

A G R E E M E N T

Between

**LENAWEE COUNTY BOARD OF COMMISSIONERS
LENAWEE COUNTY DRAIN COMMISSIONER**

and

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION on
behalf of Local 14723**

EFFECTIVE: January 1, 2007 through December 31, 2009

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AGREEMENT

THIS AGREEMENT, entered into this _____, by and between the LENAWEЕ COUNTY BOARD OF COMMISSIONERS and the LENAWEЕ COUNTY DRAIN COMMISSIONER, hereinafter referred to as the Employer, and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION on behalf of Local 14723, hereinafter referred to as the Union, WITNESSETH:

The general purpose of this agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depends upon the Employer's ability to continue to provide proper services to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions of this Agreement.

RECOGNITION

Section 1.0. Unit Description. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of the employees of the Employer included in the bargaining unit described below:

- (a) All full time and regular part time Utility Operators, Equipment Operators, Systems Operation Leaders, Drain Maintenance I and Drain Maintenance II who are not presently represented by a labor organization, BUT EXCLUDING, office clerical employees, technical employees, professional employees, executive and supervisory employees, irregular part-time, temporary and seasonal employees.

Section 1.1. Steward. The Employer recognizes the right of the local Union to elect a Chief Steward, one job steward from the sewer and water systems operations group and one job steward from the general labor (drain maintenance) group. Only non-probationary employees shall be eligible to be elected as steward. The steward shall serve as a representative of the Union for each group for purposes of contract administration and the transmission and receipt of the information between the Employer and the Union, and in the investigation and presentation of grievances under the grievance procedure established in this Agreement. The Union agrees that the steward will continue to fulfill his regularly assigned duties and his responsibilities as a steward shall not be used to avoid those duties. The steward shall act in a manner that will not disrupt or interfere with the normal functions of the Department.

The local union will notify the Employer in writing of the names of those employees serving as Steward(s) at least annually or after each election. The Employer will recognize as Stewards those employees most recently indicated by the Union in writing. The Employer agrees to notify the Union in writing of immediate supervisors and department heads.

Grievances at the verbal step shall be presented during the first one-half (½) hour or last one-half (½) hour of any shift, except in instances of discharge or disciplinary suspension. Verbal step meetings between a steward and supervisor shall be scheduled by mutual agreement. If it is necessary for the steward to temporarily leave his assignment to process a discharge or disciplinary suspension grievance, he shall first obtain permission from his immediate supervisor. Grievances shall be reduced to writing during non-working hours, that is, before or after the start of the shift, before or after work or during scheduled break periods.

The Employer agrees to compensate the steward at his straight time regular hourly rate for all reasonable time lost from his regularly scheduled working hours while processing a grievance in accordance with Section 5. If the steward abuses the privileges extended herein, the Employer will inform the steward of that fact. Stewards shall be paid for time lost during working hours for attending grievance meetings at Step 2 of the grievance procedure up to a maximum of two (2) hours for any such meeting. The Employer will notify the steward, and the steward will be present, whenever a disciplinary suspension or discharge is given to a member of the bargaining unit.

Section 1.2. Visitation. *Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Steward of the local Union and/or representatives of the Employer concerning matters covered by this Agreement, provided that such representatives shall have notified the Employer prior to such visit, and provided that such visit does not interfere with or disrupt normal operations of the Department.*

Section 1.3. Union Activities. *The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activities during working hours which interferes with the normal operations of the Employer and must not interfere with the progress of the work force.*

UNION SECURITY

Section 2.0. Agency Shop. *As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.0, thirty-one (31) days after the start of their employment with the Employer or the effective date of this Agreement, whichever is later, shall either become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members, or the employee shall sign a service fee check-off authorization form and pay to the Union a service fee equivalent to the periodic dues uniformly required of the Union members if the employee so desires not to become a member of the Union.*

Section 2.1. Union Membership. *Membership in the Union is not compulsory and is a matter separate, distinct and apart from any employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join or not to join the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the bargaining unit without regard to whether or not the employee is a member of the Union.*

Section 2.2. Payroll Deduction for Union Dues.

- (a) *During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees uniformly levied in accordance with the Constitution and the By-Laws of the Union from each employee covered by this Agreement who executes and files with the Employer a proper check-off authorization.*
- (b) *Individual authorization forms shall be furnished, or approved by the Union, and, when executed, filed by it with the County Clerk's Office.*
- (c) *Deductions shall be made only in accordance with the provisions of the written check-off authorization form, together with the provisions of this Section.*
- (d) *All authorizations filed with the County Clerk's Office prior to the fifteenth (15th) of the month shall become effective the following month, provided the employee has sufficient net earnings to cover the dues and/or initiation fee. An authorization filed thereafter shall become effective with the first (1st) paycheck following the filing of the authorization. Deductions for any calendar month shall be remitted to the International Secretary or Treasurer of the Union not later than the fifteenth (15th) day of each month.*
- (e) *The Union shall notify the County in writing of the proper amount of Union membership dues and initiation fees and any subsequent changes in such amounts. The County agrees to furnish the International Secretary or Treasurer of the Union a monthly record of those employees for whom deductions have been made, together with the amount deducted. A copy will be given to the local Union Financial Secretary.*
- (f) *The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability which may arise out of or by reason or action taken by the Employer in compliance with this Section.*

MANAGEMENT RESPONSIBILITY

Section 3.0. Employer's Rights. *It is hereby agreed that the customary and usual rights, powers, functions and authority of management are vested in the Drain Commissioner of Lenawee County and the Lenawee County Board of Commissioners. These rights include, but are not limited to, those provided by statute or law along with the right to direct, hire, promote, layoff, transfer, assign and retain employees in positions within Lenawee County, and also to suspend, investigate, demote, discharge for just*

cause or take such other disciplinary action for just cause which is necessary to maintain the efficient administration of the County. It is also agreed that the Drain Commissioner and the Lenawee County Board of Commissioners have the right to determine the method, means and personnel, employees or otherwise, by which the County business shall be conducted and to take whatever action is necessary to carry out the duties and obligations of the County to the taxpayers thereof. The Drain Commissioner and the Lenawee County Board of Commissioners shall also have the power to make and enforce reasonable rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement. These rights will not be used for the purpose of discrimination against any employee because of membership in the Union. In the exercise of any of the above rights, the Drain Commissioner of Lenawee County and the Lenawee County Board of Commissioners shall not violate any of the provisions of the Agreement.

GRIEVANCE PROCEDURE

Section 4.0. Purpose of Grievance Procedure. *The Employer and the Union support and subscribe to an orderly method of adjusting grievances. To this end, the Employer and the Union agree that the procedure set forth herein shall serve as the means of the peaceful settlement of all disputes that may arise between them concerning the interpretation or the application of this Agreement.*

Section 4.1. Grievance Procedure.

Step 1. Verbal Procedure. *An employee who believes that he has a grievance shall discuss the matter with his immediate supervisor within five (5) days following the events that caused the grievance. If requested by the employee, his steward may be present.*

Step 2. Written Procedure. *If the grievance is not satisfactorily settled at Step 1, it may be appealed by delivery to the Department Head within five (5) days after receipt of the answer in Step 1, a written request for a meeting concerning the grievance. A meeting shall be held within ten (10) days thereafter. The meeting shall be attended by the Chief Steward, the steward writing the grievance, the staff representative of the Union, together with the Employer representatives. The grievant may be allowed to attend the meeting if requested by either party. The Department Head shall give his written answer to the Union within seven (7) days following the meeting.*

Step 3. Arbitration Request. *If the grievance is not settled satisfactorily at Step 2, the Union may appeal the decision to arbitration by notifying the Department Head of its intent to arbitrate in writing within fifteen (15) days following receipt of the Department Head's answer in Step 2.*

Section 4.2. Time Limitations. Time limits at any step of the Grievance Procedure may be extended only by mutual written agreement. In the event the Employer fails or neglects to reply to a grievance at any step of the Procedure within the specified time limit, the Union may process the grievance to the next step. In the event the Union does not appeal from one step to another within the time limits specified, the grievance shall be considered as settled on the basis of the Employer's last answer.

Section 4.3. Selection of Arbitrator. If a timely request for arbitration is filed by the Union on a grievance, the parties shall promptly select by mutual agreement one (1) arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service. The fees and services of the arbitrator shall be shared equally between the Union and the Employer, but each party shall bear its own expenses and witnesses.

Section 4.4. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter, or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance, if arbitrability is affirmatively decided. The arbitration award shall not be retroactive earlier than eight (8) days prior to the time the grievance was first submitted in writing. The arbitration shall be final and binding on the Employer, Union and employees. However, each party reserves the right to challenge arbitration awards thereunder if the arbitrator has exceeded his jurisdiction or has arrived at his award fraudulently or by improper means.

Section 4.5. Definition of Days. Wherever the word "days" is used in this Grievance Procedure, it shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

DISCIPLINE

Section 5.0. Just Cause. The Employer will not discharge or discipline an employee without just cause. In the event an employee is discharged, received a disciplinary layoff, or written warning notice, he may, within five (5) working days after the notice of the action has been given him, cause to be filed a written grievance signed by him complaining of the discipline and the grievance shall commence at Step Two of the grievance procedure, otherwise the discipline shall not be the subject of a grievance. A warning notice shall not remain in effect for disciplinary purposes for a period of more than twenty-four (24) months from the day of said warning notice.

SPECIAL CONFERENCES

Section 6.0. Special Conferences. *Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and Employer representative within ten (10) regularly scheduled working days after request of either party, subject to the following conditions:*

- (a) *Such meeting shall be held not more frequently than once each calendar month and shall be limited to ninety (90) minutes unless otherwise agreed by the Union and Employer.*
- (b) *Such meetings may be attended by one (1) member of the bargaining unit; one (1) Local Union officer; a representative of District 29; and designated representatives of the Employer.*
- (c) *There must be at least one (1) calendar week's advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subjects the party serving such notice wished to discuss. If both parties have subjects they wish to discuss, they shall exchange agendas at least one (1) calendar week prior to such meeting. Discussions at such special conferences shall be limited to the items set forth in the agenda. The matter of discussion or non-discussion of any item on the agenda shall not be subject to a grievance.*
- (d) *Employees shall be paid for all time necessarily lost from their regularly scheduled work while attending such conferences.*

NO STRIKES-NO LOCKOUTS

Section 7.0. No Strike Pledge. *The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid or engage in work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer. The Employer agrees that during the same period there will be no lockouts.*

Section 7.1. Penalty. *Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slow-down, strike or other concerted activity which interferes with the operation of the Employer, may be disciplined or discharged in the sole discretion of the Employer.*

SENIORITY

Section 8.0. Seniority Definition. *Seniority shall be defined as the length of the employee's continuous service with the Lenawee County Drain Commission commencing from his last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.*

Section 8.1. Probationary Period. *All new full time employees shall be considered probationary employees for a period of six (6) months after which time their seniority shall*

be as of their last day of hire. Until an employee has completed a probationary period, he may be laid off, terminated, or disciplined at the Employer's discretion without recourse to the grievance and arbitration procedure. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay and wages set forth in this Agreement.

All employees will begin receiving benefits on the nearest eligibility date following ninety (90) days from date of hire.

Section 8.2. Seniority List. The Employer shall maintain a roster of employees, arranged according to seniority showing name, classification and seniority date. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames. **An up-to-date copy of the seniority list shall be furnished to the Union annually or in the event that there are several new hires within a short period of time.**

Section 8.3. Seniority and Benefit Accumulations. An Employee shall retain and shall continue to accumulate seniority while on all approved leaves of absence unless otherwise specifically provided in one of the leave of absence Sections in this Agreement. Benefits such as insurance, vacation and sick leave shall not accrue, continue or be paid during any leave of absence in excess of thirty (30) calendar days unless otherwise specifically provided for in this Agreement. There shall be no duplication or pyramiding of leave benefits or types of absences. Medical, dental and life insurance shall continue when the employee is on an approved sick leave up to six (6) months beyond the month in which the leave of absence begins.

Section 8.4. Superseniority. The President, Vice-President, Recording Secretary, Financial Secretary, and elected stewards for the purpose of layoff for lack of work or funds and recalls to work following such layoff only, for the term of their office, shall be considered as having more seniority than any other employee within their area of representation. They shall be the last to be laid off for lack of work from their area and the first to be recalled to work in their area following such layoff providing they have the then present ability to satisfactorily perform the available work in such area without additional training. This superseniority shall not apply until such time as employees have exhausted their actual seniority.

Section 8.5. Loss of Seniority. An employee shall lose his seniority and his employment relationship with the County shall be terminated for any of the following reasons:

- (a) He quits or resigns;
- (b) He is discharged or terminated for just cause;
- (c) He retires;
- (d) He has been on layoff status for a period of one (1) year or a period equal to his seniority, whichever is less, and has not been recalled;

- (e) *He fails to return to work at the specified time upon the expiration of the leave of absence, vacation, recall from lay off or disciplinary suspension, unless other arrangements are reasonably agreed upon by the employee and the Employer;*
- (f) *He is absent from work for two (2) consecutive days without notifying the Employer. It is understood that employees are expected to notify the Employer that they will be absent not later than the beginning of their scheduled shift from which they will be absent, if reasonably possible to do so;*
- (g) *If he accepts employment elsewhere while on leave of absence.*

Section 8.6. Temporary Transfers. *The Employer shall have the right to temporarily transfer employees irrespective of their seniority status from one job classification to another to cover for employees who are absent for the period of such absence. The Employer shall also have the right to temporarily transfer employees irrespective of their seniority status to fill jobs or temporary vacancies or take care of unusual conditions or situations or for training purposes, which may arise for a period of not to exceed sixty (60) days. It is understood and agreed that any employee temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which he is temporarily transferred but shall retain his seniority in the permanent classification from which he was transferred.*

If an employee is temporarily transferred as provided in this Section, to a job classification for which the rate range is lower than the rate range for his regular job classification, his hourly rate of pay shall not be reduced. If such temporary transfer is higher than the rate range for his regular job classification, he shall, after working for one (1) full working day in the job classification, receive the minimum rate of pay applicable for the job or his present rate, whichever is higher.

If an employee is temporarily transferred as provided for in this Section, the employee will be paid the difference in mileage between the miles driven to his regular position and his temporary position.

Section 8.7. Transfer to Non-Bargaining Unit Position. *Any employee covered by this Agreement who is transferred or promoted from a classification covered by this Agreement to a supervisory or other position within the Drain Department which is not included within this Agreement shall retain his seniority as of the date of such transfer or promotion, but shall not accumulate any additional seniority.*

LAYOFF AND RECALL

Section 9.0. Layoff. *When it becomes necessary to reduce the size of the work force for any reason whatsoever, probationary employees shall be laid off, unless they possess a specialized skill and there are no more senior employees who are available and who can satisfactorily perform the work of the probationary employee. Thereafter, the employee with the least seniority shall be laid off providing a senior employee possesses the necessary training, ability and experience to efficiently perform the available work.*

In the event there are no senior employees who can satisfactorily perform the available work then the junior employee shall be retained and the next junior employee shall be laid off.

Section 9.1. Notification of Layoff. *Whenever possible, the Employer agrees to give five (5) calendar days advance notification of the layoff and if possible to state in the notification the anticipated duration of the layoff.*

Section 9.2. Recall. *In the event that the work force is increased, recall to work shall be in the inverse order of layoff from work.*

Section 9.3. Notification of Recall. *Notification of recall from layoff shall be sent by certified mail, return receipt requested, deliverable to addressee only, to the employee's last known address. The notice shall give the employee a minimum of ten (10) calendar days within which to respond after the notice of recall has been mailed. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within the time set for return to work, shall be presumed to have resigned and their name shall be removed from the seniority and preferred eligibility list.*

Section 9.4. Benefits During Layoff. *Benefits, except seniority, shall not be accrued, continued or be paid during layoffs.*

JOB OPENINGS

Section 10.0. Bidding. *When it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification, such vacancy shall be posted on the bulletin board for a period of three (3) regularly scheduled working days during which time employees may bid therefore by submitting a job vacancy application form to the Department Head of the Department in which the vacancy occurs. The vacancy shall be awarded to the senior employee so bidding who appears to have the present ability and other attributes to satisfactorily perform the work required in the classification without training. In the event there are no bidders for such vacancy or if, among those bidding therefore, there are none who have the above referred to qualifications, then the Employer shall be free to hire new, fully qualified employees to fill such jobs. In the event the Employer is not able to hire a fully-qualified employee to fill such job, said employee shall be removed therefrom and a regular employee shall be placed on the job and given training. In the event the job vacancy is filled through the bidding procedure, the employee thus awarded the job shall be transferred thereto as soon as is practicable. The purpose of the job probationary period is to give the employee an opportunity to demonstrate that he has the ability, skills and other attributes to satisfactorily perform all aspects of the job. **County job openings are to be faxed to Drain Commission locations.***

Section 10.1. Promotional Probationary Period. *An employee awarded the job through the bidding procedure shall be given a fair trial to prove his ability to perform the work required, not to exceed thirty (30) working days unless mutually extended by the Employer and the Union. When an employee fails to qualify during such period, he shall*

be returned to his former job classification, and the Employer shall advise the employee, in writing, of the reasons why the employee failed to qualify. If during such trial period the employee wishes to return to his former job classification, he shall be permitted to do so provided he has advised the Employer, in writing, of the reasons why he does not wish to remain in the job for which he is successfully bid.

Section 10.2. Restrictions on Bidding Process.

- (a) Any employee who is awarded a job under the bidding procedure shall not be awarded another job, the rate range of which is equal to or less than his present job, under the bidding procedure during the next succeeding six (6) months.
- (b) Any employee who is removed from a job classification or requests to be removed therefrom for which he had bid, as above provided, shall be ineligible to bid for another job during the six (6) month period following the date of the setback. The parties may by mutual agreement waive this restriction in exceptional situations.
- (c) In the event the job to bid on has funding requirements, the same shall be stated on the posting and bidding shall be limited to those employees who can meet the requirements.

Section 10.3. Temporary Employees. It is mutually understood and agreed that the Employer shall continue its practice of using temporary and seasonal employees to supplement and augment its normal work force provided, however, that the use of such employees shall not deprive full time employees covered by this Agreement of overtime opportunities. Temporary and seasonal employees shall not be subject to this Agreement. Temporary and seasonal employees shall be defined as those employees who are hired on the basis of working five hundred and eighty (580) hours or less during a calendar year.

LEAVES OF ABSENCE

Section 11.0. Personal Leave. An employee who has completed his probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period of not to exceed thirty (30) regularly scheduled working days in any calendar year, provided he obtains advance written permission from the Employer or his designated representative and can be spared from work for that purpose. Applications for such leave must be in writing on a form provided by the Employer. Leaves of absence will not be given for the purpose of enabling any employee to work for another employer or to seek employment elsewhere and any employee who obtains a leave of absence by misrepresenting the purposes therefore shall be discharged.

Section 11.1. Military Leave. The reinstatement rights of any employee who enters the Military Service of the United States by reason of an Act or Law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

Section 11.2. National Guard Leave. Leaves of absence without pay will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligation and/or when called due to temporary civil disorders provided such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duties.

Section 11.3. Request for Leave. Request for leaves of absence must be made in writing to the Employer prior to the start of the anticipated leave of absence except where it is impossible to do so.

Section 11.4. Extended Sick Leave. Extended sick leave without pay may be granted, upon application from the employee, for illness or injury, subject to the Employer's right to require medical proof of disability or illness. An employee may be on sick leave for a period of not more than twenty-four (24) months and seniority shall terminate and not continue beyond that time. The Employer may require, as a condition or continuance of any extended sick leave, proof of continuing disability or illness. In situations where the employee's physical conditions reasonably raise a question as to the employee's capability to perform his job, the Employer may require a medical examination, and if cause is found, require the employee to take an extended sick leave of absence. The Employer may require, as a condition of any sick leave, regardless of duration, a medical certificate setting forth reasons for the sick leave when there is reason to believe the health or safety of personnel may be affected or that an employee is abusing sick leave. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including dismissal. Long term disability shall not be terminated solely by reason of termination of seniority.

Section 11.5. Union Leave. The Employer agrees to grant reasonable time off without loss of seniority and without pay to an employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business;

- (1) provided as soon as possible but not less than ten (10) working days written notice is given to the Employer by the Union specifying the length of time off requested,
- (2) provided the length of time off does not exceed a total of twenty (20) calendar days per calendar year and no more than ten (10) days from one Department,
- (3) provided no more than two (2) employees shall be granted such time off for such purpose at any one time and no more than one (1) employee from any Department.

Section 11.6. Funeral Leave. An employee requesting time off from his regular work shall be granted a period of not to exceed three (3) working days with pay for the purpose of arranging for and/or attending the funeral of his current spouse, children, parents, parents-in-law, brother, sister and grandchildren and one (1) working day with pay for the purpose of arranging for and/or attending the funeral of his grandparent(s), brother-in-law, sister-in-law, daughter-in-law and son-in law.

A funeral leave payment shall not be made for any such day on which the employee for any other reason would have been absent. Payment shall be made at the employee's regular straight time hourly rate of pay as of his last day worked. Time thus paid will not be counted as hours worked for purposes of overtime. Additional time off from work by mutual agreement may be granted without pay for the purpose of attending funerals.

To be eligible for funeral leave with pay the employee must attend the same. If the Employer requests proof of death and attendance at the funeral, the employee must present such proof in order to receive the pay herein referred to.

Section 11.7. Jury Duty. An employee who has completed his probationary period who is required to report for and/or perform jury duty as prescribed by applicable laws, for each day on which he reports for and/or performs jury duty during hours he otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he receives from the Court as daily jury duty fees and what he would have earned from the Employer for hours lost from work for jury duty not to exceed eight (8) hours of pay at his regular straight time hourly rate of pay. This provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him to return to work on his shift for two (2) or more hours unless such employee does so return to work.

In order to receive the payment above referred to, an employee must give the Employer notice as soon as possible that he was required to report for jury duty and must furnish satisfactory evidence that he reported for and/or performed such jury duty for the hours for which he claims such payment.

Section 11.8. Physical Examinations. Physical and mental examinations may be required of all employees of the Employer, such examinations to be made by a physician chosen by the Employer. All present and future employees may be required to have a regular physical and mental examination at such intervals as shall be fixed by the Employer and when requested by the Employer prior to the return from absence due to illness or injury, such periodic examinations to be made by a physician chosen by the Employer, and shall be at the expense of the Employer. Employees required to report for physical or mental examinations shall be paid for time lost from work. If a physical or mental examination performed by a medical doctor of the Employer's expense reveals such physical or mental unfitness, the Employee reserves the right to require employees to take a leave of absence without pay who are not physically or mentally fit to perform their duties satisfactorily. If the employee disagrees with such doctor's findings, then the employee at his own expense may obtain a physical or mental examination from a medical doctor of his choice. Should there be a conflict in findings of the two (2) doctors, then a third (3rd) doctor mutually satisfactory to the Employer and the Union shall give the employee a physical or mental examination. The fee charged by the third doctor shall be shared equally between the Employer and the Union and his finding shall be binding on the employee, Employer, and the Union.

SAFETY

Section 12.0. Equipment, Accidents and Reports. *The Employer, the Union and all employees covered by this Agreement recognize that the Employer's primary duty and responsibility is to provide service to the citizens of Lenawee County. Bearing this in mind, the Employer shall always consider the personal safety of the employees in establishing operational procedures.*

Section 12.1. Safety Conditions. *When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to refuse if eminent danger is present or if proper procedures are not followed, but if eminent danger is not present and if the proper procedures have been followed, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation.*

Section 12.2. On-Duty Injuries. *The responsibility for reporting all on-the-job injuries rests squarely with the employee. The employee must file in writing, on forms prescribed by the Employer's insurance carrier for Worker's Compensation, as soon as the employee is able after receiving his injury. An employee suffering an injury arising out of and in the course of his employment, who is required to leave his job will be paid from the time of his injury to the end of his shift on the day of such injury.*

Section 12.3. Equipment Losses. *Employees shall not be charged for loss or damage of the Employer's property, tools, equipment, or articles rented or leased by the Employer unless such loss or damage is due to the employee's negligence. The employee will be required to reimburse the County the cost of the insurance deductible or the cost of the item if the deductible does not pertain.*

Section 12.4. Safety Committee. *A Safety Committee will be composed of not more than two (2) Union employees and two (2) Employer representatives **who will meet once per quarter or if requested by either party**, unless the requesting party does not submit a written or verbal agenda five (5) days in advance, for the purposes of discussing safety and promulgating safety regulations, with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules. This Committee shall meet not more than once per month and for not more than ninety (90) minutes in duration.*

WAGES

Section 13.0. Job Classifications/Rate Ranges. *The Job Classifications and rate ranges applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.*

Section 13.1. New Job Classifications/Rate Ranges. *If during the life of this Agreement, a new job classification is created within the bargaining unit, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly*

notify the Union of its decision. If the Union believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications covered by this Agreement, the Union shall have the right, within fifteen (15) calendar days after it has been so notified, to indicate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said fifteen (15) calendar days period, the rate range so assigned shall become permanent. In the event the parties cannot agree as to the appropriate rate, the issue shall be subject to the grievance procedure commencing with the Third Step thereof.

Section 13.2. Fair Day's Work. It is understood and agreed that in return for wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the Employer.

HOURS OF WORK

Section 14.0. Workday-Work Period. An employee's normal work-day shall consist of eight (8) consecutive hours or voluntary (4) 10-hour days without overtime between March 1 - November 1. All full time employees' work periods covered by this Agreement will normally consist of one-hundred and sixty (160) hours in a period of twenty-eight (28) consecutive days. These definitions shall not constitute a guarantee by the Employer of any number of hours per day or per week or as a limitation on the Employer's right to schedule work in excess of the normal workday or work period. A workday shall be defined as a twenty-four (24) hour period commencing from the start of an employee's regularly scheduled shift. For purposes of premium pay this definition of workday shall not apply where an employee's shift is changed at his request.

Section 14.1. Work Schedule. The work schedule and starting and quitting times for any and all shifts shall be established by the Employer and posted fifteen (15) days in advance whenever possible. It is expressly understood that an employee's work schedule and his shift may be changed whenever operating conditions warrant such change. Schedule and shift changes intended by the Employer to last longer than fifteen (15) days shall be a subject for a Special Conference in accordance with Section 6.0. The present schedule shall be maintained unless the Employer determines operating conditions warrant a change.

Section 14.2. Premium Pay.

- (a) Time and one-half (1 ½) the employee's regular straight time rate of pay shall be paid for all hours actually worked in excess of (8) hours and two (2) times the employee's regular straight time of pay shall be paid for all hours after eight (8) hours of time and one half (1 ½).
- (b) Two (2) times the employee's regular straight time rate of pay shall be paid on the seventh day of the week (Sunday).

Section 14.3. Breaks. *Employees shall be entitled to a paid rest or break period of not to exceed ten (10) minutes duration during the first one-half (½) of the shift and not to exceed ten (10) minutes duration during the second one-half (½) of the shift. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it is being recognized that under certain conditions it will be impossible or impractical for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed. Therefore, an employee's immediate supervisor has the right to determine when a break period may be taken.*

- (a) *Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift except as above provided and except for a thirty (30) minute unpaid lunch period between 11:30 a.m. and 12:30 p.m. as determined by their superintendent for the first shift employees.*
- (b) *All employees shall be allowed ten (10) minutes, with pay, to complete their time cards and wash up. Said period shall be taken just prior to the end of each employee's workday.*

Section 14.4. Report-In Pay. *An employee who reports for work at the start of his regularly scheduled shift and is sent home because there is no work available for him shall receive two (2) hours of pay for so reporting at the rate he would have received on his own job. If such employee is put to work he shall be guaranteed a minimum of two (2) hours of work or two (2) hours of pay in lieu thereof. This report-in pay provision shall not apply when the employee was advised by radio or other means in advance that there would be no work, was not reasonably available to receive such notice, has no telephone, or when offered work for such two (2) hour period refuses to perform the same.*

Section 14.5. Call-Back Pay. *An employee who is called back to work shall receive a minimum of two (2) hours of work or pay at time and one-half (½) of his regular straight time hourly rate for reporting for such duty provided, however, this provision shall not apply to employees who are called in for periods of two (2) hours or less prior to the start of their shift, and who continue to work their regular shift thereafter. The Employer shall not send an employee home prior to the end of his regular shift to avoid the payment of overtime.*

Section 14.6. Minimum Rate. *Employees shall be hired at not less than the minimum of the rate range for the job classification to which they are assigned.*

Section 14.7. Premium Pay Duplication. *There will be no pyramiding of overtime pay. If two (2) overtime premiums apply to the same hours, the higher rate will be paid.*

Section 14.8. Unscheduled Overtime. *When overtime is to be worked, the Employer will endeavor to give the employees involved reasonable advance notice, if possible. When it is necessary to work overtime because of weather conditions, emergencies or to complete normal duties, it shall be a condition of continued employment that*

employees work the necessary overtime as authorized. Personnel assigned a vehicle and various systems to operate shall be on call and **carry a cell phone** without compensation. Call-out list for these systems shall be at the discretion of the County Drain Commissioner. Overtime call-out will be based on operator assignment and availability for that system except for weekend assignments that will be on a rotating basis.

Section 14.9. Scheduled Overtime. If the Employer notifies an employee at or before the end of his regular shift on the preceding regularly scheduled working day before the overtime is to be worked, the Employer shall have the right to require such employee to work the overtime. Employees will be excused from working overtime, if they have an urgent or compelling reason and they shall be expected to give the Employer as much advance notice as is reasonably possible.

Section 14.10. Continuation of Overtime. When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis immediately prior to the overtime period, it shall be performed by the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period.

Section 14.11. Change in Pay Period Effective with the beginning of the first full pay period following May 1, 1999, the biweekly pay period shall begin on Friday at 12:01 A.M. and will end on Thursday, at 12:00 midnight.

HOLIDAYS

Section 15.0. Recognized Holidays. Employees shall be paid at their current straight time rate for the following holidays:

| | |
|-------------------------------|--------------------------|
| First Day of January | (New Year's Day) |
| Third Monday of February | (Presidents Day) |
| ½ Day of Good Friday | |
| Last Monday in May | (Memorial Day) |
| Fourth Day of July | (Independence Day) |
| First Monday in September | (Labor Day) |
| Eleventh Day of November | (Veteran's Day) |
| Fourth Thursday of November | (Thanksgiving Day) |
| Fourth Friday of November | (Day After Thanksgiving) |
| Twenty-Fourth Day of December | (Christmas Eve) |
| Twenty-Fifth Day of December | (Christmas Day) |
| Thirty-First Day of December | (New Year's Eve) |

Any other Holiday approved by the Board of Commissioners (after 5-1-89).

For employees whose normal work week is from Monday to Friday, when any of the above holidays occur on a Sunday, the following Monday shall be observed as the

holiday, and when the holiday falls on a Saturday, it shall be observed on the preceding Friday.

Section 15.1. Holiday Eligibility. To be entitled to pay for the above holidays, an employee must work the employee's entire last regularly scheduled workday preceding the holiday and the employee's entire first regularly scheduled workday following the holiday unless excused by the Employer. Should injury, illness, or death in the family, or unforeseen circumstances make it impossible to notify in advance, the employee must show proof that his absence was unavoidable.

Section 15.2. Holiday During Vacation. If a holiday falls within an employee's approved vacation, the holiday will be paid to the employee and that day will not be deducted from any accumulated leave time.

Section 15.3. Holiday Overtime. In the event an employee covered by this Agreement is required to work on a holiday, he shall be paid at the rate of two (2) times his regular straight time hourly rate for all hours worked on such holiday, in addition to holiday pay.

Section 15.4. Holiday Computation. Time paid for under this Article shall not be considered as hours worked in determining the right of overtime compensation.

Section 15.5. Holiday Absence. An employee who is on layoff or is otherwise absent from work for a reason other than vacation at the time such holiday occurs will not be paid for that holiday.

LEAVE POLICY

Section 16.0. Paid Leave Policy.

Effective January 1, 1980, leave with pay shall be granted as prescribed herein:

- a. **Eligibility for leave.** All regular full time employees shall be eligible for paid leave. Further, all regular part time employees shall receive paid leave on a ratio of paid leave time accrued to the number of hours worked in the work week. All non-regular part time, temporary, and seasonal employees will not be eligible to receive paid leave.
- b. **Accrual of paid leave.**
 1. **Less than one year of employment.** All eligible employees who have completed less than one (1) year of employment shall accrue paid leave at a rate of .6 days earned each pay period.
 2. **One through five years of employment.** All eligible employees who have completed from one (1) through five (5) years of employment shall accrue paid leave at the rate of .8 days per pay period.

3. Six through ten years of employment. All eligible employees who have completed from six (6) through ten (10) years of employment shall accrue paid leave at a rate of .9 day per pay period.
 4. Eleven or more years of employment. All eligible employees who have completed from eleven (11) or more years of employment shall accrue paid leave at the rate of 1.0 days per pay period.
 5. Paid leave may not be accrued **nor exceeded beyond the following maximums at any time during the year:**
 - a. Less than one (1) year - 16 working days.
 - b. One (1) through five (5) years - 21 working days
 - c. Six (6) through ten (10) years - 24 working days
 - d. Eleven (11) or more years - 26 working days
- c. Paid Leave Administration. Paid leave may be used for vacation or sickness or for other reasons subject to the following rules:
1. If paid leave is to be used for vacation, it shall be taken with the approval of the Department Head and in accordance with a Departmental vacation policy. **Requests should be made thirty (30) days in advance up to April 1 of each year, and the Department Head will base his/her decisions on the seniority of the employee, and any requests received following April 1 each year shall be granted on a "first come, first served" basis after consideration is given to the needs of the County service;**
 2. If paid leave is to be used for medical, optical or dental appointments, the employee shall, whenever possible, receive prior approval of the Department Head;
 3. If the paid leave is to be used for sick days, requests for such a sick day should normally be made before an employee is regularly scheduled to report for duty. The employee shall inform his immediate supervisor of that fact and the reason therefore as soon as possible and failure to do so may be cause for denial of paid leave for the period of absence;
 4. If the paid leave is to be sick leave, the Department Head has the right to verify the reported sickness of an employee and may require after three (3) days a doctor's certificate for absence due to sickness. The certificate must state the nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence. If there is evidence of abuse of sick days the Employer may require a doctor's certificate regardless of time off;
 5. Paid leave shall be charged as used in amounts of not less than one-half ($\frac{1}{2}$) of one (1) full day except that one (1) day per year may be taken in two (2) hour increments for doctor and dental appointments;

6. *Department Heads shall keep necessary attendance records for paid leave time;*
7. *All employees must take off at least ten (10) working days per year of paid leave. Of this minimum of ten (10) days, there must be at least one (1) block of five (5) consecutive days off with pay;*
8. *Payment of unused paid leave time shall be paid at 100% upon termination.*
9. ***If paid leave is to be used for negotiations or union business, then notification must be given to the Department Head and only if the time is available to use.***

RETIREMENT/DEFERRED COMPENSATION

Section 17.0. Retirement. The Employer shall provide the following retirement plan for employees covered under this agreement:

| <i>Lenawee County Retirement Plan</i> | |
|--|---|
| <i>Description</i> | <i>Benefit</i> |
| <i>normal retirement</i> | <i>Age 62 and 8 yrs svc OR Employee's age plus yrs svc ("Rule of 85") - Effective 01/01/2002</i> |
| <i>retirement benefit formula (annual)</i> | <i>2.0% X years svc X highest 60 consecutive months</i> |
| <i>vesting</i> | <i>8 years</i> |
| <i>mandatory retirement</i> | <i>none</i> |
| <i>early retirement (reduced benefit)</i> | <i>55/10 years</i> |
| <i>early retirement reduction</i> | <i>.56% X no months preceding normal retirement date, max: 60 months (33%) .28% x no months following initial retirement reduction, max: 24 months (7%)</i> |
| <i>deferred retirement</i> | <i>8 or more years: 65-regular 55-reduced</i> |
| <i>disability retirement</i> | <i>total & permanent disability w/10 or more years; worker's compensation offset</i> |
| <i>death benefit</i> | <i>survivor's annuity (50%) for spouse and/or children</i> |
| <i>duty connected death benefit</i> | <i>none</i> |
| <i>maximum service credit</i> | <i>none</i> |
| <i>compensation cap</i> | <i>none</i> |
| <i>optional forms of payment</i> | <i>straight life; optional reduced survivor's benefits</i> |
| <i>member contributions</i> | <i>2.5% of gross pay (pre-tax) 4.5% of gross pay (pre-tax) (Effective 01/01/2002) 5.5% of gross pay (pre-tax) (Effective 01/01/2007) 6.5% of gross pay (pre-tax) (Effective 01/01/2009)</i> |

Effective January 1, 2002 the defined benefit retirement plan for current employees covered by this Agreement shall be amended to provide that the normal retirement age will be (a) age 62 and 8 years of service; or (b) the participant's age plus years of benefits

service equals 85 ("Rule of 85") and the employee contributions shall be increased by an additional two percent (2%) to four and one-half (4 ½%) of gross pay. **Effective January 1, 2007, the employee pension calculation for the defined benefit program shall be increased by one percent (1%) to five and one half percent (5.5%). Effective January 1, 2009, the employee pension calculation for the defined benefit program shall be increased by an additional one percent (1%) to six and one half percent (6.5%).**

New employees covered under this agreement with a hire date of January 1, 2002 or after, will be enrolled in the defined contribution plan with a mandatory member contribution of 7.5% of gross pay (pre-tax). The employer will also contribute 7.5% of an employee's gross pay. Investments to be directed by the employee through available options. Vesting period: Five (5) years. Contributions to begin on date of hire.

Section 17.1. Deferred Compensation. All employees may voluntarily invest up to the maximum set by federal law through payroll deduction into one (1) of the Act 457 deferred compensation plans offered by the employer. All necessary information concerning plans and investments shall be available to employees.

INSURANCE

Section 18.0. Insurance. The County will continue its current health insurance coverage (or equivalent plans carried with an insurance carrier of the County's choice or self-insured as the County may choose) up to April 30, 2002. Effective May 1, 2002 the following insurance plans will be provided as follows:

a. *Employee's choice of Health Insurance:*

Traditional Plan

Calendar year deductible: \$100 per person/\$200 per family. Co-pays: Basic coverage, \$5 or 10%, whichever is greater, for diagnostic svc & x-rays. MM Coverage, 10% for general svc and 25% for mental health care & private duty nursing. Prescription Drug Coverage: Preferred Rx \$3.00 co-pay.

Employee Contribution (per pay): \$21.0 PLUS 100% OF ANY INCREASE IN PREMIUM.

Note: The Traditional plan is closed to any new hires on or after January 1, 2002 and employees are not allowed to re-enroll in the Traditional plan after transferring to a PPO plan.

Community Blue PPO Plan I

Calendar year deductible: In-Network none, Out-of-Network, \$250 per person/\$500 per family. Co-pay and stop loss: In-Network none, Out-of-Network, 20%, \$2,000/\$4,000. Fixed-dollar co-pay: In-Network \$10 for office visits & \$50 for emergency room visits; no stop loss, Out-of-Network \$50 for emergency room visits; no stop loss. Prescription Drug Coverage: Preferred Rx \$5.00 generic, \$10.00 name brand co-pay.

Employee Contribution (per pay): 5% of premium.

Effective 01/01/2006: 10% of premium.

Community Blue PPO Plan II

Calendar year deductible: In-Network \$100 per person/\$250 per family, Out-of-Network, \$250 per person/\$500 per family. Co-pay and stop loss: In-Network 10%; \$500/\$1,000, Out-of-Network, 30%, \$1,500/\$3,000. Fixed-dollar co-pay: In-Network \$10 for office visits & \$50 for emergency room visits; no stop loss, Out-of-Network \$50 for emergency room visits; no stop loss. Prescription Drug Coverage: Preferred Rx \$10.00 generic, \$20.00 name brand co-pay. Employee Contribution: \$0.00 per pay period.

- b. Life insurance and Accidental death and dismemberment will be 1 x annual salary rounded to the next highest thousandth not to exceed \$50,000 for all employees covered by this Agreement effective January 1, 2002.*
- c. Class I and Class II Dental benefits at a 50% basis to a maximum of \$600.00 per year.*
- d. Employee health insurance premiums for all employees covered by this agreement will contribute the designated amounts per pay period through payroll deduction as follows:*

(Prior to May, 2002)

Traditional Plan: \$7.00 per pay period

Community Blue PPO Plan I: None

Community Blue PPO Plan II: None

(Effective with the first pay date in May, 2002)

Traditional Plan (per pay): \$21.00 PLUS 100% OF ANY INCREASE IN PREMIUM

Community Blue PPO Plan I (per pay): 5% of premium

Community Blue PPO Plan II (per pay): None

(Effective with the first pay date in January, 2006)

Community Blue PPO Plan I (per pay): 10% of premium

Community Blue PPO Plan II (per pay): None

During designated enrollment periods, employees, at their option, may enroll in either Blue Cross Blue Shield Community Blue Preferred Provider Organization (PPO) Plan I or Plan II .

- e. Medical Coverage Waiver (Buy-out)*

Cash compensation in lieu of medical coverage with proof from employee to employer of alternative health insurance coverage (to be included in employee's personnel file). Cash compensation will be paid to an eligible employee covered under this Agreement on the following scale:

| | |
|--------------------------|---|
| <i>One person policy</i> | <i>\$19.23 per pay period (26 per year)</i> |
| <i>Two person policy</i> | <i>\$28.85 per pay period (26 per year)</i> |
| <i>Family policy</i> | <i>\$38.46 per pay period (26 per year)</i> |

(Effective May 1, 2002)

| | |
|--------------------------|---|
| <i>One person policy</i> | <i>\$28.85 per pay period (26 per year)</i> |
| <i>Two person policy</i> | <i>\$43.27 per pay period (26 per year)</i> |
| <i>Family policy</i> | <i>\$57.70 per pay period (26 per year)</i> |

The Employer shall have no obligation to pay an additional health insurance premium on an employee's behalf if the employee may be covered by an addition to coverage already afforded to the employee's spouse or other immediate family member by the Employer. Subject to the other provisions of the Agreement, if the principal subscriber's insurance coverage is discontinued, the insurance coverage provided for by this Section shall revert to the other employee.

Section 18.1. Worker's Compensation. *All employees covered by this Agreement shall be covered by applicable Worker's Compensation Laws.*

Section 18.2. Sickness and Accident Insurance. *All current employees shall be covered under a sickness and accident insurance plan which shall pay benefits based upon the first day of an accident, the first day of hospitalization and the fifteenth (15) day of sickness effective January 1, 2002. The amount of weekly benefits payable to an eligible employee shall be equal to 65% of the employee's gross weekly pay but not to exceed **\$500.00 per week effective February 1, 2007.** The maximum duration for sickness and accident benefits shall be twenty-six (26) weeks or the length of the employee's seniority, whichever is less, for each illness or accident. An employee cannot draw sickness and accident benefits and Worker's Compensation at the same time.*

Section 18.3. Long Term Disability Insurance. *In addition to the above mentioned sickness and accident coverage, all current covered employees shall be eligible to receive a long term disability insurance coverage which shall commence beginning after twenty-six (26) weeks of illness or accident and shall pay benefits equal to 65% of gross weekly pay up to a maximum of **\$500.00 per week effective February 1, 2007** for the lesser of a duration of up to five (5) years, the length of an employee's seniority or until an employee has established eligibility for a permanent and total disability pension benefit under the County's pension plan, social security or worker's compensation.*

MISCELLANEOUS

Section 19.0. Separability. *Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future, shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time, and renegotiate the part or parts so affected.*

Section 19.1. Supervisors. So long as an employee is classified as a supervisor by the Employer he will not be used to permanently displace regular employees covered by this Agreement. Such provision shall not be construed to prevent supervisors from performing such manual work as may be required for the purpose of instruction, supervision, investigation, inspection or experimentation or in case of emergencies.

Section 19.2. Non-Discrimination. The Employer and the Union agree that for the duration of this Agreement, neither shall discriminate against any job applicant or employee because of race, color, creed, age, sex, nationality, or political belief, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee because of his membership or non-membership in the Union.

Section 19.3. Training. The Employer recognizes the advantages of training for employees. Employees who are assigned for schooling or training shall be paid for all reasonable time lost by the employee during his regular working hours. Lost time shall be compensated at the employee's straight-time regular rate of pay, which shall not be included in determining the hours actually worked for purposes of overtime pay. Departmental training may be scheduled within the Department or at a nearby facility either before, after or during an employee's regular working hours. Employees will be picked for training by being placed by seniority on a rotating basis.

Employees with water and waste water certifications will be allowed to attend classes that are mandatory to maintain their certifications at the expense of the employer.

Section 19.4. First Aid. Adequate first aid equipment will be available at all work locations. This shall include bug spray and medical lotion for those who contact poison ivy, poison oak and rashes connected with the employee's work. It is the responsibility of both Employer and bargaining unit employees to properly maintain such first aid equipment and supplies.

Section 19.5. Mileage. The County will reimburse an employee for the use of his personal vehicle on County business where authorized at the rate paid to employees by the County.

Section 19.6. Yearly Physical. Upon hire and each year thereafter, all bargaining unit employees will be eligible for a physical examination including a chest X-ray, blood and urine analysis at the request of the employee not to exceed one such physical per year. The Employer will arrange and pay for such physical examinations with the physician of its choice.

Section 19.7. Rules. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem necessary for the purpose of maintaining order, safety and/or efficient operations. Any complaint relative to the reasonableness of any rule established or the discriminatory application thereof may be considered as a grievance and subject to the grievance procedure contained in this Agreement. The Employer reserves the right to post and enforce separate work rules for all or any one division under the Employer's jurisdiction.

Section 19.8. Bulletin Board. *The Employer will provide a bulletin board in each work location upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.*

Section 19.9. Clothing and Laundry. *The Employer will provide each employee with the protective items as required by the Michigan Occupational Safety and Health Act (MIOSHA) or protective gear made mandatory by the Employer. The Employer will provide employees rain gear, on a pooled basis, when necessary in the operations of their duties. Utility Operators and Drain Maintenance employees shall be provided with necessary protective clothing, which shall include as needed up to five (5) new shirts annually on May 1st for non-probationary employees. Additionally, up to \$200 per employee will be reimbursed annually to be used for other protective clothing as deemed necessary by employee. (Sales receipt to be provided for reimbursement).*

Protective clothing is defined to include work coats and jackets with collar and/or zipper, coveralls, boots, gloves and jeans. Items must be work related. Other than jeans at seven (7) pairs, purchases will be limited to two (2) items of the same type.

Section 19.10. Tuition Policy. *Each employee covered by this contract shall be allowed to take one job related course per calendar year. Upon successful completion of said class, one half of the tuition and the cost of the books (unless books are available from the County Library) shall be reimbursed to the employee, further, said employee shall repay the County the tuition costs (prorated) if said employee leaves employment prior to 5 years after completion of the course. (20% each year prior to 5 years). Said course will not be taken on work time and must have prior approval of the Department Head and Board of Commissioners.*

Section 19.11. Identification Cards. *One (1) laminated set issued to Drain Commission employees at employer's expense.*

Section 19.12. Commercial Driver's License (CDL): *County to reimburse cost of CDL endorsements (does not include cost of operator's license) with proper verification.*

SCOPE OF AGREEMENT

Section 20.0. Waiver. *It is the intent of the parties hereto that the provisions of the Agreement, which supersedes all prior practices, Agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.*

TERMINATION

Section 21.0. Duration. *This Agreement shall continue in full force and effect for **three (3) years from January 1, 2007, to and including December 31, 2009**, and for successive yearly periods thereafter unless notice is given in writing by either the Union or Employer*

to the other at least sixty (60) days prior to **December 31, 2009**, or any anniversary date thereafter of its desire to modify, amend, or terminate this Agreement; this Agreement shall remain in full force and effect during the period of negotiations until terminated as provided hereinafter.

If notice of the intention to modify or amend has been given at least sixty (60) days prior to **December 31, 2009**, or any anniversary date thereafter in accordance with the above provisions, by either party, this Agreement may be terminated by either party on fifteen (15) days written notice of termination given to the other party on or after **December 31, 2009**, following said notice of intention to modify or amend.

Section 21.1. Wage Schedule. Appendix A contains the applicable wage schedule(s). The wage change effective January 1, 2007 is to be given only to those employees currently on the payroll at the time of ratification of this contract. Possessing or attainment of certifications or license in water/wastewater treatment and pesticide applicator by an employee prior to October 1st of each year shall be paid the applicable premium as contained in Appendix B. Certification/License premiums shall be paid during the 1st pay period of December.

CONTRACT RE-OPENER

There shall be a contract re-opener effective May 1, 2009 in the event the County's total health care costs exceed eight percent (8%) in the third year (as compared to the County's health care costs in the second year) as determined by the County's health care provider. A copy of the computation will be provided to the Union. It shall be consistent with the current method of determining the County's costs.

APPENDIX A - COMPENSATION SCHEDULE: STEELWORKERS - DRAIN

| PAY GRADE | POSITION NUMBER/DESCRIPTION | | 1 START | 2 6 MOS | 3 1 YEAR | 4 2 YEARS | 5 3 YEARS |
|------------------|------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| S01 | 61020 | EQUIPMENT OPERATOR | \$15.1296 \$31,469.57 | \$15.5022 \$32,244.58 | \$15.8546 \$32,977.57 | \$16.6675 \$34,668.40 | \$17.5069 \$36,414.35 |
| S02 | 61080 | UTILITY OPERATOR | \$15.4321 \$32,098.77 | \$15.8044 \$32,873.15 | \$16.1681 \$33,629.65 | \$16.9840 \$35,326.72 | \$17.8145 \$37,054.16 |
| S03 | 61040 | SYSTEMS OPERATION LEADER | \$16.4377 \$34,190.42 | \$17.0000 \$35,360.00 | \$17.5726 \$36,551.01 | \$18.1904 \$37,836.03 | \$18.8052 \$39,114.82 |
| S04 | 61015 | DRAIN MAINTENANCE I | \$13.0739 \$27,193.71 | \$13.3744 \$27,818.75 | \$13.7085 \$28,513.68 | \$14.3596 \$29,867.97 | \$15.0561 \$31,316.69 |
| S05 | 61016 | DRAIN MAINTENANCE II | \$14.0258 \$29,173.66 | \$14.3596 \$29,867.97 | \$14.7072 \$30,590.98 | \$15.4231 \$32,080.05 | \$16.1680 \$33,629.44 |

3.0% Increase - Effective January 1, 2007

| PAY GRADE | POSITION NUMBER/DESCRIPTION | | 1 START | 2 6 MOS | 3 1 YEAR | 4 2 YEARS | 5 3 YEARS |
|------------------|------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| S01 | 61020 | EQUIPMENT OPERATOR | \$15.5835 \$32,413.68 | \$15.9673 \$33,211.98 | \$16.3302 \$33,966.82 | \$17.1675 \$35,708.40 | \$18.0321 \$37,506.77 |
| S02 | 61080 | UTILITY OPERATOR | \$15.8951 \$33,061.81 | \$16.2785 \$33,859.28 | \$16.6531 \$34,638.45 | \$17.4935 \$36,386.48 | \$18.3489 \$38,165.71 |
| S03 | 61040 | SYSTEMS OPERATION LEADER | \$16.9308 \$35,216.06 | \$17.5100 \$36,420.80 | \$18.0998 \$37,647.58 | \$18.7361 \$38,971.09 | \$19.3694 \$40,288.35 |
| S04 | 61015 | DRAIN MAINTENANCE I | \$13.4661 \$28,009.49 | \$13.7756 \$28,653.25 | \$14.1198 \$29,369.18 | \$14.7904 \$30,764.03 | \$15.5078 \$32,256.22 |
| S05 | 61016 | DRAIN MAINTENANCE II | \$14.4466 \$30,048.93 | \$14.7904 \$30,764.03 | \$15.1484 \$31,508.67 | \$15.8858 \$33,042.46 | \$16.6530 \$34,638.24 |

3.0% Increase - Effective January 1, 2008

| PAY GRADE | POSITION NUMBER/DESCRIPTION | | 1 START | 2 6 MOS | 3 1 YEAR | 4 2 YEARS | 5 3 YEARS |
|------------------|------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| S01 | 61020 | EQUIPMENT OPERATOR | \$16.0510 \$33,386.08 | \$16.4463 \$34,208.30 | \$16.8201 \$34,985.81 | \$17.6825 \$36,779.60 | \$18.5731 \$38,632.05 |
| S02 | 61080 | UTILITY OPERATOR | \$16.3720 \$34,053.76 | \$16.7669 \$34,875.15 | \$17.1527 \$35,677.62 | \$18.0183 \$37,478.06 | \$18.8994 \$39,310.75 |
| S03 | 61040 | SYSTEMS OPERATION LEADER | \$17.4387 \$36,272.50 | \$18.0353 \$37,513.42 | \$18.6428 \$38,777.02 | \$19.2982 \$40,140.26 | \$19.9505 \$41,497.04 |
| S04 | 61015 | DRAIN MAINTENANCE I | \$13.8701 \$28,849.81 | \$14.1889 \$29,512.91 | \$14.5434 \$30,250.27 | \$15.2341 \$31,686.93 | \$15.9730 \$33,223.84 |
| S05 | 61016 | DRAIN MAINTENANCE II | \$14.8800 \$30,950.40 | \$15.2341 \$31,686.93 | \$15.6029 \$32,454.03 | \$16.3624 \$34,033.79 | \$17.1526 \$35,677.41 |

3.0% Increase - Effective January 1, 2009

APPENDIX B
Certification/License Premiums

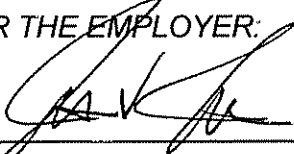
| | |
|-----------------------------|--------------|
| <i>D4, F4, S4</i> | <i>\$400</i> |
| <i>D, L</i> | <i>\$400</i> |
| <i>Pesticide Applicator</i> | <i>\$500</i> |
| <i>C</i> | <i>\$600</i> |
| <i>B, A</i> | <i>\$700</i> |
| | |
| <i>Additional License:</i> | |
| <i>Water or Wastewater</i> | <i>\$200</i> |

THIS AGREEMENT shall be effective as of the **1st day of January, 2007**, and shall remain in full force and effect until the **31th day of December, 2009** and shall continue from year-to-year thereafter, unless either party hereto shall serve notice, by certified mail, sixty (60) days prior to the expiration date of their intention to change, modify or terminate this Agreement. Upon receipt of such notice to negotiate changes, both parties agree to meet within ten (10) days for the purpose of further negotiations.

IN WITNESS WHEREOF, the parties hereunto signed their names this _____ day of _____, 2007.

FOR THE EMPLOYER:

UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC


James Van Doren, Chairperson
Lenawee County Board of
Commissioners

Leo W. Gerard, International President


Stephen May, Drain Commissioner

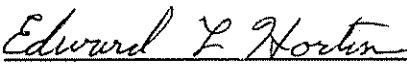
James D. English, International
Secretary/Treasurer

Negotiation Committee


Tom Conway, International Vice-President
(Administration)


Thodyne L. Hunkeler
Negotiating Committee

Fred Redmond, International Vice-
President (Human Affairs)


Edward L. Horton
Negotiating Committee

Jon Geenen, Director, District 2


Negotiating Committee

Fred Norris, Staff Representative


Negotiation Committee