

3169

4/30/98

AGREEMENT

Between

THE BOARD OF COUNTY ROAD
COMMISSIONERS
OF THE COUNTY OF LAPEER

- and -

THE LAPEER COUNTY ROAD
COMMISSION EMPLOYEES,
CHAPTER OF LOCAL NO. 1071,
AFFILIATED WITH COUNCIL 25,
AFSCME, AFL-CIO

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Lapeer County Road Commissioners

TABLE OF CONTENTS

		<u>Page</u>
	Agreement	1
	Purpose and Intent	1
Article 1	Recognition	1
Article 2	Aid to Other Unions	2
Article 3	Union Security	2
Article 4	Union Dues & Initiation Fees	3
	Payroll Deduction Form	3
Article 5	Management Rights	6
Article 6	Union Representation	7
Article 7	Stewards	8
Article 8	Special Conference	9
Article 9	Grievance Procedure	10
Article 10	Computation of Back Wages	12
Article 11	Discharge and Discipline	12
Article 12	Seniority	14
Article 13	Supplemental Agreement	16
Article 14	Layoff and Recall	16
Article 15	Promotions and Transfers	17

Article 16	Leave for Union Business	20
Article 17	Sick Leave-Absence from Work	20
Article 18	Work Day and Work Week	23
Article 19	Holidays	25
Article 20	Vacations	28
Article 21	Bulletin Boards	29
Article 22	Rates for New Jobs	29
Article 23	Safety and Accidents	30
Article 24	Employment Benefit Plans	31
Article 25	Retirement	33
Article 26	Work Performed by Supervisors	36
Article 27	Job Classifications and Wages	36
Article 28	No Strikes	42
Article 29	Jury Duty	43
Article 30	Miscellaneous Provisions	44
Article 31	Drug and Alcohol Policy	46
Article 32	Termination and Modification	49
	Letter of Understanding	51
	Letter of Understandins	52
	Letter of Understanding	53

AGREEMENT

This Agreement entered into on this _____ day of, _____, 1996, between the Board of County Road Commissioners of the County of Lapeer, (hereinafter referred to as the "Employer" or "Commission") and the Lapeer County Road Commission Employees, Chapter of Local #1071, affiliated with Council 25, AFSCME, AFL-CIO, (hereinafter referred to as the "Union").

PURPOSE AND INTENT

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.

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.

ARTICLE 1 **RECOGNITION**

Employees Covered. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective

bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below:

All employees of the Lapeer County Road Commission excluding Engineering Department employees, office clerical, supervisors, temporary and seasonal employees.

ARTICLE 2 **AID TO OTHER UNIONS**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3 **UNION SECURITY**

Requirement of Union Membership.

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of their employment.
- (b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration

of this Agreement, on or before the thirtieth (30th) day of their employment.

- (c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.
- (d) An employee who shall tender an initiation fee -- (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.
- (e) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

ARTICLE 4

UNION DUES AND INITIATION FEES

- (a) Payment by Check-Off. Employees shall tender the initiation fee and monthly membership dues by signing the Authorization For Check-Off of Dues Form.

Check-Off Form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, the Em-

ployer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following "Authorization for Check-Off Dues" Form:

AMERICAN FEDERATION OF STATE, COUNTY,
AND
MUNICIPAL EMPLOYEES AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
Please Print Last Name, First Name, Middle Name

To: _____
Employer

Effective: _____, I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by AFSCME Local Union #1071 and, effective the same date, to deduct from my earnings each (payroll period) _____ a sufficient amount to provide for the regular payment of the current rate of monthly union dues, as certified by the Union. The amount deducted shall be paid to the Treasurer of the Lapeer County Road Commission Employees, Local NO. 1071 of the American Federation of State, County and Municipal Employees. This authorization shall remain in effect unless terminated by me by written notice to the Union and Employer within thirty (30) days

immediately preceding the termination date of the existing Union-Management Agreement, or termination of my employment.

This space reserved for additional information when required

Employees Signature _____

Street Address _____

City and State _____

- (b) When Deductions Begin. Check-Off deductions under all properly executed Authorization for Check-Off of Dues Forms shall become effective at the time the authorization is signed by the employee and shall be deducted from the first pay of the month and each month
- (c) Remittance of Dues to Financial Officer. Deduction for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted as soon as possible after the 15th day of each month.
- (d) Termination of Check-Off. An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

- (e) Disputes Concerning Membership. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the Final Step of the Grievance Procedure.

ARTICLE 5

MANAGEMENT RIGHTS

- (a) The bargaining unit recognizes that the Employer is charged with certain powers, rights, authority, duties and responsibilities by the laws and Constitution of the State of Michigan, which it must assume and discharge, and which shall not be delegated. Nothing contained herein either expressed or implied, shall abridge, abrogate, or usurp such rights or duties of the Board, except as provided for in this Agreement.

It is agreed that other rights and responsibilities of the Employer and not in conflict with this Agreement are hereby recognized.

- (b) The Employer retains the sole and exclusive right to manage all of its operations and activities not in conflict with the terms of this Agreement. Among the rights of management included only by way of illustration and not by way of limitation is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to establish classifications of work and the number of personnel required;

to determine the nature and number of facilities and departments to be operated, and their locations; to direct and control operations as in the past; to establish reasonable work rules not contrary to this Agreement; to study and use improved methods and equipment; to manage its affairs efficiently and economically; to determine the type of services to be rendered, control of materials, tools and equipment to be used, materials, or methods of operation, to introduce new equipment, methods, machinery, change or eliminate existing equipment, and institute changes, supplies to be used and purchased; to determine the size of the work force; to determine lunch and rest periods, clean-up time; to establish work schedules, and in all respects to carry out the ordinary customary function of management when not in conflict with the terms of this Agreement.

- (c) The Employer shall have the right to hire, promote, assign transfer, suspend, discipline, discharge, layoff and recall personnel, to establish and change work schedules, to provide and assign relief personnel when not in conflict with the terms of this Agreement.

ARTICLE 6

UNION REPRESENTATION

- (a) It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

ARTICLE 7

STEWARDS

- (a) In each garage, where members of the bargaining unit are employed, employees in the garage shall be represented by one Steward who shall be a regular employee working in that garage. In addition, there shall be one Chief Steward.

- (b) The Chapter Chairperson, his/her representative or the Steward, during working hours, without loss of time or pay, shall investigate grievances and present the same to the Employer. Any alleged abuse of this privilege shall be a proper matter for special conference.

- (c) The Chapter Chairperson, his/her representatives or Steward, shall notify his/her immediate supervisor when he/she leaves his/her work station. If the immediate supervisor is unavailable, and if means of communication is available, to notify the manager or his/her designee in the absence of his/her immediate supervisor, that he/she is leaving to investigate or present a grievance but he/she will not leave his/her work station until receiving permission, and when he/she returns to his/her work station to give the same notification in the same fashion.

- (d) If the Chapter Chairperson, his/her representative or Steward wishes to confer with the Manager or his/her designee, said individual may not leave his/her work station until a firm appointment has been made through

his/her supervisor to see said Manager or his/her designee.

ARTICLE 8

SPECIAL CONFERENCES

- (a) Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be attended by at least two, but not more than four, representatives of the Union. Arrangements for such special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall normally be held between the hours of 9:00 a.m. and 4:00 p.m.; meetings held beyond these normal hours will be mutually agreed to. The members of the Union shall not lose time nor pay for the time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.
- (b) The Union Representative may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding the conference with the representative of the Employer for which a written request has been made.

ARTICLE 9
GRIEVANCE PROCEDURE

- (a) The Board recognizes that a sense of fairness and justice is necessary in the adjudication of employee grievances. Should an employee feel that his/her rights and privileges under this Agreement have been violated, he/she may grieve in the following manner:

Step 1. The employee shall discuss the grievance with his/her immediate supervisor promptly and in any event within five (5) regularly scheduled work days either after it arose or after the employee obtained knowledge of the occurrence giving rise to the grievance. His/Her immediate supervisor shall give him his/her answer within five (5) regularly scheduled work days after the employee presented the matter to him.

Step 2. Should the aggrieved employee and the Union decide that the reply of the immediate supervisor is unsatisfactory, the Union's Grievance Committee shall within five (5) regularly scheduled work days of receipt of the immediate supervisor's answer in Step 1, submit the facts of the grievance in writing to the Employer Grievance Committee. Within ten (10) regularly scheduled working days after said grievance discussion, the Grievance Committee shall give its decision on the grievance to the Union in writing.

STEP 3. Should the aggrieved employee and the Union decide that the Employer Grievance Committee's decision is unsatisfactory, the Union may, within seven (7)

regularly scheduled work days after receiving the Grievance Committee's written decision, request arbitration by written notice to the Employer and said arbitration shall be conducted as follows:

(i) The parties shall promptly endeavor to agree in the selection of an arbitrator. If they have not agreed within seven (7) calendar days after the submission to arbitration, the Union representative shall, within the next thirty (30) calendar days, request the Federal Mediation and Conciliation Service to cause the selection of an arbitrator to be made in accordance with its Arbitration Rules then in effect.

(ii) The written grievance shall then be arbitrated by the arbitrator in accordance with such Arbitration Rules.

(iii) The jurisdiction of arbitration hereunder shall be limited to a grievance arising out of the interpretation or application of this agreement. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this agreement or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto, or to exercise any of their functions or responsibilities.

(iv) The decision of the arbitrator shall be final and binding on all parties.

(v) Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

- (b) The time limits set forth herein may be extended by mutual agreement in writing.

ARTICLE 10 **COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate, unless overtime was involved.

ARTICLE 11 **DISCHARGE AND DISCIPLINE**

- (a) Notice of Discharge or Discipline. The Employer agrees promptly, upon the discharge or discipline of an employee, to notify in writing the Steward and Chapter Chairperson in the district of the discharge or discipline.
- (b) The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Steward of the district, and the Employer will make available an area where he/she may do so before he/she is re-

quired to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or discipline with the employee and the Steward.

- (c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee, or the Steward consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Steward to the Management Grievance Committee within five (5) regularly scheduled working days of the discharge or discipline. The Grievance Committee will review the discharge or discipline and give its answer within ten (10) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to Step 3 of the grievance procedure.
- (d) Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously, nor impose discipline on an employee for falsification of his/her employment application after a period of three (3) years from his/her date of hire.
- (e) Any employee called to appear before the Board and/or the Manager in relation to his/her discharge or discipline shall be represented by the Steward of the employee's district.

ARTICLE 12
SENIORITY

- (a) New employees, excepting for temporary and seasonal employees, hired in the unit, shall be considered as probationary employees for the first ninety (90) days of their employment. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from his/her first day of employment. There shall be no seniority among probationary employees.
- (b) Seniority shall be on an Employer-wide basis, in accordance with the employee's last date of hire.
- (c) A seniority list shall be compiled by the Commission on January 1, and July 1 of each year, and copies of the same posted on bulletin boards provided for use of the Commission and its employees.
- (d) Seniority shall be terminated for any of the following reasons:
 - 1. Voluntary quit.
 - 2. He/she is discharged, and the discharge is not reversed through the procedure set forth in this Agreement.
 - 3. Being off the payroll of the Commission in excess of twelve (12) months, absence due to illness and authorized leaves of absence excepted.
- (e) Probationary employees shall be entitled to life insurance, Blue Cross - Blue Shield insurance, and retire-

ment benefits, but shall not accumulate vacation time, sick leave benefits and funeral benefits, provided that when a probationary employee reaches seniority status, such seniority shall be retroactive to the first day of employment; and sick leave and vacation time shall accrue from that date.

- (f) Shift preferences will be granted on the basis of seniority within each classification.
- (g) Temporary or seasonal employees shall be hired as such and shall not accumulate seniority; and the Employer may terminate said temporary or seasonal employee, and such action shall not be subject to the grievance procedure. The Commission shall notify the Union in writing through the check-off list as to whether or not an employee is seasonal or permanent. Temporary and seasonal employees may do the work that they have done in the past. Seasonal employees may work only during the months of April 1 through November 30 with a one hundred and eighty (180) day work limit.
- (h) Employees made available to the Commission by the County, State or Federal government, pursuant to the Youth Corp Program, Joint Partnership Training Act and similar programs may be used by the Employer to perform any hand labor, with or without hand tools, including brush and tree cutting, making of signs, mulching, culvert cleaning, and flagperson duty.

The Employer further agrees that no member of the bargaining unit shall lose any normal hours of work as a

result of said employees performing the above mentioned work.

Said employees shall not perform work for the Road Commission if it results in the lay-off of any member of the bargaining unit or reduces the bargaining unit.

- (i) Employees shall not be permitted to bump from shift to shift unless there is an opening or in the event of employees exercising their layoff and recall rights.
- (j) Employees who are transferred out of the unit and into another unit or into a management position shall accumulate seniority for up to one (1) year for purposes of job bidding but they may not exercise their bid rights while they are out of the unit; provided, however, the employee shall accumulate full seniority for all other purposes.

ARTICLE 13 **SUPPLEMENTAL AGREEMENTS**

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Employer and the Union. Any such supplemental agreements shall be approved or rejected by the Local Union membership within a period of ten (10) days following the conclusion of negotiations.

ARTICLE 14 **LAYOFF AND RECALL**

- (a) If it becomes necessary for a layoff, the following procedure will be mandatory.

Probationary, seasonal and temporary employees will be laid off first. Seniority employees will be laid off according to seniority, as defined in Article 12, Section (b). Seniority shall prevail as long as the employee can perform the work available.

- (b) For the purposes of layoff and recall, the local officers (Chapter Chairperson, Vice Chairperson, Chief Steward and Stewards) shall head the seniority list in order of the officers as stated above, and shall not be laid off as long as work is to be performed.
- (c) Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff. The Local Union Secretary shall receive a list from the Employer of the employees being laid off on the same date notices are issued to the employees.
- (d) Recall shall be in inverse order of layoff.
- (e) During the term of this Agreement only, with the exception of retirements, resignations or terminations, none of the work force will be laid off while snow removal contracting is in place or where work is being contracted out which the Commission has the equipment to do and normally performs said work with Commission employees.

ARTICLE 15 **PROMOTIONS AND TRANSFERS**

- (a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies

will be posted for a period of seven (7) work days, setting forth the minimum requirements for the position, in a conspicuous place in each building. Employees interested shall apply within the seven (7) work day posting period. The senior employee applying for the promotion, and who meets the minimum requirements shall be granted a six week trial period to determine:

1. His/her desire to remain on the job.
2. His/her ability to perform the job.

The trial period may be extended by mutual agreement by the parties for a period to be mutually agreed upon by the parties.

- (b) In the event the senior applicant is denied a trial period for the promotion, reasons for denial shall be given in writing to the employee's Steward within five (5) working days after such denial. In the event the senior applicant disagrees with the reasons for the denial, it shall be a proper subject for the grievance procedure. During the six (6) week trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer, with a copy to the Employee within five (5) working days after disqualification. The disqualification may then become a proper subject for the second step of the grievance procedure.

- (c) During the trial period, the employee will receive the rate of the job that he/she is performing.
- (d) An employee required to work in a higher classification shall be paid the rate of the classification for each day he/she so worked; provided he/she works at least eight (8) hours in said given classification in said day.
- (e) If and when operations or divisions, or fractions thereof, or equipment, are transferred from one location to another for a period of more than seven (7) calendar days, employees within the affected classification will be given the opportunity of transferring on the basis of seniority within the classification. Location exchange will be considered in such cases. This seven (7) day transfer period may be extended by mutual agreement of the Commission and the employee.
- (f) The Employer agrees that in any movement of work not covered above in (e), it will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.
- (g) In the event of a vacancy or a newly created position, employees shall be given the opportunity to transfer on the basis of seniority and qualifications. In such cases, all vacancies and newly created positions shall be posted in a conspicuous place in each building in the district at least seven (7) work days prior to filling of such vacancy or newly created position, and positions shall be filled in accordance with the procedure set forth in paragraph 15 (a) and (b) above.

- (h) Employees who have bid merely to transfer to another job within the same classification, shall be chosen in seniority order.
- (i) Permanent transfers to another classification of equal or lower pay: Employees who have bid to transfer to a different classification than the one they hold, who would receive the same or a lower rate if transferred, and who meet the requirements of the classification bid for, shall be chosen in seniority order.

ARTICLE 16
LEAVE FOR UNION BUSINESS

- (a) Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without loss of time or pay to attend such conferences and/or conventions. Such time will not exceed five (5) days per year in the aggregate for all members.
- (b) Leave of absence for a period not to exceed four (4) years nor less than ninety (90) days will be granted in writing, without loss of seniority, but without pay, for any employee serving in any elected or appointed Union position.

ARTICLE 17
SICK LEAVE - ABSENCE FROM WORK

- (a) Every seniority employee shall earn sick leave with pay of one day for each completed month of service, except

that no employee shall earn any sick leave during an approved leave of absence without pay. Sick leave may be accumulated throughout an employee's period of service. If, during sick leave, the employee shall draw Worker's Compensation, his/her sick leave pay shall be only in such amount which when added to the amount received by reasons of his/her Worker's Compensation, shall equal his/her total weekly pay if working forty (40) hours per week.

- (b) Sick leave benefits shall be allowed from the first day of illness.
- (c) An employee may utilize not to exceed six (6) days of sick leave time in any calendar year for business or personal purposes, provided that he/she shall give prior notice to his/her Supervisor of the days to be so used.
- (d) An employee may utilize sick leave time for absence due to illness or injury or exposure to contagious disease which might result in endangering the health of other employees.
- (e) All sick leave shall be substantiated by written evidence on a form provided by the Commission, which shall be signed by the employee. Falsification of such evidence may be cause for disciplinary action. The employee, shall, upon request of the Commission, submit a physician's statement substantiating his/her claim for sick leave if for three (3) or more work days. The Employer may challenge the physician's statement if the statement is incomplete.

- (f) In the event of a death in the immediate family of a seniority employee, the employee will be entitled to a three (3) day leave with pay at his/her regular rate, to attend the funeral and related matters. "Immediate family" as used in this subsection, shall be the employee's spouse, children, parents, brothers and sisters, parents-in-law, brothers-in-law, sisters-in-law, step parents, grandparents and grandchildren. If the death in the employee's immediate family is that of a spouse or child, the bereavement leave provided herein shall be for five (5) regularly scheduled working days with pay at the employee's regular rate.
- (g) Any employee having seniority status, as defined in Section 12, shall upon termination of his/her employment, for any reason other than by death, be paid for all his/her unused vacation time.
- (h) In the event of the death of an employee having seniority status as defined in Section 12, all unused vacation time and 50% of all accrued sick leave time shall be promptly paid to his/her surviving spouse, if any, within sixty (60) days from the date of his/her death and after said sixty (60) days such accrued sums shall be payable to his/her estate if a fiduciary of same shall not be liable for any sums payable under this paragraph.
- (i) The Commission shall cause a report of sick leave time used for each employee to be given at each pay period.
- (j) Sick leave and personal leave may only be taken at a minimum of two (2) hour increments.

ARTICLE 18
WORK DAY AND WORK WEEK

- (a) Except as agreed below in section (k) the regular full working day shall consist of eight (8) hours per day.
- (b) Except as agreed below in section (k), the regular work week shall consist of forty (40) hours of five (5) days, Monday through Friday, during daylight savings time, the morning starting time shall be 7:00 a.m. Eastern Daylight Time. During Standard Time periods, the starting time shall be 7:00 a.m. in the morning.
- (c) Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one day and/or forty (40) hours in a work week, except hours worked in a day up to ten (10) hours shall be paid straight time if a four-day ten hour per day, work week is established pursuant to paragraph (k) of this Article.
- (d) Employees reporting to work at their regular time shall be guaranteed a minimum of four (4) hours work with pay.
- (e) Where an employee is called in to work at a time other than the time he/she was previously scheduled to report, that employee shall receive a minimum of two (2) hours pay at the rate of time and one-half for such call-in work. Under such call-in, an employee will be allowed a reasonable amount of time to report to work following the call-in. Where the employee does not report to work within a reasonable amount of time after call-in, but does

report, he/she shall only be entitled to pay for actual time worked during the call-in. "Reasonable amount of time" shall include a consideration of the distance that must be traveled by the employee to get to work. However, call-in pay shall not apply to an employee asked to work an extension of his/her shift or if the employee, when asked to work, is already on Commission premises.

- (f) Employees called-in before their regular starting time, but who go home prior to the completion of their normal eight hour shift shall not be entitled to overtime pay unless they have completed eight (8) hours of work, unless permitted by their Foreman to go home early.
- (g) The foregoing call-in agreement does not apply to mechanics. Mechanics will be called in on an as needed basis by the District Foreman. Overtime call-in will be by seniority by classification in the District garages. Utility operators will be called in for work on heavy equipment only when all other operators are not available or are already working. Every employee in a garage will be called in prior to going to another garage for the call-in.
- (h) Employees on vacation will not be called from their last working day to their next first working day.
- (i) The sign crew on the sign truck will work out of the Lapeer garage. Barricades, etc. handled by hand from District garages will be called in by seniority only.
- (j) All Saturday work shall be paid for at one and one-half times the employee's regular rate of pay, and all Sun-

day work shall be paid for at twice the employee's regular rate of pay. Saturday work starts at Midnight Friday night and ceases at Midnight Saturday night. Sunday work starts at Midnight Saturday night and ceases at Midnight Sunday night.

- (k) The Commission, with representatives of the Union, may establish a four-day, ten hour per day, work week in any calendar year between the first week in April and October 31. The plan will operate for a minimum of thirty (30) days with either the Commission or the Union being able to terminate the plan upon fifteen (15) days written notice. If a four-day, ten hours per day, work week is established, the appropriate adjustments will be made as to sick leave accumulation, vacations and overtime provisions as may be necessary during the period said four-day, ten-hour per day work week is in operation in accordance with the past practice.

ARTICLE 19 **HOLIDAYS**

- (a) New Years Day, Good Friday, Memorial Day, the 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and/or either the day before or after Christmas Day, (depending on weather or emergency conditions) and the Employee's Elective Holiday are hereby declared to be holidays and employees shall be paid at their regular rate for such days, provided they shall have worked the last regular work day prior thereto or the first regular work day thereafter.

- (b) Should an employee be required to work on any such holiday, he/she shall be paid twice his/her hourly rate, in addition to his/her holiday pay.
- (c) Should any of these holidays fall upon Saturday, the preceding Friday will be considered to be the holiday. Should any of these holidays fall upon Sunday, Monday will be considered to be the holiday, if the employee worked the last regular work day prior thereto or the first regular work day thereafter.
- (d) In addition to the above holidays the Commission will provide, subject to the eligibility requirements of Paragraph 12 (a), a floating holiday which shall be either the day immediately before or the day immediately after July 4, at the sole discretion of the Commission.
- (e) The Employee's Elective Holiday as recognized in section (a) above offers the employee the option of taking as a holiday either the opening day of deer-hunting season (November 15) or the day after Labor Day (as nationally recognized). All employees are required to select one of these two days as their Elective Holiday and must notify the Commission in writing of their choice no later than the first Monday in June of each calendar year.
 - (1) No fewer than five employees shall be available to work on both of the Elective-Holiday dates, one employee of whom is qualified (i.e., experienced) to operate a grader, and all five of whom have obtained non-probationary status not later than the day after Labor Day. All newly hired employees who

are on probation between Labor Day and November 15 shall be required to take November 15 as their Elective Holiday for the first year of their employment. If by the foregoing voluntary election process the Commission does not have at least five non-probationary employees available to work on each of the alternate Elective Holiday dates, one non-probationary employee of whom is qualified to operate a grader, the lowest seniority non-probationary employee(s) will be required to work until the number of available non-probationary employees totals not less than five, one of whom is qualified to operate a grader. However, an employee required to work based upon this criteria in any given calendar year shall be exempt from consideration the following calendar year, in the event that fewer than five employees voluntarily elect to work an Elective Holiday date, with inverse seniority governing the selection process with respect to all other employees.

- (2) No additional benefits shall accrue to employees under the contract beyond those benefits now provided for other paid holidays, by virtue of the fact that one of the two Elective-Holiday dates may occur within an eight-hour day working schedule and the other Elective Holiday date occur within a ten-hour day working schedule.

ARTICLE 20
VACATIONS

- (a) An employee shall earn credits toward vacation with pay in accordance with the following schedule:

After 1 year through 3 years of service 40 hours vacation.

After 3 years through 7 years of service 80 hours vacation.

After 7 years through 15 years of service 120 hours vacation.

After 15 years of service 160 hours vacation provided that one week of such four-week vacation can only be taken between November 1 of any calendar year and the first day of April in the next calendar year.

- (b) Employees are entitled to accumulate not to exceed ten (10) days of their vacation time, such accumulated time must be taken during the period of November 1, to May 1, of each season. Dates for requested vacation time occurring between July 15 and October 15, of any calendar year shall be subject to the approval of the Superintendent or Manager. Holidays occurring during an employee's scheduled vacation period shall be paid for at the employee's regular rate on his/her next pay period date. The Superintendent or Manager shall, so far as practicable, give vacation time between those dates as shall accommodate the wishes of the employees.

- (c) Vacations may be taken in less than one day increments with a twenty four (24) hour advance notice. The Commission may limit the number of employees on vacation, based on seniority, at any one time or on any one day.
- (d) If a holiday occurs within the period of the employee's vacation, said holiday will be paid as such and the employee will not be paid for or charged with a vacation day for said paid holiday.

ARTICLE 21 **BULLETIN BOARDS**

Announcements, in addition to postings of the semi-annual seniority list, shall be posted in a conspicuous place where employees enter or leave the premises. The Commission, the Union, or any employee may use the bulletin board for notices of a routine nature, but no denunciatory or inflammatory written material shall be posted on such bulletin boards.

ARTICLE 22 **RATES FOR NEW JOBS**

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

ARTICLE 23
SAFETY AND ACCIDENTS

- (a) A safety committee of employees and the Employer representative is hereby established. This committee will include the Committeeman of each garage and shall meet at least once per month during the regular day-time working hours, for the purpose of making recommendations to the Employer.

- (b) The Employer will provide an "Unsafe Condition Report Form". Copies of this form, when filled out by any employee, shall be given to the immediate supervisor and the Manager.

- (c) Any employee involved in an accident shall immediately report said accident and any physical injury sustained. The employee, immediately after the accident, shall make out an accident report form in writing and shall turn in all available names and addresses of witnesses on any accident.

- (d) The Commission will furnish an accident report kit in each vehicle, to be used in filing reports hereunder.

- (e) It will be the responsibility of each employee to report to his/her supervisor any malfunction of equipment. The Employer shall remove or repair, at its option, any unsafe equipment.

ARTICLE 24
EMPLOYMENT BENEFIT PLANS

The Board will pay the premiums on the Life, Medical Care and Hospitalization Insurance for the protection of the employees, as follows:

- (a) Full premiums on life insurance in the amount of \$20,000.
- (b) The Employer agrees to pay the full premium for hospitalization, medical and drug coverage for the employee and his/her dependents, the plan to be Blue Cross/Blue Shield MVF-1 Preferred Group benefit (Certificate Riders: D45NM, FC, GLE-1, HCB-1, PAM, PCES, PCES-1, PLUS-15, SAT-2, SOT-PE, TRUST-15) with a drug rider with \$5.00 deductible provisions (Generic with DOCTOR APPROVAL), second opinion surgical-employee determination. With the mutual agreement of the Union, the Commission may use any insurance carrier or be self insured so long as it provides the benefits of the aforementioned policy. This coverage shall apply to all seniority employees.
- (c) Each employee at his/her option may elect to receive hospitalization, medical and drug coverage provided under the HMO plan, in lieu of Blue Cross/Blue Shield MVF-1 Preferred Provider Coverage, the full premium for coverage to be paid by the Employer at no additional cost to the Employer.

- (d) Employees who are covered by another plan and can establish such coverage who do not elect to take hospitalization-medical coverage offered by the Commission may, each year, at the time of the enrollment period, opt out from the Commission coverage and for that year receive a \$700.00 payment from the Commission. This \$700.00 payment will be paid for each year that the employee elects to opt out under this provision. Once an employee opts out for a given year, the employee will not be able to receive the Commission's hospitalization-medical coverage until after the employee properly enrolls for said benefit during the next enrollment period unless the employee loses eligibility for the alternate coverage, in which case, the employee shall return to the Commission pro rata the above described payment for the given year for each month that the employee is re-enrolled in the year of opt out because of lost eligibility.
- (e) Dental and Optical. The Commission will provide a dental/optical reimbursement program for permanent full-time employees, spouses, and dependent-children under nineteen (19) years of age as follows:
- (1) Employees may be reimbursed for dental and/or optical expenses incurred for themselves and family up to five hundred (\$500.00) dollars for the contract year, subject to submission of proof of billing and proof of payment for each expense.
 - (2) Reimbursement shall be made as follows:

- (a) Each contract year requests for reimbursements provided herein shall be submitted to the Commission business offices.
 - (b) Reimbursement shall be made by the Commission by the end of the month following the above made request.
- (3) Where both husband and wife are working for the Commission, each person may be reimbursed separately for dental and/or optical expenses; provided, however, that a spouse who claims a reimbursement may not also be claimed as a dependent for this purpose. In addition, expenses for dependent children may be claimed by either parent but both may not claim the same child for reimbursement purposes.

During the term of the agreement, a committee composed of two (2) members of the bargaining unit and two (2) members of management will investigate options to purchase optical and dental health care riders at a cost not to exceed the 1995 cost (as described in the Collective Bargaining Agreement between the parties). Any changes to health care will be implemented upon mutual agreement of the parties.

ARTICLE 25 **RETIREMENT**

- (a) Normal retirement age shall be sixty-five (65) years, provided that an employee may continue to work after he/

she has reached the full age of sixty-five (65) with the consent of the Board. Early retirement age shall be that under the age of sixty-five (65) years at which a retiring employee shall have qualified for and shall have been awarded Social Security benefits either because of age or disability or at such earlier age as is provided for under the Michigan Municipal Employees Retirement system.

- (b) The Board will maintain payments for Federal Old Age and Survivors' Insurance for all its employees.
- (c) The Board will maintain payments for Blue Cross and Blue Shield MVF-I Preferred Group Benefits (Certificate Riders: D45NM, FC, GLE-1, HCB-1, PAM, PCES, PCES-1, PLUS-15, SAT-2, SOT-PE, TRUST-15) with a drug rider with \$5.00 deductible provision. (Generic with DOCTOR APPROVAL), second opinion surgical-employee determination. With the mutual agreement of the Union, the Commission may use any insurance carrier or be self insured so long as it provides the benefit of the aforementioned policy, subject to the provisions of Article 24, Section B.
- (d) Upon his/her retirement each employee shall receive 100% of any accrued sick leave up to a maximum of 450 hours. There shall be no reimbursement for accrued sick leave in excess of 450 hours.
- (e) The Board will maintain payments for retirement income under the provisions of Act No. 135 of the Public Acts of 1945 as amended by Act No. 124 Public Acts of 1966,

on a participating basis for each employee as provided for "Plan B-I Member" as described in such Act.

- (f) The Employer shall post on each bulletin board a copy of the annual report received from the Michigan Municipal Employees Retirement System, showing each employee's accumulation in the fund.
- (g) The Employer shall maintain premiums of life insurance for retired employees in the amount of \$10,000.
- (h) Optical. Retirees may be reimbursed for optical expenses incurred for themselves and their spouses in the amount of up to one hundred ten dollars (\$110.00) each, every two years, in accordance with the following schedule, subject to submission of proof of billing and proof of payment for such expenses.

Exam	\$35.00
Frame	\$35.00
Blended progressive	\$70.00
Contact lenses	\$75.00
Single lens	\$40.00
Bifocal	\$60.00
Trifocal	\$70.00

- (i) Only the provisions as set forth in this section shall apply to retirees. There shall be no other benefits provided retirees as set forth in this Article 25. This provision does not apply to employees who retire prior to the effective date of this contract; it applies only to employees who retire on or after the execution date of this Agreement.

ARTICLE 26
WORK PERFORMED BY SUPERVISORS

No supervisory employee, excluded from the terms of this Agreement, shall perform the work of any employee or employees covered by this Agreement, except for the purpose of instruction or in an emergency; provided, however, that this paragraph shall not apply to any so-called "working foreman" whose duties have been established by custom heretofore followed. The provisions of this Article shall apply to any employee temporarily acting in a supervisory capacity.

ARTICLE 27
JOB CLASSIFICATION AND WAGES

- (a) Until further notice, the Commission makes the following job classifications and will pay the basic hourly rates set opposite each such classification and shall, from time to time, establish such other classifications and rates therefore as it may, in its judgment, deem necessary for proper operation, in accordance with this agreement.

	<u>Start</u>	<u>90 Days</u>	<u>1 Year</u>
Laborers	\$7.64	60%	Full
Truck Operators	8.74		
Custodian and Utility	8.20	of	Pay
Heavy Equipment Operator	9.02		
Utility Operator	9.02	Top	Scale

	May 1, <u>1995</u>	May 1, <u>1996</u>	May 1, <u>1997*</u>
Laborers	\$13.29	\$13.69	\$13.95*
Truck Operators	13.43	13.83	14.09*
Custodian and Utility	13.43	13.83	14.09*
Heavy Equipment Operator	13.60	14.00	14.26*
Utility Operator	13.73	14.13	14.39*

*A minimum of twenty-six (26) cents added to base wage rate. This amount shall be adjusted, based on the cost of living, to a maximum of forty (40) cents per hour. This calculation will be made by the finance department of the Lapeer County Road Commission using the consumer price index for the average of the year preceding the increase. The calculation will encompass the year March 1, 1996 through March 1, 1997 in order to be calculated and implemented on May 1, 1997. This calculation shall be based upon truck driver's wages and it shall be assumed by the parties that twenty-six (26) cents is equal to 2% for the basis of calculation.

As a result of the combination of various classifications, it is hereby understood and agreed that each employee in a given classification listed above shall receive proper training, if needed, to perform all the duties required in their given classification. It is specifically understood and agreed that should any individual holding the classification of Maintenance Grader Operator at the conclusion of the parties' May 1, 1986 - April 30, 1989 Collective Bargaining Agreement, choose not to be reclassified as a Heavy Equipment Operator and be trained in all new

areas of that newly formed classification, said employee(s) will be allowed to retain the Maintenance Grader Operator title and duties during their tenure as an employee with the Road Commission and shall be paid at the rate of the Truck Driver classification. Should said employee(s) successfully bid for a job in a different classification at any time hereafter, said employee shall not be entitled to return to the duties of the non-existent Maintenance Grader Operator classification at any time thereafter except as provided in Article 15(b).

The Commission reserves the right to determine, in its sole discretion, the number of Utility Operators, if any.

The Commission reserves the right to assign night patrol work in the best interest of the Commission outside of the bargaining unit. However, if overtime is restored on a regular schedule, then night patrol work will be returned to the Local 1071 bargaining unit.

- (b) Mechanics. The following classifications shall receive the following rates of pay:

	<u>Start</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>
Apprentice Mechanic	\$7.64	\$8.21	\$8.77	\$9.33
	<u>May 1,</u> <u>1995</u>	<u>May 1,</u> <u>1996</u>	<u>May 1,</u> <u>1997</u>	
Mechanic	\$13.91	\$14.31	\$14.57*	

Mechanic/Welder	13.91	14.31	14.57*
Master Mechanic	14.85	15.25	15.51*

*A minimum of twenty-six (26) cents added to base wage rate. This amount shall be adjusted, based on the cost of living, to a maximum of forty (40) cents per hour. This calculation will be made by the finance department of the Lapeer County Road Commission using the consumer price index for the average of the year preceding the increase. The calculation will encompass the year March 1, 1996 through March 1, 1997 in order to be calculated and implemented on May 1, 1997. This calculation shall be based upon truck driver's wages and it shall be assumed by the parties that twenty-six (26) cents is equal to 2% for the basis of calculation.

The purpose of this section is to establish among other things an apprentice program. An apprentice mechanic may be hired by Commission at any one of the salary steps set forth above based upon the Commission's sole determination of the individual's knowledge, ability and experience. Subsequent step increases will be based upon criteria as established by a committee consisting of two persons appointed by the Union and two persons appointed by the Commission. Apprentice mechanics may not bid for mechanic openings except upon completion of a three year apprentice program, with time credit being given if the apprentice mechanic was hired in at a rate higher than the starting rate. The Commission reserves the right to limit the number of and the hiring of apprentice mechanics.

Apprentice mechanics, upon completing the apprentice program, as well as any bargaining unit person who has had equivalent experience as an apprentice mechanic may bid for any vacant mechanic's position. The bid will be awarded based on ability and seniority and in conformity with Article 15, Sections A, B, and C hereof.

The criteria for the "Master Mechanic" classification will be established by the above-mentioned committee. In addition to the criteria established by the committee, there will be an additional factor of compatibility. This compatibility factor will be determined solely by the Road Commission, and will not be subject to challenge in the grievance procedures.

The creation of the master mechanic position shall not obligate the Commission to appoint any person to this classification. A master mechanic position, in any event, will not be subject to bid, but only by appointment of the Commission. The determination of the number of positions, if any, and any vacancies in said position will be within the sole determination of the Commission.

Current employees who are either in or bid into the mechanic classification and qualify for same shall not have the right to bid out of said classification pursuant to the provisions of Article 15 until the employee has been in the said mechanic classification for at least one (1) calendar year, provided however, if a current employee who is in or bids into the mechanic classification receives a training program, then for each training program the employee receives commits the employee to an addi-

tional year beyond the initial year in which he/she will be required to stay in the mechanic classification before being able to exercise the right to bid out of said classification. Employees who were not employed at the time this Agreement became effective (May 1, 1989) who are either hired into or bid into the mechanic classification, shall not have the right to bid out of said classification pursuant to the provisions of Article 15 until said employee has been in said mechanic classification for three (3) calendar years, provided however, if during the time the employee is in the mechanic classification the employee receives a training program, for each training program received the employee will be obligated to continue remaining in the mechanic classification before being permitted to bid out of same for an additional year beyond the initial three (3) year requirement.

- (c) Mechanics required to work in and around the garage shall be furnished uniforms (three changes weekly) and shall be furnished coveralls for use on outside service calls. Employees working on a tar wagon crew (except truck drivers) and handling liquid asphalt or tar, shall be paid a minimum of five (5) cents per hour more than the scheduled pay for a laborer; provided that an employee, whose scheduled rate of pay shall be equal to or greater than five (5) cents per hour more than the scheduled rate for laborers, shall receive no increase in pay by reason of handling liquid asphalt or tar and shall be furnished protective clothing, including one pair of footwear. Gravel plant laborer shall be furnished coveralls.

- (d) Employees required to work on fences and trees shall be provided with suitable work gloves to be used in the performance of their duties. However, after the first pair has been furnished, an employee must turn in a worn-out pair of gloves in order to secure a new replacement, and in the event he/she cannot furnish a worn-out pair, by reasons of loss or otherwise, it will be necessary for him to purchase a pair of gloves from the Commission at its cost. All employees shall be furnished two pairs of gloves by the Commission per contract year.

- (e) It is understood that an employee assigned to a piece of equipment in the semi, tandem and blade truck classification will run said equipment, if at all possible, when said equipment is operated by the Commission. When said equipment is not operated by the Commission, the Commission reserves the right to assign the employee to other equipment.

- (f) The Commission will provide, in each garage, three (3) coveralls to be worn by employees, as needed, in connection with the maintenance of heavy equipment. The coveralls will be cleaned as needed. No particular employee will be assigned a coverall but the coveralls will be available to be used on a community basis.

ARTICLE 28
NO STRIKES

There shall be no strikes, slow-downs or work stoppages during the term of this contract.

ARTICLE 29
JURY DUTY

- (a) Any seniority employee who is called to and reports for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work for the Employer and does not work, an amount equal to the difference between (i) the employee's regular straight-time hourly rate, exclusive of overtime and other premiums for the number of hours up to eight (8) that he/she otherwise would have been scheduled to work and (ii) the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses).
- (b) Employees must return to work when not required to be present for jury duty during regularly scheduled working hours.
- (c) In order to receive payment under this Section, an employee must give the Employer prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he/she claims such payment. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.
- (d) Employees who have worked the night when called for jury duty during the day shall, at the sole option of the Commission, be permitted to work the night shift after serving jury duty. In the event the Commission elects

not to permit the employee to so work, the employee shall only receive jury duty pay in accordance with subsections (a), (b) and (c) of this Article.

ARTICLE 30

MISCELLANEOUS PROVISIONS

- (a) Military Service. Any employee having seniority status, as defined in Section 12, entering the Army, Navy, Air Force or Marine Corps on active duty, shall, upon his/her return from such service, be entitled to reinstatement to his/her job with pay at the prevailing rate at the time of return. He/She shall suffer no loss of seniority for periods of military duty or for periods of military reserve training.

- (b) Should any provision of this Agreement be found to be in violation of any Federal or State Law by a Court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

- (c) Neither the Commission nor the Union shall discriminate against any person because of race, creed or color. No employee shall in any manner attempt to coerce another employee to join any organization of employees, and no employee shall deride or abuse any other employee because of non-membership in any organization of employees.

- (d) Leave of Absence. Leave of absence shall be granted upon agreement between the Union representatives and

the Commission for periods of time satisfactory to both parties.

- (e) Access to Premises. The Commission will permit Union representatives to enter the premises for individual discussion of working conditions with employees where the third step of the grievance procedure has been reached, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.
- (f) Paycheck stubs to include straight hours worked and overtime hours worked, and any shortage of \$10.00 or more in checks to be made up as soon as amount is verified other wise to be made up on next pay period check.
- (g) Shift premium. Employees who work the second or third shift shall receive, in addition to their regular pay for the period, fifteen cents (.15) per hour additional compensation.
- (h) Rules of Conduct. The Commission may, from time to time, post rules of conduct for employees and disciplinary measures for infractions thereof.
- (i) District personnel may erect temporary construction signs.
- (j) The Commission will pay the fees for all required Commercial Driver Licenses and employees will pay for the

cost of required physical exams, including the cost of any related testing, that health care insurance does not cover.

ARTICLE 31
DRUG AND ALCOHOL POLICY

The Omnibus Transportation Employee Testing Act of 1991, which requires Drug and Alcohol Testing for Commercial Drivers License (CDL) employees and the Drug Free Workplace Act of 1988 are hereby incorporated by reference into this Collective Bargaining Agreement. Employees shall comply with all of the terms and conditions of said Acts.

1. The Employer will be responsible for the costs incurred in conjunction with alcohol breath testing and reporting.
2. The Employer will be responsible for the costs incurred in conjunction with screening and confirmation testing of urine and/or blood for drug analysis.
3. A tested employee making a timely request for a "split sample" shall be responsible for all costs associated with the testing of the "split sample."

4. An employee who is awaiting the results of a random test will not be excluded because of such random test from overtime assignments or from performing safety-sensitive functions.
5. An employee who undergoes reasonable suspicion testing will be suspended from performing safety-sensitive functions. The Employer, in its sole discretion, may assign the employee to non safety-sensitive work while awaiting test results.
6. An employee who undergoes reasonable suspicion testing may request a Union representative accompany him to the testing facility. Such right of representation applies only if a Union representative is readily available. The Union representative shall not interfere with or otherwise direct the testing procedure.
7. An employee has the right to use accrued paid leave while waiting for the results of a reasonable suspicion test or "split sample" test. If the results of such

test(s) is negative, such paid leave will be restored to the employee.

8. In addition to the penalties mandated by the Department of Transportation, if an employee refuses to submit to a test or tests positive for illegal drugs, and/or controlled substances or is under the influence (.04% or above) of alcohol, the following are disciplinary steps that shall be taken:

First Offense

Five (5) days suspension without pay

Second Offense

Thirty (30) days suspension without pay

Third Offense

Discharge.

Employees must meet all requirements as set forth by the Substance Abuse Professional. Penalties imposed for rule violations, other than this Drug and Alcohol Policy, will not be used to advance the penalties provided for by the Drug and Alcohol Policy. Provided, however, that a violation of the drug and alcohol policy may be used to support more severe discipline, up to and including discharge, for violations of other work rules.

ARTICLE 32
TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect from May 1, 1995 through April 30, 1998.

- (a) If either party desires to terminate this Agreement at its conclusion, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

- (b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of the desire to amend. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

- (c) Notice of Termination or Modification. Notice shall be given in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to the Chapter Chairperson, and if to the Employer, addressed to the Lapeer County Road Commission, Lapeer, Michigan, or to any

such address as the Union or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR LOCAL 1071, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO

THE BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LAPEER

Chapter Chairperson,
Local No. 1071

Chairperson

Vice President,
Local No. 1071

Vice Chairperson

Bargaining Committee
Member

Member

Bargaining Committee
Member

LETTER OF UNDERSTANDING

It is agreed that in settlement of a grievance protesting the assignment of the IT-18 loader in North Branch on an overtime basis, the parties agree as follows:

During the winter months when the Commission uses the IT-18 loader, the assignment shall be made to the backhoe operator. After the winter snow removal season ends and during the period that the parties consider the non-winter period, the assignment shall be made to high seniority, heavy equipment operator. This agreement applies to the assignment in North Branch of the loader known as IT-18 and is limited to North Branch and only to overtime situations.

LOCAL 1071

By _____

LAPEER COUNTY ROAD COMMISSION

By _____

LETTER OF UNDERSTANDING

The Commission reaffirms its work rule as to lost time, namely that the employer may approve the use of lost time if the employee requesting the lost time has prior authorization from the employer and only if the employee has sick time and vacation time available.

LOCAL 1071

LAPEER COUNTY
ROAD COMMISSION

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING

It is agreed, among the North Branch Garage employees, including Stephen Schlaud, that Steve will be last on the call-in list for overtime as long as he/she is on the gravel train in the North Branch District.

LOCAL 1071

LAPEER COUNTY ROAD
COMMISSION

Stanley Hampton
President, Local 1071

Dan Toy
Superintendent

Stephen Schlaud

Letter of Agreement
between
Lapeer County Road Commission
and
AFSCME Local 1071

The following is agreed between the parties:

The driver of the vee bottom trailers ("pups") will receive utility operator wages based on the trailer hours when actually hauling.

All letters of understanding will be negotiated or incorporated into the following contract along with any language clarifications to clarify each party's position. Any letters of understanding or clarifications not so included will no longer be in effect.

Dated: _____

