

1097

FF 3/30/92

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of Fact Finding:)	
)	Michigan Employment
between)	Relations Commission
)	
Cass County Road Commission)	Case No. G90 D-1055
)	
and)	
)	
Teamsters Local Union No. 214)	

REPORT OF THE FACT FINDER

RAYMOND J. BURATTO

Appearing on Behalf of the Parties:

For Teamsters Local Union No. 214:

Henry Mueller, Business Representative
Dennis Irwin, Bargaining Unit Member
Robert Parrish, Bargaining Unit Member

For the Cass County Road Commission:

Frederick W. Senger, III, Manager
Eugene W. Smith, General Counsel
Michael J. Crandall, Certified Public Accountant
Lois Jacobson, Office Manager

3/30/92

Cass County Road Commission

I. BACKGROUND INFORMATION

The Petition for Fact Finding in the instant case was filed on August 22, 1991 following the rejection of tentative agreements on the three issues remaining for fact finding. Mediation was attempted on July 23, 1991. The collective bargaining agreement expired on June 30, 1991. The bargaining unit consists of forty-two (42) employees operating light and heavy trucks, road graders, salt spreaders, wheel loaders and mowers.

Due to conflicts in the parties' schedules, this matter was not set for fact finding until Thursday, February 27, 1992 and was conducted at the Road Commission's offices in Cassopolis.

II. ISSUES PETITIONED FOR FACT FINDING

During the course of bargaining, tentative agreements (TAs) were reached on several issues. The TAs comprise seven full pages in the union's statement of the case. As noted in the Petition for Fact Finding, the areas remaining in dispute following two failed attempts at ratification are:

1. Wages
2. Vacations
3. Health Care Benefits

III. RELEVANT CONTRACT PROVISIONS

In dispute are the wage rates referred to in Article XII of the expired agreement and detailed in Appendix A, attached hereto as Exhibit 1.

Article XV entitled "Vacations and Vacation Pay" contains the following language:

- (B) Vacation pay may be paid on the Friday preceding the vacation, provided that the employee requests it in writing, two (2) weeks in advance.

The health care benefits at issue are detailed in Article XVII.

IV. POSITIONS OF THE PARTIES, ANALYSIS, AND RECOMMENDATIONS

A. WAGES

Each party has submitted "comparables" as well as other fiscally based arguments in support of its respective position. The local union proposes wage increases across all classifications of 40¢ (forty cents) per hour in each of the three years of the contract, retroactive to July 1, 1991. In its written presentation before the Fact Finder, Local 214 selected three county road commissions above and below the Cass County Road Commission (hereinafter "CCRC") in Act 51 funds received. Counties bordering Cass were not selected "because of the tremendous variance in size and income." The road commissions and the 1990 Act 51 funds selected by the union are:

<u>COUNTY:</u>	<u>ACT 51 FUNDS</u>
Newaygo	\$2,741,187
Ionia	\$2,664,084
Barry	\$2,596,801
 CASS	 \$2,595,567
Hillsdale	\$2,574,651
Gratiot	\$2,542,438
Branch	\$2,468,188

Claiming the bargaining unit will suffer a decline in its standard of living unless its offer is adopted, the union rejects the employer's proposal. The CCRC proposes increases of 10¢ per hour on July 1, 1991; 15¢ per hour on January 1, 1992; 10¢ per hour effective July 1, 1992; 15¢ per hour on January 1, 1993; 10¢ per hour effective July 1, 1993; and 15¢ per hour effective January 1, 1994. In addition, the tentative agreement in Appendix A provided for a sliding scale to adjust wages up or down based on the Motor Transportation Funds received by the employer. In no event would the wages be reduced below June 30, 1991 levels.

The CCRC relies upon the so-called "Frugal Five" counties of Barry, Branch, Cass Hillsdale and St. Joseph as its comparables. The four counties in addition to

Cass, were chosen by the CCRC as comparables on the basis that they meet "biannually to discuss mutual problems and possible solutions as we have similar size operations and are in close proximity to one another." Data submitted by the employer depends largely upon comparisons among the "Frugal Five". Three of the four counties selected are also included in the union's list of comparable road commissions.

A fundamental issue in dispute between the parties is the relationship between the CCRC's cash balance, fund balance, and its ability, or willingness, to pay. Teamsters Local Union 214 argues that the relevant considerations should be the "health" of the fund balance and notes that the undesignated fund balance has increased nearly \$52,000.00 from December 31, 1988 to December 31, 1990. No data was presented by the local regarding the position of the fund balance as of December 31, 1991, nor for the cash balance at any relevant time. Likewise, neither party submitted evidence establishing the fund or cash balances of any of the comparable road commissions.

The Cass County Road Commission maintains the relevant determinant of its ability to pay must be its cash balance, as that reflects the true measure of its liquidity. To the CCRC the fund balance is not truly liquid but is instead the measure of all of its assets, including cash, available to the organization. As stated in the February 18, 1992 letter to the Road Commission from Siegfried, Crandall, Vos & Lewis, P.C., its certified public accounting firm: "fund balance is not a vast 'tappable' source of cash, but rather an accounting term for book value, or on-paper worth of a governmental unit."

This Fact Finder is persuaded that the cash balance of a road commission is the operative criterion, where as here, the issue to be resolved is the ability to pay wages and fringe benefit increases. Clearly, these expenditures are made with regularity and therefore depend upon the availability of cash. Unlike long-term purchases of equipment, materials and other inventory, payroll and fringe benefit contributions, or premiums, are continuing obligations of the employer and cannot be readily satisfied from assets other than cash. The status of the cash balance is what prevents "payless paydays."

Based upon the CCRC's written submission and testimony, its cash balance is steadily declining toward "payless paydays". As demonstrated by the documents entitled "Cash and Investments as a Percent of Fund Balance" and "Annual Cash Balance as a Percent of 1983 Base Year", the 1991 cash balance of \$132,000 is \$810,600 less than the base year, or a mere 14% of the base year amount. In the same period, the fund balance has retained 56% of its value when compared to the base year.

Also significant to note is "Cash Balance and Inventory Change from 1983 Base Year" which establishes a decline of 86% in the cash balance and an increase of only 7.5% in inventory during this period. In the opinion of this Fact Finder, the figures contained therein and on the chart entitled "Inventory and other Assets as a Percent of Fund Balance" support the road commission's conclusion that there has been no stockpiling of inventory and other assets to cause the downward trend in cash balances." This nine year period also saw up and down fluctuations in the respective balances.

Act 51 funding is an integral component of a road commission's budget. While enjoying annual increases averaging approximately 4.6% from 1985 through 1989, the state Motor Vehicle Fund revenues have since decreased approximately 3% since 1990. In the December 12, 1990 letter accompanying the annual report of the Michigan Transportation Fund, its chairman William C. Marshall noted:

Compared with 1989, the Michigan Transportation Fund revenues available for distribution in fiscal 1990 were essentially flat....

Funding forecasts for the future look even worse. Current projections for the Michigan Transportation Fund show revenues available for distribution are expected to decline 2.6 percent in fiscal year 1991, and stay at that level through fiscal year 1992.

Thus a disinterested and objective observer such as Marshall advised the people of this state that their highway fund support of road commissions would continue to decline.

The relationship between wage rates paid and Act 51 revenues is important to this

Fact Finder. Analyzing the first page included under tab C.1. of the union's submission establishes that relationship for the designated comparables. CCRC ranks fourth among the seven counties cited in Act 51 revenues received in 1991. Its light truck and heavy truck operators' wages are fourth among the seven counties and its wages paid to heavy equipment operators and mechanics place it third among the union's comparables. Of the counties receiving more Act 51 funds, only Newaygo ranks higher overall than Cass in the wages paid its employees. Barry County which is just ahead of Cass in Act 51 monies received, ranks last in wages paid its employees. Cass County ranks squarely in the middle of the comparables in Act 51 revenues received, and just slightly ahead of the average in wages paid. Comparison is certainly made to the 40¢ per hour increase granted to the Hillsdale County Road Commission employees effective January 1, 1993. Hillsdale receives less Act 51 monies than does Cass while having more miles of serviceable road and fewer employees. No evidence was presented relative to the status of Hillsdale's fund or cash balances.

RECOMMENDATION REGARDING WAGE RATES:

Based upon the above findings of fact, including the current wage rates, the positions of these rates relative to the comparable counties and the State Motor Vehicle Funds received, and the Road Commission's cash fund balance, I recommend the acceptance of the CCRC's wage offers as detailed above, with retroactivity to July 1, 1991.

B. VACATIONS

The tentative agreement reached adopted the CCRC's proposal to delete Article XV, Section 1 B from the contract which would discontinue the current practice of an employee receiving a vacation check within two weeks after requesting it in writing. Bargaining unit members wish to retain this feature and therefore rejected the tentative agreement on vacations. The CCRC admits this provision is more of an inconvenience than an expense and therefore expects the tentative agreement implemented. Other than the above reasons, neither side presented compelling reasons to justify the requested change.

RECOMMENDATION REGARDING PAYMENT OF VACATIONS:

Based upon the foregoing findings of fact, I recommend the contract remain unchanged with respect to payment of vacations.

C. HEALTH CARE BENEFITS

The CCRC proposed a change in the prescription drug portion of the employee health care benefits. Under the current program employees pay a small deductible for each prescription filled on a prescription drug card and the Commission pays for third party administration of the program. If the change proposed by the Commission were to be implemented, employees would now submit prescription claims for reimbursement under the major medical portion of their health insurance. The union claims this would place an undue hardship on its members, because they would have to pay for their prescriptions and submit the expenses for reimbursement later and that some drugs, such as fertility drugs, will not be not available under the Blue Cross/Blue Shield drug plan proposed by the CCRC.

Several considerations enter into this analysis. First, will the proposed change present a hardship on the employees which exceeds the possible benefit to them by their employer saving an estimated \$90,000 by converting to the prescription reimbursement plan? Second, do the parties present justification for their positions for and against the proposed change?

The CCRC's proposal was the result of its determination that it was paying for a prescription drug card program while its employees were already covered by a prescription drug rider to the Blue Cross/Blue Shield coverage. By converting to a prescription reimbursement plan under BC/BS the road commission claims it will save \$90,000.00 over the contract term. This savings will be used to offset a portion of the cost of the wage increase.

The local union contends that the savings are ethereal in that the insurance premium paid by the CCRC will be increased as a function of BC/BS absorbing the costs of the prescription drugs. The union also noted that the reimbursement

plan will effectively reduce the employees' standard of living by requiring them to pay for prescriptions out of pocket and then await reimbursement. Also noted was the probability that BC/BS would not pay for fertility drugs used by one employee. CCRC stated the BC/BS prescription rider would cover those medications which are reasonable and customary and that the employee mentioned no longer takes the fertility medication. No evidence was presented by either party to substantiate or refute the respective positions regarding the probability of a premium increase or the denial of payment for drugs such as the fertility medication. Based on the presentations of the parties, I must conclude the CCRC is willing to accept premium increases if that be the case.

Using either set of comparables, CCRC's cost of fringe benefits as a percent of labor is extremely high. The Road Commissions's submission captioned "Comparison of Labor to Fringe Costs in Relationship to Employee Numbers for the Years 1984 to 1991" illustrate an alarming trend. Beginning in 1987 the cost of fringe benefits as a percent of labor rose from 34% to 39% then declined to 37% in 1989, before again climbing rapidly to 42% in 1990 and 46% in 1991. Using 1987 as the base year in which fringe benefits costs per employee were approximately \$7103.00, that amount grew to \$7480.00 in 1989 and then leaped to \$8913.00 in 1990 and \$9877.00 in 1991. The Commission also noted that its cost for health insurance alone rose 101% from 1986 to 1991. While the number of employees has been reduced from 74 in 1984 to 60 in 1991, the cost of labor and fringe benefits as a percent of Motor Vehicle Funds received has increased from 64% to 72%. Likewise the cost of fringe benefits alone as a percentage of those funds has climbed from 13% in 1984 to 23% in 1991.

Among the union's comparables on the chart in Section C. 2. of its presentation, I note only Newaygo County's Road Commission has a higher percentage of cost of fringes to total labor costs, and then only by a narrow margin (71.5% to 70.0%). The next nearest comparable, Ionia, is at 60.2%. All counties except Branch have dental riders and all of the counties have some form of prescription drug rider.

Unlike many other governmental units and private sector employers in the State of Michigan the CCRC is not asking its employees to share in their burgeoning cost

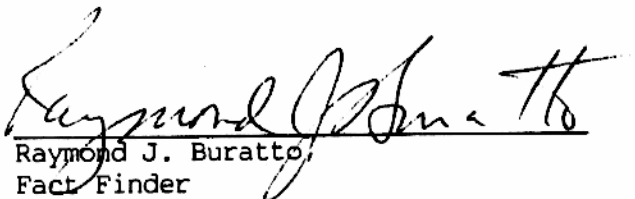
of health care. If anything they are being asked to participate in a cost-saving venture which should allow the commission the opportunity to better manage its health care expenditures.

RECOMMENDATION REGARDING CHANGES IN THE PRESCRIPTION DRUG PROGRAM:

Based on the foregoing analysis including the underlying submissions of the parties, I recommend the adoption of the employer's proposed change in the administration of its prescription drug program.

CONCLUSION

The above Report, along with Appendix A attached hereto as Exhibit 1, represents the Findings of Fact and the Recommendations arrived at as a result of the hearing conducted by me and my review of the parties' submissions.


Raymond J. Buratto
Fact Finder

Issued: March 30, 1992
at Rochester Hills, Michigan

TENTATIVE AGREEMENTS

1. ARTICLE II, SECTION 2 (PG 2)

Change to read:

"The Commission and the Union agree that, for the duration of this agreement, neither shall discriminate against any job applicant or employee because of race, color, religion, national origin, age, sex, height, weight, marital status, handicap, or political belief, nor shall the Commission or its agents nor the Union, its agents or members, discriminate against any employee because of his membership or non-membership in the union."

2. ARTICLE III, SECTION 2 (PG 3)

Change to read:

"All bargaining unit employees shall, as a condition of continued employment, pay to the Union an amount of money equal to the dues paid by other employees in the bargaining unit who are members of the Union. This sum shall be limited to the amount of money equal to the Union's regular and usual dues. Such payments shall commence on the effective date of this Agreement. For new employees, the payment shall commence thirty-one (31) days following the date of employment."

3. ARTICLE VI, (PG 5)

SECTION 1:

"Seniority shall be defined as a permanent, full-time employee's length of continuous service with the Commission since the employee's last hire date. "Last hire date" shall mean the date upon which an employee first reported for work at the direction of the Commission since which the employee has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or layoff."

SECTION 2:

Change first paragraph to read:

"All newly hired full-time employees shall be probationary employees during the first six (6) months of their employment from their date of hire. During the probationary period, the new employees have no seniority status. Probationary employees' services may be terminated at any time by the Commission at its sole discretion and neither the employee so terminated, nor the Union, shall have recourse to the grievance procedure over such termination. At the conclusion of the probationary period, the employee's name shall be added to the seniority list as of his last hire date."

SECTION 3:
Change to read:

"The Commission shall maintain an up-to-date seniority list. An up-to-date copy of the seniority list will be posted on the shop bulletin board every three (3) months. The names of all permanent, full-time employees, who have completed their probationary period, shall be listed on the seniority list in order of their last hire date starting with the senior employee at the top of the list. If two (2) or more employees were hired on the same day, their names shall appear on the seniority list as determined by the drawing of lots at the time the employees are placed on the seniority list."

4. ARTICLE VI, SECTION 6 (PG 6)

Move to a new article titled Layoff and Recall

5. ARTICLE VI, SECTION 7 & 8 (PG 7)

Move to a new article titled Transfers and Vacancies

6. ARTICLE VII, SECTION 2 FIRST STEP GRIEVANCE PROCEDURE (PG 9)

Change next to last sentence to read:

"The foreman shall give a written answer to the aggrieved employee or the Union within three (3) working days after receipt of the written grievance."

7. ARTICLE VIII (PG 12)

Retitle Discipline and Discharge, add a new section:

"Employees who violate a minor work rule established by the Employer within a twelve (12) month period shall receive a verbal warning for a first violation of a minor offense."

8. ARTICLE IX, SECTION 1 STEWARDS (PG 12 & 13)

Change section to read:

"The Employer recognizes the right of the Local Union to designate a chief steward, who must be a permanent, full-time employee of the Commission, and not more than two assistant stewards. The authority of the Chief Steward and assistants so designated by the Union shall be limited to and shall not exceed the following duties and activities:"

9. ARTICLE X SECTION 1 & 2 (PG 14)

Change to read:

SECTION 1: "An employee who has completed the six (6) month probationary period may be granted a leave of absence for personal reasons and without loss of seniority for a period not to exceed six (6) months in any calendar year provided advance written permission is obtained from the Commission or its designated representative and the employee can be spared from work for that purpose. Applications for such leave must be in writing on a form provided by the Commission. Leaves of absence will not be given for the purpose of enabling any employee to work for another employer or to engage in any form of self-employment unless such self-employment is approved by the Employer. Any employee who obtains a leave of absence by misrepresenting the purposes therefore shall be discharged.

SECTION 2: An employee who has completed the six (6) month probationary period, who because of illness or accident which is none-compensable under the Worker's Compensation law is physically unable to report for work shall be given a leave of absence without pay and without loss of seniority for the duration of such disability provided the employee promptly notifies the Commission of the necessity therefore, and provided the employee supplies the Commission with certification from a medical doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Commission."

10. ARTICLE XI, SECTION 4 (PG 16)

Change section to read:

"All shifts shall start and end at the main garage except, the black-top plant, Marcellus and Dowagiac garages, when authorized by the Employer. Also during the winter season, when needed, those employees assigned by the Employer to units based at rental facilities."

11. ARTICLE XI, SECTION 6 (PG 16)

Add new section to read:

"Employees starting at their regular time and who agree to work through their lunch and/or designated breaks shall be required to stay until regular quitting time unless specifically authorized otherwise by a foreman or the manager."

12. ARTICLE XIV, SECTION 2 HOLIDAYS (PG 17)

Change section to read:

"To be eligible to receive holiday pay, an employee must be a permanent, full-time employee, or if a probationary employee, must have completed the ninety (90) day qualification period, and worked the last work day scheduled to work before the holiday unless permission to be absent was granted by the manager.

13. ARTICLE XIX, SECTION 1 (PG 22)

Add to the end of sentence, "however all personnel in the classification must be utilized performing work in that classification before a temporary assignment may be made."

14. ARTICLE XV, VACATION

SECTION 1 PART B - Deleted from contract

SECTION 2 Change last two sentences, section to read:

"A maximum vacation time of thirty (30) days may be accumulated and the employee will be allowed to carry over that maximum from year-to-year. A form for vacation assignment shall be maintained in the payroll office. Each employee shall request vacation a minimum of three (3) weeks before the vacation is to commence. The Manager shall review and approve or disapprove said vacation at least two (2) weeks before vacation is to commence. Seniority shall govern for those signing up for vacation before May 1 of each year. After May 1, determination is made by whomever is first to sign. As many as three (3) hourly employees, but not more than two (2) within the same labor classification, shall be granted vacation at the same time. The Manager reserves the sole right to allow additional employees within a classification to take vacation in excess of the two (2) within the same labor classification. Vacations days of less than five (5) day increments must be requested one (1) week in advance. The Manager reserves the right to approve said days off or waive the advance notification at his discretion."

15. ARTICLE XVI, SECTION 2 GROUP INSURANCE (PG 20)

Change section to read:

"For the duration of this Agreement, the Commission agrees to provide group life, health, accident and hospitalization insurance equal to the level of benefits in effect prior to the execution of this agreement with the following exception:

A. Coverage for prescription drugs will be reimbursable as a major medical claim. The employee shall purchase the prescription drug, submit it to the group health provider as a major medical claim on forms provided by the Employer. The Employer will pay to the employee, upon submission of an "Explanation of Benefits" received from group health care provider, that portion of the prescription drug cost which is excluded by the group health care provider as a co-pay amount. No payment will be made to the employee for prescription drugs which are disallowed by the group health care provider as a non-covered prescription drug.

16. ARTICLE XVI, SECTION 3 (PG 21)

Remove mandatory retirement age, per Age Discrimination Act passed in 1986. Section to read:

"After retirement, retirees may be hired on a temporary basis for not longer than six (6) months."

17. ARTICLE XVII, SECTION 1 SUB CONTRACTING (PG 22)

Change section to read:

"The employer agrees that any subcontracted work shall not cause the layoff of any present employee."

18. ARTICLE XVIII, SECTION 2 BREAK AND WASH-UP PERIODS. (PG 22)

Change section to read:

"Each employee is entitled to the equivalent of one (1) ten (10) minute break on the job site in each one-half (1/2) of a full work day. The exact start time for breaks will be determined by the Employer."

19. ARTICLE XXIV, SECTION 2 (PG 27)

If an employee dies while actively employed by the Cass County Road Commission, the employee's beneficiary shall receive one hundred percent (100%) of said employee's accumulated sick days. Upon retirement, the employee shall receive fifty (50) percent of unused accumulated sick days, to the maximum of sixty (60) days. Accepted by Union and CCRC 4/3/91.

20. ARTICLE XXIV, SECTION 3 (PG 27)

Change disability pay to \$250 effective 7/1/91.

21. ARTICLE XXI, SECTION 1 SAFETY COMMITTEE (PG 24)

Change first sentence to read:

"A safety committee shall be composed of four (4) Union and four (4) Employer representatives who shall meet when necessary for the purpose 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."

22. ARTICLE XXVII, SECTION 4 (PG 30)

"Yearly physical examinations, including drug screening, shall be required of all employees covered by this agreement. Said physical/drug screening will be within ten (10) days before the employee's birthday and the employee shall be notified seven (7) days in advance. Such examinations shall be made by a physician chosen by the Employer. Physical examinations may also be required prior to return to work after illness or injury. Such periodic examinations shall be made by a physician chosen by the Employer and shall be at the expense of the Employer. Full-time permanent employees required to report for such periodic physical examinations shall be paid at their regular rate of pay for the time required for the examination."

Add addendum to contract to read:

"In addition to drug screening tests at periodic physical examination, all employees shall be required to submit to examination for alcohol or controlled substances in accordance with that substance abuse testing policy date _____, attached hereto as Appendix C."

23. APPENDIX A WAGE RATE (PG 33)

Change section to read:

"The following rates of pay shall be effective for the respective labor grades on and after the dates shown below:

DATE	E	A	B	C	D
7/1/91	11.10	10.85	10.65	10.55	10.25
1/1/92	11.25	11.00	10.80	10.70	10.40
7/1/92	11.35	11.10	10.90	10.80	10.50
1/1/93	11.50	11.25	11.05	10.95	10.65
7/1/93	11.60	11.35	11.15	11.05	10.75
1/1/94	11.75	11.50	11.30	11.20	10.90

*Grade F \$4.25

Add new section read:

A. If Motor Transportation Funds received by the Employer increase or decrease more than three percent (3%) for a calendar year, while contract is in effect, as compared to the previous calendar year, wages shall be adjusted on the following July 1st by one-half of one percent (.005) for each full one percent (1%) of increase or decrease in excess of three percent (3%). The first adjustment (if any) will be made July 1, 1992 for fiscal year ending December 31, 1991. Second adjustment (if any) will be made July 1, 1993 for fiscal year ending December 31, 1992. At no time shall wages be adjusted below rates in effect at June 30, 1991.

24. APPENDIX A, SECTION F, NUMBER 5 (PG 34)

Change to read:

"Should particular pieces of equipment only be deemed necessary within a district, graders, blade trucks and sand trucks, the assigned operators of those particular pieces of equipment shall be called first in each instance."

25. APPENDIX A, SECTION F (PG 34)

Add Number 7 to read:

"If management anticipates that more than eight (8) loads of ice control materials will be used, or there is enough work to keep the loader operator busy in an overtime situation, a qualified loader operator who has signed the snow overtime list will be called in. If there is not enough work available, or less than eight (8) loads are anticipated as needed, management shall assign a mechanic or the individual truck drivers to load trucks. If between eight (8) and sixteen (16) loads are used, the loader operator, who would have been called in, shall receive show-up time. If over sixteen (16) loads are used, the loader operator, who would have been called in, shall be paid actual time from the start of the call-in assignment to the time the last load was loaded."

26. APPENDIX B PARAGRAPH 2 (PG 35)
Change to read:

"All employees shall have developed the ability to properly maintain and efficiently operate the piece of equipment that they bid on or were placed on and shall hold a valid Chauffeur's or CDL license, as required by their job classification."

27. ARTICLE XXV, (PG 28)

SECTION 1: "An employee requesting time off from regular work shall be granted a period of not to exceed five (5) days, with pay, for the purpose of attending and/or arranging for the funeral of spouse or children."

SECTION 2: "An employee requesting time off from regular work shall be granted a period of not to exceed three (3) days for the purpose of attending and/or arranging for the funeral of the employee's or spouse's parents, brothers or sisters."

SECTION 3: "An employee requesting time off from regular work shall be granted a period of not to exceed one (1) day, with pay, for the purpose of attending the funeral of the employee's or spouse's brother-in-law, sister-in-law, grandparent, or grandchild. The employee may, at his/her option, take one or two addition days, which will be deducted from accrued sick or vacation leave."

SECTION 4: "An employee requesting time off from regular work shall be granted a period of not to exceed one (1) working day for the purpose of attending the funeral of the employee's or spouse's aunt, uncle, niece or nephew. Said day to be deducted from accrued sick or vacation leave."

SECTION 5: "Additional time, to be deducted from accrued sick or vacation pay, may be used, with approval of the Manager, if travel of over 300 miles is required to attend or arrange the funeral of any family member in the above sections."

28. ARTICLE (NEW)

B. Accepted Board authorization of \$200 mechanics allowance 3/8/91
(not part of negotiated contract)

D. In second group number 8 (CCRC Disciplinary Procedure and Rules of Conduct), change to one-half (1/2) hour.

Agreed to by Road Commission effective date of contract.

Tentative agreement 3/27/91. (not part of negotiated contract-change in Rules of Conduct and Discipline).