

AGREEMENT

Between

WEXFORD COUNTY

Department of Public Works

And

INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 324 A, B, C, D, G, H, P, RA, S – AFL-CIO

January 1, 2010 – December 31, 2012

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## AGREEMENT

This Agreement shall be effective upon execution of the parties and is by and between the COUNTY OF WEXFORD, hereinafter referred to as "Employer," and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 324, hereinafter referred to as the "Union."

### ARTICLE 1. PURPOSE AND INTENT

**Section 1.** The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

**Section 2.** The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees covered by this Agreement.

### ARTICLE 2. RECOGNITION

**Section 1.** Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes and acknowledges that the Union is the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the terms of this Agreement, of all regular full-time employees of the Employer included in the classifications listed in the attached Schedule "A". Job titles in Schedule "A" shall not be changed for the purpose of removing a classification from the bargaining unit.

**Section 2.** In consideration of the fact that the Union is the exclusive bargaining agent of each and all of the employees covered hereunder, it is mutually agreed between the Employer and that Union, that all employees covered by this Agreement should pay their fair share of the cost of negotiating and administering the Agreement. Accordingly, it shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in good standing in the Union or shall pay a collective bargaining service fee for the cost of negotiating and administering this and succeeding Agreements, which shall be limited to an amount of money equal to the Unions' regular and usual initiation fees, and its regular and usual dues. For present regular employees, such payment shall commence thirty-one (31) days following the effective date, or on the execution date, of this Agreement, which is the later, and for probationary employees, the payment shall start thirty-one (31) days following the date of employment.

**Section 3.** 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 an employee in regard to such matters.

**Section 4.** During the term of this Agreement, the Employer agrees to deduct from the pay of all regular and probationary employees, all dues, initiation fees, and/or collective bargaining service fees required by Section 2, and pay such amount deducted to the Union, provided, however, that the Union presents to the Employer authorizations, signed by such employees, authorizing such deductions and payments to the Local Union. The amount of initiation fees and dues will be certified to the Employer by the Financial Secretary of the Union.

**Section 5.** It is understood and agreed that no member of the bargaining unit shall be discriminated against because of his/her activities affecting the Union.

### **ARTICLE 3. EMPLOYER RIGHTS**

**Section 1. Employer Rights.** The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and shall have the sole and exclusive right to manage its departments and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classification of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to discipline, suspend, demote, or discharge for just cause, promote, assign, transfer, layoff and recall personnel; to establish, amend, supplement or delete work rules and fix and determine penalties for violation of such rules; to make judgments as to ability and skill of employees; to establish and change work schedules; to provide and assign relief personnel; to schedule overtime; to continue and maintain its operations as in the past or to modify or eliminate same, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

**Section 2. Delegations.** No policies or procedures covered in this Agreement shall be construed as delegating to others as reducing or abridging any of the authority conferred on the Employer by State law, or by the constitution of the State of Michigan or the United States of America.

### **ARTICLE 4. DEDUCTION OF DUES**

**Section 1.** During the term of this Agreement, the Employer agrees to deduct from the pay of all regular and probationary employees, all dues and/or initiation fees of Local 324 and pay such amount deducted to said Local 324; provided, however, that the Union presents to the Employer authorizations, signed by such employees, authorizing such deductions and payments to the Local Union.

It is agreed that as a condition of employment, all employees covered by the terms of this Agreement shall pay such fees and dues which are necessary to support the Union's representational activities, such as collective bargaining and administration of the labor contract. Under this Agreement and by law, employees are required only to pay the fees and dues outlined above as a condition of employment.

**Section 2.** Amount of initiation fees and dues will be certified to the Employer by the Financial Secretary of the Union.

**Section 3.** Dues deducted for any calendar month by the Employer will be remitted to the designated Financial Secretary of the Local Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the Union finance officer an up-to-date list of those employees who have signed check-off authorizations and whose dues have been deducted from their paychecks.

**Section 4.** Where an employee, who is on check-off is not on the payroll during the week which deduction is to be made or who has no earnings or insufficient earnings during the week or is on leave of absence double deductions will be made the following months.

**Section 5.** Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union in the same manner as prescribed above for the deduction and transmission of Union dues and initiation fees.

**Section 6.** The Union agrees to defend, indemnify and save the Authority harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union dues; or in reliance on any list, notice, certification or authorization furnished under this Section. The Union assumes full responsibility for the disposition of the deductions made once they have been sent to the Union.

## **ARTICLE 5. WAGES**

Attached hereto and marked as Schedule "A" is a schedule showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule "A" and the contents hereof shall constitute a part of this Agreement.

## **ARTICLE 6. NO STRIKE/NO LOCKOUT**

**No Strike Pledge.** The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Employer.

**No Lockout.** The Employer agrees not to lockout bargaining unit members or prevent bargaining unit members from reporting to work.

## ARTICLE 7.

## EXTRA CONTRACT AGREEMENTS

**Section 1.** 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 affects wages, hours or working conditions of said employees, or any individual employees in the unit covered by the Agreement.

## ARTICLE 8.

## STEWARDS

The Employer recognizes the right of the Union to designate a Steward and an Alternate Steward. Once the Steward and Alternate Steward are selected, their names will be submitted to the Employer.

The authority of the Steward shall be limited to and shall not exceed the following duties:

1. The investigation and presentation of grievances in accordance with the provisions of the grievance procedure.
2. The transmission of such messages to management and information which shall originate with and is authorized by the Local Union or its officers; provided such messages and information:
  - a. Have been reduced to writing or where necessary, presented verbally.
  - b. The Steward may be excused from regular work assignments for the purpose of grievance investigation upon obtaining prior approval from the manager or his/her designee. The Steward shall complete grievance investigations as quickly as possible and in such a manner so as to not interfere with the performance of work of other employees. Reasonable request for grievance investigations will not be denied.

## ARTICLE 9.

## GRIEVANCE PROCEDURE

**Section 1. Grievance Procedure.** The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation and the remedy desired. All grievances shall be commenced within five (5) working days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so. The Grievant shall have the right to be present at arbitration.

Any employee having a grievance shall present it as follows:



Step 1. If an employee has a grievance and wishes to enter it into the grievance procedure, he/she may do so within five (5) working days under the terms and requirements as stated above, by submitting the written grievance to the DPW Director or his successor. Within five (5) working days after receiving the written grievance from the DPW Director or his successor shall give his/her written response to the grievance to the grievant with a copy to the Union Steward. The five (5) working days shall not include the day the grievance was received by the DPW Director or his successor. The DPW Director or his successor does not have the authority to provide to any employee economic benefits which exceed those provided under this contract.

Step 2. The Union may appeal the decision of the DPW Director or his successor to the County Administrator. The request for the appeal to the County Administrator must be made in writing within five (5) working days after the answer given in Step 1. The County Administrator shall respond to the grievance within five (5) working days following receipt of the grievance appeal.

Step 3. In the event the grievance is not satisfactorily settled, the Union shall have the authority to submit the grievance to binding arbitration within thirty (30) calendar days after receiving the Employer's Step 2 answer. Should the Union decide to arbitrate a grievance, the grievance shall be filed with the Federal Mediation and Conciliation Service, requesting a list of seven (7) Michigan arbitrators, whose rules shall govern the arbitration process. Compensation for and the expenses of the arbitrator shall be borne by the non-prevailing party as determined by the arbitrator. The arbitrator shall have no authority to add to, subtract from, change, or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. Further, the arbitrator shall not be empowered to consider any questions or matter outside this Agreement, to change or set a wage rate. If the issue of arbitrality is raised, the arbitrator shall only decide the merits of the grievance if arbitrality is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer, and employees in the bargaining unit. No claim for back wages under this Agreement shall exceed the amount of earnings an employee would have otherwise earned, less compensation received from any and all sources.

**Section 2.** When reference to days is made, only week days, Monday through Friday, will be considered. Saturdays, Sundays and holidays shall not be considered in these time periods. Time periods set forth in this grievance procedure shall be strictly adhered to unless extended by mutual written agreement of the parties.

**Section 3. Election of Remedies.** When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract, and subsequently elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

**ARTICLE 10.**

**DISCIPLINE/DISCHARGE**

Dismissal and suspension shall only be for just cause subject to the grievance procedure with the employee having the right to provide a defense against any and all charges. An employee may be suspended with or without pay on a case by case basis and subject to discharge or suspension pending an investigation and meeting between the Employer and the Union representative. Any letter of warning as herein provide shall not remain in effect for a period of more than thirty-six months from the date of said warning notice unless there are like or severe incidents during that period.

**ARTICLE 11.**

**SENIORITY**

**Section 1. Definition of Seniority.** Seniority shall be defined as the length of an employee's continuous full-time service with the Employer since the employee's last date of hire in a bargaining unit position, excluded leaves of absence of more than ten (10) working days during the probationary period.

**Section 2. Loss of Seniority.** An employee's seniority and his/her employment relationship with the Employer shall automatically terminate for any of the following reasons:

- A. If he/she quits or retires;
- B. If he/she is discharged;
- C. He/she is convicted or pleads guilty or nolo contendere to a felony, or a misdemeanor which results in jail time;
- D. If he/she fails to return on the required date following an approved leave of absence, vacation or a disciplinary layoff, unless an excuse acceptable to the Employer is presented;
- E. If he/she has been on layoff status for a period of one (1) year or the length of his/her seniority, whichever is less.
- F. If he/she fails to report for work within ten (10) days following notification of recall mailed or delivered to his/her last known address;
- G. If he/she makes an intentionally false statement on his/her employment application;
- H. If he/she has been on leave of absence including a sick or worker's compensation leave, for a period of twenty-four (24) months or for a period equal to the length of his/her seniority at the time such sick leave or worker's compensation leave commenced, whichever is less.

Implementation of Seniority - In the event of layoffs, any DPW employee with adequate seniority shall have the ability to apply for an open position within other county departments. The Union and Employer acknowledge that other County Departments may, by collective bargaining agreement or policy, have posting requirements and bidding procedures/references for internal candidates within the bargaining unit or department applicable to the open position. Provision of such internal posting requirements or bidding procedures/references for internal candidates within the bargaining unit or department applicable to the open position shall take precedent over this provision. However, if the unit employee – in the opinion and sole discretion of the County – is qualified for the open position (other than offices/departments under the

direction of an elected official); unit employees with seniority shall be given a preference over only external candidates (i.e., candidates not currently employed by the County and whom do not have recall rights within the County) for the filling of the open position(s) (other than offices/departments under the direction of an elected official). This limited preference shall only apply to unit employees with seniority under the terms of the collective bargaining agreement, and shall only extend for the duration of the union employee's seniority (i.e., 12 months or a period equal to the length of the employee's seniority, whichever is less). The interpretation or application of this provision, including but not limited to the County's determination as to whether a unit employee is qualified for the position, shall not be subject to the grievance provisions of this Agreement.

## **ARTICLE 12. NEW CLASSIFICATIONS**

**Section 1.** Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have ten (10) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Employer within this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Union shall meet within forty-five (45) calendar days to negotiate any changes which might be required. If the parties are unable to agree on the rate, the Employer may implement its last best offer.

## **ARTICLE 13. LAYOFF AND RECALL**

**Section 1.** Layoffs shall be determined by classification. In reducing the work force, the last employee hired or transferred in the classification affected by the layoff shall be the first employee laid off, provided that the senior employee(s) retained presently have the necessary experience, qualification, skill and ability to perform the remaining work, as determined by the Employer. Laid off employees who have the present skill and ability may bump less senior employees within the bargaining unit.

**Section 2.** In the event of a layoff, an employee so laid off shall be given ten (10) days notice of layoff by mail or in person with a copy to the Union. The ten (10) day notice shall not be ten (10) days of accrued paid time such as vacation pay, personal days and sick leave. In the event of recall, ten (10) days notice mailed or delivered to his/her last known address shall be made. In the event the employee fails to return to work within those ten (10) days after notice of recall, he/she shall lose all seniority rights and right to recall under this Agreement. It is the responsibility of the employee to keep the Employer informed of his/her last known address.

## **ARTICLE 14. PROBATIONARY EMPLOYEES**

New regular employees hired in the unit shall be probationary employees for the first six (6) months of employment. The rights and benefits afforded under this contract shall commence upon successful completion of the probationary period, except health insurance coverage shall be from date of hire, and sick leave shall be afforded thirty (30) days from the hire date. During the probationary period, an employee shall be "at will" and may be disciplined or discharged with or

without cause. The Union shall not represent probationary employees with respect to disciplinary matters and there shall be no recourse to the grievance procedure by either the employee or the Union during this period. An employee granted a leave of absence prior to the completion of his/her probationary period shall have this/her probationary period extended by a leave of absence of ten (10) consecutive days or more.

#### **ARTICLE 15. TEMPORARY EMPLOYEES**

Temporary employees can be utilized to supplement the regular work force and/or perform the work of a regular full-time employee(s) when such employee(s) is absent from work.

The Employer's use of temporary employees will not result in the layoff of regular full-time employees or the loss of overtime opportunities. Continuation of a work assignment for temporary employee assigned to a crew, in excess of the regular workday, will not be considered as resulting in a loss of overtime opportunity for regular employees.

In the event it becomes necessary to layoff regular full-time employees, all temporary employees will be laid off first. Temporary employees shall not be covered by this collective bargaining agreement.

#### **ARTICLE 16. JOB POSTING**

**Section 1. Posting Period.** Prior to filling a vacancy within the bargaining unit, it shall be posted for five (5) working days. The Employer may, simultaneously post for candidates outside the County. Employees interested shall apply in writing within the Employer designated posting period. The Employer reserves the right to select the person who it believes is best qualified for the position from either within or outside of the bargaining unit.

**Section 2. Qualifications.** The posting shall list the qualifications for the position.

**Section 3. First Consideration.** Internal candidates shall be considered first. If two internal candidates from the bargaining unit possess the same qualifications, then the more senior applicant shall be selected.

**Section 4. Trial Period.** There shall be a sixty (60) day trial period. The Employer may return the unit member to his former position or the unit member may voluntarily return to his former position within the trial period.

#### **ARTICLE 17. SCHEDULED HOURS**

**Section 1.** Normal work hours for all personnel shall be eight (8) hours per day, forty (40) hours per week, excluding a daily half (1/2) hour unpaid lunch period. Regular work hours shall be from 8:00 a.m. to 4:30 p.m. Any definition of an employee's normal workweek and workday stated in this Agreement shall not constitute a guarantee by the County of any number of hours per workday or per workweek. The County specifically reserves the right to reduce the normal workweek or workday for any or all employees whenever conditions require such a change. The

Employer will not reduce hours for the purpose of reducing benefits or disqualifying an eligible employee from fringe benefits. Should there be a need to reduce the work day and/or week, the Employer shall consider all methods of workforce reductions including, but not limited to an option of alternating staff day(s) off to achieve the necessary economic operating savings. Layoffs under budget reductions will be considered as a last option only.

Employees shall be afforded the opportunity to swap and/or fill in for other on-call employees monthly responsibilities.

In the event of lay-offs or elimination of the Department, the Employer will undertake effects bargaining as required by law.

**Section 2.** Break periods shall be scheduled when the unit member's schedule permits. Unit members who work through lunch periods as required by the Employer shall be afforded compensatory time within the current pay period. Breaks not taken shall not accumulate nor be used to modify an employee's work schedule.

**Section 3. Overtime.** The Employer has the right to schedule overtime as required. Time and on-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours in a week. Paid time off shall count for purposes for computing the forty (40) hours.

## **ARTICLE 18. LEAVES OF ABSENCE**

**Section 1. Family Medical Leave Act.** The Employer, employees, and the Union recognize that they are bound by the Family and Medical Leave Act and its amendments and may exercise all rights there under. Employees who have been employed for at least twelve (12) months are eligible for leaves of absence for family and medical reasons under the terms and conditions set forth in the Family and Medical Leave Act (FMLA) and the regulations promulgated under that act, provided that they were employed for at least 1,250 hours of service during the 12 month period immediately preceding the commencement of the requested leave. Employees shall be required to exhaust paid time off as provided by the FMLA prior to being placed on unpaid leave.

A. The federal Family and Medical Leave Act (FMLA) now entitles eligible employees to take leave for a covered family member's service in the Armed Forces ("Servicemember FMLA"). This policy supplements the County FMLA policy and provides general notice of employee rights to such leave. Except as mentioned below, an employee's rights and obligations to Servicemember FMLA Leave are governed by our existing FMLA policy.

1. Employee Entitlement to Servicemember FMLA. Servicemember FMLA provides eligible employees unpaid leave for any one, or for a combination, of the following reasons:
  - a. A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan; and/or

- b. To care for a covered family member who has incurred an injury or illness in line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.
2. Duration of Servicemember FMLA  
When Leave Is Due To A "Qualifying Exigency": An eligible employee may take up to 12 workweeks of leave during any 12-month period. When Leave Is To Care For An Injured or Ill Servicemember: An eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the Servicemember. Leave to care for in injured or ill Servicemember, when combined with other FMLA- qualifying leave, may not exceed 26 weeks in a single 12-month period.
3. Servicemember FMLA runs concurrent with other leave entitlements provided under federal, state and local law.

**Section 2. Sick Leave.** Unit members shall accumulate three-quarters (3/4) day per month without limit. At the end of each calendar year, all accrued unused sick leave in excess of twelve (12) days shall be paid at 100% of the employee's straight rate. Sick leave is to be taken in a minimum of one (1) hour increments. Sick leave is to be used for illness of unit members or their spouse or child living at home. An employee who voluntarily leaves employment, including retirement, will be entitled to the "cash out" of unused sick leave up to the minimum of 12 days at his/her regular straight time rate. An employee who voluntarily leaves employment, including retirement and layoff will be entitled to the "cash out" of unused sick time up to the maximum of 12 days at his/her regular straight time rate.

**Section 3. Paid Personal Days.** Employees covered by this Agreement shall be allowed three (3) personal days of absence with pay each calendar year. All requests for a personal day leave of absence must be made to the DPW Director, or designated representative, seven (7) calendar days in advance of the date requested, whenever possible, and the Employer will make every effort to notify the employee on the same day the request is made regarding whether the request is granted and, in any event, no later than three (3) calendar days following the request is granted and, in any event, no later than three (3) calendar days following the request. A request for a personal leave day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Employer. Personal days will not accumulate from year to year and will have no monetary value upon separation from employment with the Employer for whatever reason. Personal days are to be taken in a minimum of one (1) hour increments, but may not be used for tardiness or absenteeism unless authorized by the DPW Director prior to the date of absence or tardiness.

**Section 4. Bereavement.** Employees shall be granted up to three (3) consecutive days off when he otherwise would have been scheduled to work with pay for a death in the employee's immediate family. The immediate family shall include the following:

Spouse	Children
Parents	Brothers
Sisters	Grandparents
Grandchildren	Mother-in-law
Father-in-law	Sister-in-law
Brother-in-law	Son-in-law
Daughter-in-law	Stepmother
Stepfather	Stepchildren

Two additional days from an employees paid sick leave bank may be utilized for bereavement leave to attend a funeral more than two hundred (200) miles from the employee's residence.

**Section 5. Jury Duty.** In the event a full-time employee is summoned for jury duty or as a witness in a case in which the employee is not a party, a paid leave of absence shall be granted for that purpose. The Employer will pay the employee their normal wage for that period of time required for said duty. Any monies for fees received by the employee shall be turned into the Employer.

**Section 6. Military Leave.** Military/reserve leave shall be provided in accordance with applicable law.

**Section 7. Long Term Leaves.** The Employer may grant an unpaid leave of absence for up to one (1) year after sick and vacation has been exhausted for long term illness, or recovery from an injury. Health insurance shall continue for recovery from an illness for ninety (90) days.

**Section 8. Medical Verification.** The Employer reserves the right to require medical verification for any leaves taken under this Article for medical reasons.

## ARTICLE 19. INSURANCE BENEFITS

**Section 1. Hospitalization Care Insurance.** The Employer shall make available a group insurance plan covering certain hospitalization, surgical, and medical expenses for eligible participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan and who have no health care insurance coverage available through programs under which their spouse or dependents are eligible to participate. The specific terms and conditions governing the group insurance program as set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers. The Employer will sponsor the Community Blue "PPO5" Plan, which includes a prescription drug employee co-pay of 10/40/80 ten dollars (\$10.00) generic and forty dollars (\$40.00), brand name drugs, inclusive of a mail order option (2x=3 months), Eighty dollars (\$80) for "non preferred formulary" and a thirty dollar (\$30.00) co-pay for doctor's office visits, and mammogram coverage. The Employer will allow employees to "buy-up" to a higher level of health insurance coverage that may include other than the Community Blue PPO1 Plan. Effective January 1, 2011 the deductible will be set at 1000/2000 for the PPO5 Plan. Non-participation in the Employer-sponsored health insurance is subject to Employer policy and compensated at no less than the monthly payments as follows:

Family	\$70.00
Two-Person	\$60.00
Single	\$50.00

Eligible full-time employees may participate in the group insurance program no earlier than the first (1<sup>st</sup>) day of premium month following the commencement of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Eligible employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and make arrangements satisfactory to the Employer for the payment of the employee's portion of the monthly premium, if any.

**Section 2.** Effective August 1, 2007, employees enrolled in a hospitalization care insurance plan, shall throughout the duration of this Agreement be required to make a seven percent (7%) monthly premium contribution of the premium cost of the coverage provided by the Employer or the employee cap contributions (set forth Section 3, commencing May 1, 2009), whichever is greater. The county is authorized to deduct employee premium contribution from the period August 1, 2007 through the execution date of this Agreement, if any, from the individual employee's retroactive wage pay.

**Section 3. May 1, 2009.**

**3.1** Effective May 1, 2009 the Employer agrees to pay the following cost each month for single subscriber, two person and family coverage for eligible employees who elect to participate in either of the medical and dental insurance plans for unit members hired prior to 2010:

One Person Coverage	2009 actual monthly contribution paid by the Employer plus up to the first 5% of any premium increase.
Two Persons Coverage	2009 actual monthly contribution paid by the Employer plus up to the first 5% of any premium increase.
Family Coverage	2009 actual monthly contribution paid by the Employer plus up to the first 5% of any premium increase.

If the foregoing rates increase above these levels, the employee will pay the increased cost through payroll deduction.

Effective upon the execution of this Agreement, the drug card shall exclude, in addition to those medications excluded under the previous plan, lifestyle medications. (See Appendix A for exclusion examples).



The Union may adopt another non-County health care plan for the duration of this Agreement. However, the County shall not be liable for contributions greater than it would have normally paid for the County offered plan. However, if the Union adopts another non-county health care plan, the county Sickness and Accident (S&A) Insurance shall remain in effect and cover DPW employees who are eligible for such insurance.

**3.2 New Hires:** For unit members hired on or after August 1, 2010, the Employer shall pay only the full cost of single subscriber coverage for unit employees for the first through the seventh year of employment. Any additional cost for two person or family coverage shall be by the employee through payroll deduction. After the seventh year of employment, unit employees will be for health care as provided in Section 3.1.

**Section 4. Dental Care Insurance.** The Employer shall make available a group insurance plan covering certain dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan and who have no dental care insurance coverage available through programs under which their spouse or dependents are eligible to participate. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Eligible full-time employees may participate in the group insurance program no earlier than the first (1<sup>st</sup>) day of the premium month following the commencement of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Eligible employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and make arrangements satisfactory to the Employer for the payment of the employee's portion of the monthly premium, if any.

**Section 5. Payment of Employee Hospitalization and Dental Care Insurance Premiums.** The Employer agrees to pay the full cost each month for single subscriber, two person and family coverage for eligible employees who elect to participate in the hospitalization and dental insurance plan. Employees electing sponsored dependent or family continuation shall pay the entire premium for that additional coverage. The Employer's liability under this section shall be limited to these payments.

**Section 6. Provisions of Insurance Plans.** No matter respecting the provisions of any of the insurance programs/policies set for tin this Agreement shall be subject to the Grievance and Arbitration Procedures established under this Agreement.

**Section 7. Selection of Insurance Carriers.** The Employer reserves the right to select or change the insurance carriers, provided the level of such benefits remains substantially the same.

**Section 8. Sickness and Accident Insurance.** The Employer shall obtain and pay the required premiums for a sickness and accident insurance program for those full-time employees occupying a classification covered by this Agreement. Employees who become totally disabled and prevented from working for remuneration or profit and who are otherwise eligible shall receive from the Employer's insurance carrier weekly indemnity payments consisting of seventy

percent (70%) of their normal gross weekly wages. These benefits shall be payable from the first (1<sup>st</sup>) day of disability due to accidental bodily injury or hospitalization or from the eighth (8<sup>th</sup>) day disability due to sickness, for a period not to exceed fifty-two (52) weeks for any one (1) period of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation paid under a retirement plan, the Social Security Act, or any workers' Compensation Act.

**Section 9. Payment in Lieu of Health Insurance.** Rates of payment in lieu of coverage remain the prerogative of management but will not fall below the current rates of seventy dollars (\$70.00) for Family coverage, sixty dollars (\$60.00) for two person coverage and fifty dollars (\$50.00) for single coverage, per month. Additionally, it is the intent of management, through the recommendations of a Benefits Committee and approval of the board of Commissioners, to allow the expansion of employees "buying up" to higher levels of health insurance coverage that may include other options than PPO1.

**Section 10.** If a non-312 unit receives a better health care plan from the provisions above, such plan will also be implemented for this unit.

**Section 11.** The Employer will not provide, nor contribute to, life insurance for unit employees hired on or after August 1, 2010

## **ARTICLE 20. RETIREMENT**

**Section 1. Retirement Plan.** All full-time and regular part-time employees of the Employer within this collective bargaining unit hired prior to August 1, 2010 shall participate in B-2, V-10, FAC 5 of the Michigan Municipal Employees' Retirement System. ~~and additionally eligible employees will have the option to buy up to B-3 MERS Plan. Effective January 1, 2006 as participants in Plan B-2, employees contribute two percent (2%) of their gross earnings through required payroll deduction and the Employer shall contribute up to a maximum of two percent (2%) towards the B-2 MERS Plan.~~

**Section 2.** Existing Employees Bridge Benefit B-2/Frozen FAC – 2.04%.  
Effective once all other Non-312 and non-fully funded County units under a collective bargaining agreement (CBA) have a mutual agreement between the parties on an economic relief plan for MERS Retirement (Pension) of a one level bridge benefit reduction by the County to the DPW Unit. Once the County has demonstrated a one level bridge benefit reduction of all other non-312 and non-fully funded county units under MERS Retirement Plan and their respective CBA language as it pertains to the MERS Plan and contributions/funding respectively. It is agreed that once the conditions above are met the DPW Unit agrees to change Plans to the MERS-Bridge Plan B2 with the frozen FAC5 as a me-too agreement clause dated June 3, 2010. The change in MERS Plan will not take effect until the county/employer has provided documentation of above requested conditions. Retroactive adjustment shall not apply.

New Hires: Hybrid DC/DB – 1.5 multiplier  
Unit Employees hired on or after August 1, 2010 shall only be eligible to participate in MERS Hybrid DC/DB Program – 1.5 Multiplier.

**ARTICLE 21.**

**HOLIDAYS**

**Section 1.** All full-time employees shall be entitled to the following holidays off with either four (4) or eight (8) hours pay providing the employee worked the last scheduled work day prior to , and following, the holiday.

- |  |                        |
|--|------------------------|
| New Years Eve Day                          | Independence Day       |
| New Years Day                              | Labor Day              |
| Martin Luther King Day                     | Veteran’s Day          |
| President’s Day                            | Thanksgiving Day       |
| Good Friday Afternoon<br>(from 12:30 p.m.) | Day after Thanksgiving |
| Memorial Day                               | Christmas Eve Day      |
|  | Christmas Day          |

**Section 2. Holiday Eligibility.** Eligibility for holiday pay is subject to the following conditions and qualifications:

The employee must work his scheduled hours on the employer’s last regularly scheduled workday before the holiday and on the Employer’s first regularly scheduled workday after the holiday, unless otherwise excused by the Employer. Approved use of sick time does not, in and of itself, constitute an Employer-excused absence.

The employee must be on the active payroll as of the date of holiday. For purposes of this section, a person is not on the active payroll of the Employer during unpaid leaves of absences, layoffs, while receiving workers’ compensation for more than twelve (12) consecutive months, or on a disciplinary suspension.

An otherwise eligible employee who is required to work on a recognized holiday but fails to report and work the scheduled hours shall not receive any holiday pay for such holiday, unless otherwise excused by the Employer. Approved use of sick time does not, in and of itself, constitute an employer excused absence.

**Section 3. Holiday Celebration.** When New Years Day and Christmas Day fall on a Saturday, they will be celebrated on the preceding Friday and Christmas Eve and New Years Eve will be celebrated on the preceding Thursday. Whenever Christmas Eve, New Years Eve or Independence Day falls on a Saturday, they will be celebrated on the preceding Friday. When Christmas Day, New Years Day or Independence Day fall on a Sunday, they will be celebrated on the following Monday. When Christmas Eve and New Years Eve falls on a Sunday, they will be celebrated on the following Tuesday. This Section shall apply only to employee who normal schedule of work is Monday through Friday, and those employees working on other schedules will celebrate the holiday on its actual date.

**Section 4. Holiday Pay.** Eligible employees shall receive eight (8) hours of holiday pay for each recognized full day holiday and four (4) hours of pay for each recognized half day holiday. All holiday pay shall be at the employee's straight time regular rate of pay. Eligible employees required to work on a recognized holiday shall receive holiday pay in addition to pay at their straight time regular rate of pay for all work performed on the holiday. For purposes of this section, a holiday shall be deemed to begin at 12:00 a.m. and shall end twenty-four (24) hours later.

**Section 5. Holiday During Vacation.** In the event that a holiday should occur during an otherwise eligible employee's vacation period, the employee shall be paid for the holiday and the day will not be charged against accrued vacation leave.

**ARTICLE 22. VACATIONS**

**Section 1. Vacations.** All full-time employees shall be granted vacation leave with pay and benefits based upon their length of continuous service with the Employer in accordance with the following:

Years of continuous Service	Length of Vacation
1 Year	2 Weeks
5 Years	3 Weeks
10 Years	4 Weeks
20 Years	5 Weeks

Vacation leave accrues on a yearly basis and is credited to eligible employees each year on their anniversary date, based upon their years of continuous service with the Employer as of their anniversary date.

A day of vacation shall equal eight (8) hours, and be paid at the employee's regular hourly rate of pay.

**Section 2. Vacation Eligibility.** In order to be eligible for full vacation benefits, an employee must have worked for the Employer during the twelve (12) months immediately preceding their anniversary date for a total of at least 1,400 straight time hours. Should any employee fail to qualify for a vacation in accordance with the foregoing plan solely because of the requirement as to hours, he shall receive a percentage of his vacation pay on the basis of his hours actually worked according to his length of service, in accordance with the following schedule, provided he works a minimum of 450 hours:

Number of Hours	Percentage of Vacation Pay
450 – 599	30%
600 – 749	40%
750 – 899	50%
900 – 1,049	60%

1,050 – 1,199	70%
1,200 – 1,339	80%
1,340 – 1,485	90%

**Section 3. Vacation Scheduling.**

Employees may schedule time off for their vacation during the twelve (12) months following the vacation determination date each year upon proper notice as determined by the Employer's rules, provided that, in the opinion of the Employer, such time off does not unreasonably interfere with efficient operation and the Employer's obligations to the public generally.

Vacation requests shall be submitted annually for that year. If an employee does not submit a vacation request, the Employer may assign a vacation time for the employee. Vacation leaves of less than one (1) week shall not be allowed unless specifically approved by the DPW Director or his/her designee. Vacation leave shall be considered mandatory, except in unusual circumstance. In the proper circumstances, an employee may be permitted to work during his vacation if permission is granted by the Employer. A maximum of five (5) days' vacation time may be carried into the following year, provided, however, such carry-over vacation time may not be accumulated from year-to-year.

**Section 4. Benefits on Termination.** Employees who leave the employ of the Employer prior to their anniversary date in any year will not accrue any vacation leave for that year. Employees who leave the employ of the Employer may receive pay for accrued by unused vacation leave in any of the following circumstances:

- A. If an employee retires in accordance with the retirement plan currently in effect.
- B. If an employee resigns from employment and a minimum of two (2) weeks advance notice is given.
- C. If an employee is laid off and request payment of vacation pay, provided, however, that such vacation pay shall be designated to the period of the layoff.

**Section 5. Vacation Basis.** Vacation pay will be computed at the straight time hourly rate an employee is earning at the time he takes vacation leave or works in lieu of such leave.

**Section 6. Adjustment to Workweek Schedule.** The full and pro rated benefit eligibility figures set forth in Section 2 shall be adjusted to conform to an employee's normal work schedule. To qualify for a full vacation benefit, maintenance employees must actually work 1,600 straight time hours. Similar adjustments shall be made by the Employer to the pro rated benefit schedule and to the "hours pay" and "time off" figures set forth in Sections 1. and 2.

## ARTICLE 23.

### WAIVER

It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understanding, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject to matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## ARTICLE 24.

### GENERAL

**Section 1. Union Access to Employer Records.** The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of an employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance, at a reasonable time, at the discretion of the Employer.

**Section 2. Payroll Period.** The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deduction made for any purpose. The Employer shall post monthly, a current list of each employee's accumulated sick and vacation leave.

**Section 3. Employer Required Bond.** Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the employer.

## ARTICLE 25.

### EQUIPMENT, ACCIDENTS AND REPORTS

**Section 1.** The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified.

**Section 2.** Any employee involved in any accident shall immediately report said accident and any physical injury sustained; and the employee, before starting his/her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available

names and addresses of witnesses to any accident. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

**Section 3.** It is the duty of the employee, and he/she shall immediately, or at the end of his/her shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment or tools that have been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the designated supervisor.

**Section 4.** DPW vehicles may be taken home by employees scheduled to be on-call unless the DPW Director concludes the privilege is being abused. County vehicles are not to be used for personal use.

## **ARTICLE 26.**

### **CDL LICENSES/CERTIFICATION REQUIREMENTS**

**Section 1.** A new employee shall be responsible for obtaining a commercial driver's license (CDL) where an employee is required to possess a CDL as a condition of employment. If an employee is required to submit to a physical examination in order to obtain or maintain a CDL, the Employer shall pay the cost of such physical examination, provided that the examination is conducted by a physician of the Employer's choosing. If an employee must take a road test in order to obtain or maintain a CDL, the Employer shall provide the employee with the necessary vehicle to use and transportation to the test site.

**Section 2.** Any employees required to possess a CDL must maintain a CDL at all times. Upon completion of the probationary period, the Employer shall compensate the employee for the cost of maintaining their CDL. Any employee who loses his/her CDL during the course of employment shall be immediately placed on an unpaid leave of absence. However, the Employer agrees to pay their health insurance for the first thirty (30) days of such leave. Employees who secure a CDL within thirty (30) days will be immediately reinstated upon notifying the Employer. Employees who do not secure a CDL within thirty (30) days will be considered terminated. Employees must immediately notify the Employer of any loss, revocation, or suspension of their driving privileges.

Employees who are temporarily placed on a leave of absence under this Section may be temporarily placed on work assignments not requiring a CDL when such work is available, for a period of up to thirty (30) days. However, such an assignment is within the sole discretion of the Employer.

**Section 3.** From time to time additional certification ("licenses") shall be required of the employee as directed by the director of the department. The affected employee will be given up to eighteen (18) months to acquire the license in cases where the test is offered more than once a year and up to twenty-four (24) months where such test is offered only once per year. Special consideration shall be given to certain current employees in regard to the timeliness of obtaining the additional certification, including the reduction of such an employee to the next lower





being paid workers' compensation payments shall have their health insurance premiums paid for by the Employer for one hundred eighty (180) days. Compensation shall include the day of injury. After the one hundred eighty (180) days, the employee may continue the health insurance by paying the premiums to the Employer, and if permitted by the insurance carrier. No other benefits shall continue or accrue during the time an employee is on worker's compensation, such as but not limited to, vacation and personal leave, sick and accident insurance, life insurance and holiday pay.

**ARTICLE 31. ADDRESS CHANGES**

An employee shall notify the Employer in writing of any change in name or address promptly and, in any event, within seven (7) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his/her record for all purposes involving his/her employment.

**ARTICLE 32. CAPTIONS**

The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

**ARTICLE 33. PERSONNEL POLICIES**

The Employer reserves the right to establish, publish and change from time to time personnel policies, including rules and regulations governing the conduct of its employees, provided, however, that such policies shall not conflict with the express terms of this Agreement.

**ARTICLE 34. SEPARABILITY**

If any section of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

In the event that any section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

**ARTICLE 35. UNIFORMS**

When required by the Employer, employees shall be provided with a full complement of clothing, including work boots, and such replacements as are reasonably necessary. The Employer shall determine what constitutes the necessary complement of clothing. The Employer shall provide for the cleaning of any uniform.

**ARTICLE 36. GENDER**

The masculine pronoun where used in this Agreement shall include the feminine pronoun and vice versa, unless the content clearly requires otherwise.

**ARTICLE 37. DURATION**

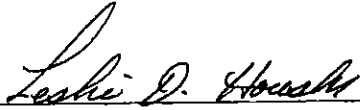
This Agreement shall be in full force and effect upon execution by the parties, and it shall continue until the 31<sup>st</sup> day of December 2012. Not earlier than ninety (90) days prior to the expiration of the contract on December 31, 2012 either party may request that the other commence negotiations. Upon receipt of such notice, the parties shall select mutually agreeable dates and time to negotiate.

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

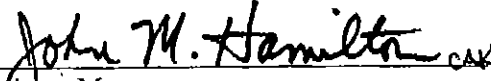
Dated this 27th day of October, 2010.

For the County:  
Wexford County  
Department of Public Works

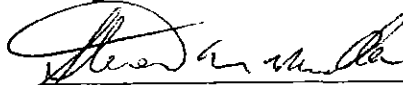
For the Union:  
International Union of Operating  
Engineers Local 324, A, B, C, D, G,  
H, P, RA and S, AFL-CIO



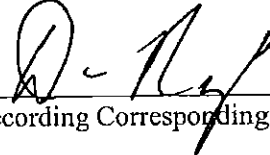
Leslie D. Housler  
Chairman of the Board



Business Manager



President



Recording Corresponding Secretary

SJH/mrb  
opeiu#42afl-cio  
Wexforddpw.agr

**SCHEDULE A**  
**WEXFORD COUNTY DEPARTMENT OF PUBLIC WORKS**  
**CLASSIFICATION SCHEDULE**  
**2010**

	Start	Step 1	Step 2	Step 3	Step 4	Maximum
<b>Administrative Assistant</b>	\$14.14	\$14.85	\$15.61	\$16.42	\$17.25	\$18.16
<b>Department Assistant</b>	\$11.09	\$11.50	\$12.16	\$12.77	\$13.45	\$14.10
<b>Madeline</b>						\$14.33
<b>Maintenance Tech 1 (D4, S4, L1)</b>	\$11.57	\$12.06	\$12.56	\$13.09	\$13.64	\$14.22
w/o Certifications, On-Call \$.50/hr	\$12.07	\$12.56	\$13.06	\$13.59	\$14.14	\$14.72
w/1 Certifications, On-Call \$.15/hr	\$12.22	\$12.71	\$13.21	\$13.74	\$14.29	\$14.87
w/2 Certifications, On-Call \$.30/hr	\$12.37	\$12.86	\$13.36	\$13.89	\$14.44	\$15.02
w/3 Certifications, On-Call \$.45/hr	\$12.52	\$13.01	\$13.51	\$14.04	\$14.59	\$15.17
One-time \$150 reward per license level above requirement						
<b>Maintenance Tech II (D3, S4, L2)</b>	\$13.23	\$13.73	\$14.26	\$14.81	\$15.40	\$16.01
One-time \$150 reward per license level above requirement						
<b>Maintenance Supervisor (D3, S4, L2)</b>	\$16.45	\$17.29	\$18.18	\$19.12	\$20.11	\$21.17
One-time \$150 reward per license level above requirement						

Commencing 1/1/08 COLA increases will be applied to total wage for the duration of this Agreement  
1.5% Signing Bonus

Sheila	\$566.59	Troy	\$468.62
Madeline	\$477.10	Jim	\$499.51
Kevin	\$468.62	George	\$660.50

New Hires – five percent (5%) across the board reduction in year one of the Agreement. Wage freeze for the remainder of the Agreement.

**SCHEDULE A  
WEXFORD COUNTY DEPARTMENT OF PUBLIC WORKS  
CLASSIFICATION SCHEDULE**

2011

	Start	Step 1	Step 2	Step 3	Step 4	Maximum
<b>Administrative Assistant</b>	\$14.28	\$15.00	\$15.77	\$16.58	\$17.42	\$18.34
<b>Department Assistant</b>	\$11.20	\$11.62	\$12.28	\$12.90	\$13.58	\$14.24
<b>Madeline</b>						\$14.47
<b>Maintenance Tech 1 (D4, S4, L1)</b>	\$11.70	\$12.19	\$12.70	\$13.23	\$13.79	\$14.37
w/o Certifications, On-Call \$0.50/hr	\$12.20	\$12.69	\$13.20	\$13.73	\$14.29	\$14.87
w/1 Certifications, On-Call \$0.65/hr	\$12.35	\$12.84	\$13.35	\$13.88	\$14.44	\$15.02
w/2 Certifications, On-Call \$0.80/hr	\$12.50	\$12.99	\$13.50	\$14.03	\$14.59	\$15.17
w/3 Certifications, On-Call \$0.95/hr	\$12.65	\$13.14	\$13.65	\$14.18	\$14.74	\$15.32
One-time \$150 reward per license level above requirement						
<b>Maintenance Tech II (D3, S4, L2)</b>	\$13.36	\$13.87	\$14.40	\$14.96	\$15.55	\$16.17
One-time \$150 reward per license level above requirement						
<b>Maintenance Supervisor (D3, S4, L2)</b>	\$16.61	\$17.46	\$18.36	\$19.31	\$20.31	\$21.38
One-time \$150 reward per license level above requirement						

Commencing 1/1/11 COLA increases will be applied to total wage for the duration of this Agreement

**SCHEDULE A  
WEXFORD COUNTY DEPARTMENT OF PUBLIC WORKS  
CLASSIFICATION SCHEDULE**

2012

	Start	Step 1	Step 2	Step 3	Step 4	Maximum
<b>Administrative Assistant</b>	\$14.42	\$15.15	\$15.93	\$16.75	\$17.59	\$18.53
<b>Department Assistant</b>	\$11.31	\$11.74	\$12.40	\$13.03	\$13.72	\$14.38
<b>Madeline</b>						\$14.62
<b>Maintenance Tech I (D4, S4, L1)</b>	\$11.82	\$12.32	\$12.83	\$13.37	\$13.93	\$14.52
w/o Certifications, On-Call \$0.50/hr	\$12.32	\$12.82	\$13.33	\$13.87	\$14.43	\$15.02
w/1 Certifications, On-Call \$0.65/hr	\$12.47	\$12.97	\$13.48	\$14.02	\$14.58	\$15.17
w/2 Certifications, On-Call \$0.80/hr	\$12.62	\$13.12	\$13.63	\$14.17	\$14.73	\$15.32
w/3 Certifications, On-Call \$0.95/hr	\$12.77	\$13.27	\$13.78	\$14.32	\$14.88	\$15.47
One-time \$150 reward per license level above requirement						
<b>Maintenance Tech II (D3, S4, L2)</b>	\$13.50	\$14.01	\$14.55	\$15.11	\$15.71	\$16.33
One-time \$150 reward per license level above requirement						
<b>Maintenance Supervisor (D3, S4, L2)</b>	\$16.78	\$17.64	\$18.55	\$19.50	\$20.51	\$21.60
One-time \$150 reward per license level above requirement						

Commencing 1/1/12 COLA increases will be applied to total wage for the duration of this Agreement

NEW HIRES HIRED AFTER AUGUST 1, 2010

SCHEDULE A  
 WEXFORD COUNTY DEPARTMENT OF PUBLIC WORKS  
 CLASSIFICATION SCHEDULE  
 2010

	Start	Step 1	Step 2	Step 3	Step 4	Maximum
<b>Administrative Assistant</b>	\$13.43	\$14.11	\$14.83	\$15.60	\$16.39	\$17.25
<b>Department Assistant</b>	\$10.54	\$10.93	\$11.55	\$12.13	\$12.78	\$13.40
<b>Maintenance Tech I (D4, S4, L1)</b>	\$10.99	\$11.46	\$11.93	\$12.44	\$12.96	\$13.51
w/o Certifications, On-Call \$.50/hour	\$11.47	\$11.93	\$12.41	\$12.91	\$13.43	\$13.98
w/1 certifications, On-Call \$.15/hour	\$11.61	\$12.07	\$12.55	\$13.05	\$13.58	\$14.13
w/2 Certifications, On-Call \$.30/hour	\$11.75	\$12.21	\$12.69	\$13.20	\$13.71	\$14.27
w/3 Certifications, On-Call \$.45/hour	\$11.89	\$12.36	\$12.83	\$13.34	\$13.86	\$14.41
One-time \$150 reward per license level above requirement						
<b>Maintenance Tech II (D3, S4, L2)</b>	\$12.57	\$13.04	\$13.55	\$14.07	\$14.63	\$15.21
One-time \$150 reward per license level above requirement						
<b>Maintenance Supervisor (D3, S4, L2)</b>	\$15.63	\$16.43	\$17.27	\$18.16	\$19.10	\$20.11
One-time \$150 reward per license level above requirement						

Commencing 1/1/08 COLA increases will be applied to total wag for the duration of this Agreement

New Hires – five percent (5%) across the board reduction in year one of the Agreement. Wage freeze for the remainder of the Agreement.



NEW HIRES HIRED AFTER AUGUST 1, 2010

SCHEDULE A  
 WEXFORD COUNTY DEPARTMENT OF PUBLIC WORKS  
 CLASSIFICATION SCHEDULE  
 2011

	Start	Step 1	Step 2	Step 3	Step 4	Maximum
Administrative Assistant	\$13.57	\$14.25	\$14.98	\$15.75	\$16.55	\$17.42
Department Assistant	\$10.64	\$11.04	\$11.67	\$12.26	\$12.90	\$13.53
Maintenance Tech 1 (D4, S4, L1)	\$11.12	\$11.58	\$12.07	\$12.57	\$13.10	\$13.65
w/o Certifications, On-Call \$0.50/hr	\$11.59	\$12.06	\$12.54	\$13.04	\$13.58	\$14.13
w/1 Certifications, On-Call \$0.65/hr	\$11.73	\$12.20	\$12.68	\$13.19	\$13.72	\$14.27
w/2 Certifications, On-Call \$0.80/hr	\$11.88	\$12.34	\$12.83	\$13.33	\$13.86	\$14.41
w/3 Certifications, On-Call \$0.95/hr	\$12.02	\$12.48	\$12.97	\$13.47	\$14.00	\$14.55
One-time \$150 reward per license level above requirement						
Maintenance Tech II (D3, S4, L2)	\$12.69	\$13.18	\$13.68	\$14.21	\$14.77	\$15.36
One-time \$150 reward per license level above requirement						
Maintenance Supervisor (D3, S4, L2)	\$15.78	\$16.59	\$17.44	\$18.34	\$19.29	\$20.31
One-time \$150 reward per license level above requirement						

Commence 1/1/11 COLA increases will be applied to total wage for the duration of this Agreement.

NEW HIRES HIRED AFTER AUGUST 1, 2010

SCHEDULE A  
WEXFORD COUNTY DEPARTMENT OF PUBLIC WORKS  
CLASSIFICATION SCHEDULE

2012

	Start	Step 1	Step 2	Step 3	Step 4	Maximum
Administrative Assistant	\$13.70	\$14.39	\$15.13	\$15.91	\$16.71	\$17.60
Department Assistant	\$10.74	\$11.15	\$11.78	\$12.38	\$13.03	\$13.66
Maintenance Tech 1 (D4, S4, L1)	\$11.23	\$11.70	\$12.19	\$12.70	\$13.23	\$13.79
w/o Certifications, On-Call \$0.50/hr	\$11.70	\$12.18	\$12.66	\$13.18	\$13.71	\$14.27
w/1 Certifications, On-Call \$0.65/hr	\$11.85	\$12.32	\$12.81	\$13.31	\$13.85	\$14.41
w/2 Certifications, On-Call \$0.80/hr	\$11.99	\$12.46	\$12.95	\$13.46	\$13.99	\$14.55
w/3 Certifications, On-Call \$0.95/hr	\$12.13	\$12.61	\$13.09	\$13.60	\$14.14	\$14.70
One-time \$150 reward per license level above requirement						
Maintenance Tech II (D3,S4, L2)	\$12.83	\$13.31	\$13.82	\$14.35	\$14.92	\$15.51
One-time \$150 reward per license level above requirement						
Maintenance Supervisor (D3, S4, L2)	\$15.94	\$16.76	\$17.62	\$18.53	\$19.48	\$20.52
One-time \$150 reward per license level above requirement						

## On-Call Pay

On Call pay is included in wage rates for current employees subject to call-in-duty. A new employee will be paid the "on call rate" after probation is completed. On call schedule is on a rotation basis, with active participation required by all maintenance staff personnel, but with Management reserving the right to modify such schedule if the situation requires.

Any maintenance personnel called in will receive a minimum of one (1) hour of pay at the applicable rate.

## Longevity Pay.

Employees shall receive longevity pay as follows:

1. **General.** Longevity pay is based on an employee's continuous length of service with the county. Eligibility as based on full years of service as of October 1<sup>st</sup> of any given year.
2. **Procedure.**
  - a. All regular full-time employees who are employed as of October 1<sup>st</sup> of each year who have completed five (5) years of continuous full-time employment with the county shall receive longevity pay calculated on the basis of thirty dollars (\$30.00) for each full year of continuous service.
  - b. The maximum longevity sum to be paid to any employee in a single year is six hundred dollars (\$600.00).
  - c. Employees who are on leave of absence or layoff, including a suspension for disciplinary reasons, will retain all service time earned prior to the absence toward the calculation of longevity benefits but will not accrue any additional time toward longevity benefits nor will they receive longevity pay during such absence.
3. There shall be no longevity pay for new hires after the ratification date of July 27, 2010.

## APPENDIX A

The following are examples of drugs excluded from the County's prescription drug plan:

Outpatient Prescription and non-Prescription Drugs and medication, exclusions include:

- Any drugs or medications available over the counter (including vitamins, dietary supplements, and fluoride products) that do not require a prescription by Federal or State Law, other than insulin, and any drug or medication that is equivalent (in strength, regardless of form) to an over the counter drug (Prenatal vitamins and supplements prescribed by a physician are covered).
- Non-FDA (Food and Drug Administration) approved drugs or medications.
- FDA approved prescription drugs used for purposes other than those approved by the FDA, unless the drug is recognized for the treatment of a particular indication in one of the standard reference compendia (The United State Pharmacopoeia Drug Information, the American Medical Association Drug Evaluations, or the American Hospital Formulary Service Drug Information) or in medical literature. Medical literature means scientific studies published in a peer-reviewed national professional medical journal.
- All newly FDA approved drugs, prior to review by the Plan Administrator.
- Any prescription drug or medications used for treatment of sexual dysfunction (such as Viagra, Cialis or Levitra,) including, but not limited to, erectile dysfunction, delayed ejaculation, anorgasmia and decreased libido.
- Prescription drugs used for cosmetic purposes such as drugs used to reduce wrinkles, Minoxidil and other prescriptions drugs to promote hair growth as well as drugs used to control perspiration and fade cream products. Retin-A for member over 26 years of age and other prescription products to reduce wrinkles.

Lifestyle drugs/medications including,

- Any diet pills or appetite suppressants
- Anabolic steroids
- Bedwetting prevention
- Botulism toxin
- Cognition enhancing drugs
- Erective/sexual dysfunction treatments
- Growth hormone
- Hair growth agents
- Infertility drugs
- Morning after pills
- Nail fungus treatments

- Non-sedating antihistamines
- Smoking cessation products
- Topical anti-aging agents
- Weight loss products
- Oral influenza shortening agents
- Cholesterol-reducing agents prescribed to patients with cholesterol levels within medically acceptable limits, but which are nonetheless prescribed to patients based upon other risk factors for cardiovascular disease
- Medications or injections for the use of travel
- Medication used to enhance athletic performance

Such drugs may be covered for direct treatment of a serious medical condition as defined by the ADA (but not side effects).