 65.00
 - (4) Lenticular including Aspheric \$125.00
 - (5) Contacts \$125.00

In no case shall benefits be provided more than once in any twelve (12) consecutive months for the purchase of frames; nor more than once within any twelve (12) consecutive months for the purchase of lenses. No benefits shall be payable hereunder with respect to:

- (a) Services rendered as a result of sickness or injury arising out of and in the course of employment.
- (b) Services required by the Employer as a condition of employment or rendered through a medical department clinic, or other similar service provided or maintained by the Employer.
- (c) Sunglasses, even if by prescription.
- (d) Contact lenses unless the visual acuity cannot be made 20/70 or better with spectacle lenses but can be so improved with contact lenses.
- (e) Services covered in whole or in part under the Primary Contract or provided for the Subscriber under any other group coverage furnished by or arranged through any employer.
- (f) Services rendered after the date the Subscriber ceases to be covered hereunder.

Other Additional Insurance Benefits:

- (a) Description:

The Employer will enter into a master policy or policies with an insurance company or companies of its choice to provide such insurance coverage. The Employer, the Union and all employees covered by this Agreement shall be bound by the terms of the master policies. When an

employee becomes eligible for insurance, he may subscribe for such insurance and will at the same time execute and cause to be delivered to the Employer such documents as may be required in connection with such insurance coverage.

(b) Eligibility:

Full-time seniority employees shall be eligible for the insurance coverage provided hereunder effective as of 12:01 a.m. of the first day of the policy month following the date the employee attains seniority. All employees who are eligible as of the date of execution of this Agreement shall be covered as of the effective date of this Agreement. Continued eligibility to receive insurance coverage shall be governed by the specific provisions of this Agreement. In the event insurance coverage is terminated as to any employee and the employee subsequently becomes re-eligible for such insurance coverage, such coverage shall become effective in accordance with the terms of the respective policies.

(c) Termination of Insurance Coverage:

In the event an eligible employee's employment and seniority is terminated, his insurance coverage terminates as of his last day of active work. In the event an eligible employee is laid off, his insurance coverage shall be continued for the remainder of the policy month in which the layoff occurs. Eligible employees who go on sick leave provided for in this Agreement shall have life insurance and hospital and medical insurance coverage continued for a period of six (6) policy months following the month in which the sick leave commenced, provided the employee has seniority and has exhausted all sick pay and vacation pay benefits. All other leaves of absence shall be treated in the same manner as a layoff.

(d) Future Possible Cost-Sharing:

If and when the County of Monroe institutes any cost-sharing of Blue Cross premiums or any other changes in the coverage from the present system, the present union contract will be open to re-negotiation for the balance of the contract period.

Section 11 PENSION

The Employer agrees to maintain the Monroe County Employees Retirement Plan now in effect during the term of this Agreement 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.

As of January 1, 1989, the Monroe County Employee's Retirement Plan was changed as follows:

- (a) The Retirement multiplier was changed from 1.5% to 2.0%.
- (b) The retirement age was changed from 62 to 60 years of age for employees to be able to receive hospitalization coverage for the employee and spouse. The retired employee will pay the cost of the insurance from age 60 to 62 and the County will pay the cost at age 62.

As of January 1, 1992, the Monroe County Employee's Retirement Plan was changed as follows:

- (a) To reflect the use of the best thirty-six months out of the last one hundred twenty (120).
- (b) To reflect the retiree's ability to withdraw their contributions in lump sum by changing section 11.3(c) of the retirement ordinance.

Section 12 PERSONAL DAYS

For the calendar year, employees covered by this Agreement shall be entitled to a maximum of two (2) personal days, with pay to be computed at the employee's straight time hourly rate exclusive of premium of any sort whatsoever as of the date such personal day is taken. Except in cases of emergency, the employees will notify the Employer at least twenty-four (24) hours prior to the shift starting time of the date of such personal days. Personal days shall not accumulate from one yearly period to another, and if not used during the calendar year, shall be canceled on December 31st, and thereafter employees shall have no right for any pay for such unused personal days.

Section 13 PROFICIENCY PAY

Wastewater treatment plant leadmen, 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.

Backhoe Equipment Operator

The previously listed classification and compensation for such classification of \$400.00 is hereby changed to dropping the \$400.00 proficiency pay in favor of \$.20 additional pay per hour.

Computer Operator

The proficiency pay for this classification has been dropped because of the new job classification created which was called Office Manager. This job classification received \$1.20 per hour raise in pay over previous Computer Operator position.

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 from one licensing step to one higher, he shall be paid the base amount for the previously held license plus one-half of the amount of the increase for which he 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 15 UNIFORMS

Full-time seniority employees shall have the options for work attire:

- a. The employee will be furnished up to 11 (11) uniforms per two week period at the Employer's expense with a uniform service company
- b. The employee will be allowed a yearly clothing and work shoe allowance of \$300.00 with the employee responsible for the laundry of the clothing.
- 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.

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 16 MISCELLANEOUS

- (1) As of January 1, 1994, each employee will be placed on Schedule A, as of January 1, 1995, each employee will be placed on Schedule B and as of January 1, 1996, each employee will be placed on Schedule C in accordance with his length of service, as of that date, in the classification which he holds on that date, and employees with less than twenty-four (24) 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 to a wage adjustment.

- (2) A new employee will be hired at the start rate for the classification to which he is assigned but at the Employer's discretion a new hire may be placed in one of the higher progression rates based upon his previous experience.
- (3) 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 length of service thereafter in the new classification (See NOTE 4). 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 length of service in the old classification.
- (4) As an exception to NOTE 3, the Employer may place a successful bidder in the nine (9) month or Top Rate if he has prior experience. Such placement shall be within the Employer's discretion.
- (5) In addition to the hourly wages specified in these Schedules for his job classification, an employee shall receive a premium of fifty cents (50¢) per hour for actual time spent operating the following equipment:

Semi Tractor
Field Gummy
Bobcat with Backhoe Attachment
Vactor Truck

- (6) In instances where the Employer determines it is necessary to assign an employee to inspect new customer tap-ins to the sanitary sewer system, the employee shall receive a premium of twenty-five cents (25¢) per hour for actual time spent in such work. The assignment of such inspection work shall be at the Employer's discretion.
- (7) 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 regularly assigned job classification is greater.

SCHEDULE A

Hourly wages for 1994 beginning with January 1, 1994 and ending December 31, 1994, will be as follows:

<u>Classification</u>	<u>Start</u>	<u>After 3 Months</u>	<u>After 6 Months</u>	<u>After 9 Months</u>	<u>Top Rate After 12 Months</u>
General Supervisor	14.63	14.83	14.98	15.14	15.50
Electrician	14.63	14.83	14.98	15.14	15.50
Foreman-SCW Tap-In Crew	14.30	14.50	14.65	14.81	15.16
Foreman-SCW Other Maint.	14.30	14.50	14.65	14.81	15.16
Foreman-Bedford Trt. Plant	14.30	14.50	14.65	14.81	15.16
Office Manager - SCW	14.30	14.50	14.65	14.81	15.16
Sewer Sys. Special Leadman	13.72	13.93	14.07	14.23	14.58
Treatment Plant Oper. NS	13.45	13.66	13.80	13.97	14.32
Equipment Operator *	14.05	14.26	14.40	14.56	14.92
Mechanic	13.06	13.27	13.41	13.58	13.92
Sewer System Specialist	13.06	13.27	13.41	13.58	13.92
Treatment Plant Operator	13.06	13.27	13.41	13.58	13.92
Utility Man	13.06	13.27	13.41	13.58	13.92
Utility Man (Meter)	13.06	13.27	13.41	13.58	13.92
Water Meter Reader	13.06	13.27	13.41	13.58	13.92
Laborer	12.83	12.98	13.18	13.35	13.70

* Rate includes additional .20 from Dropping Proficiency Pay of \$400 per year.

SCHEDULE B

- (1) Hourly wages for 1995 beginning with January 1, 1995 and ending December 31, 1995, will be as follows:

<u>Classification</u>	<u>Start</u>	<u>After 3 Months</u>	<u>After 6 Months</u>	<u>After 9 Months</u>	<u>Top Rate After 12 Months</u>
General Supervisor	15.07	15.27	15.43	15.59	15.96
Electrician	15.07	15.27	15.43	15.59	15.96
Foreman-SCW Tap-In Crew	14.73	14.94	15.09	15.25	15.62
Foreman-SCW Other Maint.	14.73	14.94	15.09	15.25	15.62
Foreman-Bedford Trt. Plant	14.73	14.94	15.09	15.25	15.62
Office Manager - SCW	14.73	14.94	15.09	15.25	15.62
Sewer Sys. Special Leadman	14.13	14.35	14.49	14.66	15.02
Treatment Plant Oper. NS	13.85	14.07	14.21	14.39	14.74
Equipment Operator	14.47	14.69	14.83	15.00	15.36
Mechanic	13.45	13.67	13.81	13.99	14.34
Sewer System Specialist	13.45	13.67	13.81	13.99	14.34
Treatment Plant Operator	13.45	13.67	13.81	13.99	14.34
Utility Man	13.45	13.67	13.81	13.99	14.34
Utility Man (Meter)	13.45	13.67	13.81	13.99	14.34
Water Meter Reader	13.45	13.67	13.81	13.99	14.34
Laborer	13.21	13.37	13.58	13.75	14.11

SCHEDULE C

- (1) Hourly wages for 1996 beginning with January 1, 1996 and ending December 31, 1996, will be as follows:

<u>Classification</u>	<u>Start</u>	<u>After 3 Months</u>	<u>After 6 Months</u>	<u>After 9 Months</u>	<u>Top Rate After 12 Months</u>
General Supervisor	15.52	15.73	15.89	16.06	16.44
Electrician	15.52	15.73	15.89	16.06	16.44
Foreman-SCW Tap-In Crew	15.17	15.39	15.54	15.71	16.08
Foreman-SCW Other Maint.	15.17	15.39	15.54	15.71	16.08
Foreman-Bedford Trt. Plant	15.17	15.39	15.54	15.71	16.08
Office Manager - SCW	15.17	15.39	15.54	15.71	16.08
Sewer Sys. Special Leadman	14.55	14.78	14.92	15.10	15.48
Treatment Plant Oper. NS	14.27	14.49	14.64	14.82	15.18
Equipment Operator	14.90	15.13	15.27	15.45	15.82
Mechanic	13.85	14.08	14.22	14.41	14.78
Sewer System Specialist	13.85	14.08	14.22	14.41	14.78
Treatment Plant Operator	13.85	14.08	14.22	14.41	14.78
Utility Man	13.85	14.08	14.22	14.41	14.78
Utility Man (Meter)	13.85	14.08	14.22	14.41	14.78
Water Meter Reader	13.85	14.08	14.22	14.41	14.78
Laborer	13.61	13.77	13.99	14.16	14.53

SCHEDULE D

<u>CLASSIFICATION</u>	<u>MAXIMUM QUALIFICATIONS PERIOD</u>
General Supervisor	90 days
Electrician	90 days
Foreman - SCW	90 days
Treatment Plant Foreman	90 days
Equipment Operator	90 days
Office Manager	90 days
Utility Man	30 days
Treatment Plant Operator	90 days
Sewer System Specialist	30 days
Sewer System Specialist Leadman	90 days
Mechanic	30 days
Laborer	5 days
Night Treatment Plant Operator	90 days
Water Meter Reader	30 days
Utility Man (Meter)	30 days

TERMS OF AGREEMENT

This Agreement shall become effective as of January 1, 1994, and shall remain in full force and effect until 11:59 p.m., 31st day of December, 1996. If notice is given in writing by either the Union or the Employer to the other party on or before July 1, 1996, 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, 1996. If notice to amend or modify is not given by July 1, 1996, this Agreement shall be automatically extended one (1) day after December 31, 1996, for each day that elapses after July 1, 1996, 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 14 day of Dec, 1993 in Monroe Michigan.

MONROE COUNTY AGENCY

LOCAL 517 UTILITY WORKERS OF
AMERICA AFL-CIO

BY: Rollin L. Webb
Rollin L. Webb
Monroe County Drain Commissioner
County Agency

BY: Michael Laderach
Michael Laderach, President

BY: Jon Madden
Jon Madden, Vice President

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

BY: _____
Thomas J. Wojtala, National Representative