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3/31/99

AGREEMENT

BETWEEN

**BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE**

AND

**MONROE COUNTY ROAD COMMISSION
EMPLOYEES ASSOCIATION
UNIT I**

Monroe County Road Commission

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AGREEMENT

This Agreement, made and entered into this 1st day of April, 1995 by and between the Board of County Road Commissioners of the County of Monroe, Michigan, hereafter referred to as the Employer, and the Monroe County Road Commission Employees Association Unit II hereinafter referred to as the Association.

PURPOSE AND INTENT

The purpose of this Agreement is to set forth terms and conditions of employment, to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Association. To these ends, the Employer and the Association encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among employees.

ARTICLE 1 - RECOGNITION

The Employer recognizes and acknowledges that the Association is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement, in all matters regarding wages, hours of work and all other conditions of employment, and listed in the attached Schedule "A", but excluding administrative assistant, clerk secretary/office manager, commissioners, superintendent of maintenance, county highway engineer, director, temporary, casual, part-time and all other employees.

ARTICLE 2 - EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by the Agreement, or any agreement or contract with the said employees, individually or collectively, which in any way effects wages, hours or working conditions of the employees, or any individual employee in the Units covered by this Agreement.

ARTICLE 3 - CAPTIONS

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

ARTICLE 4 - GENDER

Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1. The Monroe County Road Commission Employees Association and the bargaining unit recognize and agree that the Employer is charged with certain powers, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated. Nothing contained herein, either expressed or implied, shall abridge, abrogate or usurp such rights or duties of the Employer.

It is agreed that other rights and responsibilities of the Employer, including those delegated to the Director by the Employer, are hereby recognized.

Section 2. Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the right to manage and operate the Road Commission in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to 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 location; to direct and control operations; to establish reasonable work rules; to study and use improved methods and equipment; to manage its affairs efficiently and economically, to determine the quantity

and quality of service to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any service, 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 purchase any or all work or the construction of any new facilities or the improvement of existing facilities, to determine the size of the work force and increase or decrease its size; to determine the lunch, rest period, clean-up time, the starting and quitting time and the number of hours to be worked, to establish work schedules; to establish penalties for violations of work rules; to make judgements as to ability and skill and in all respects to carry out the ordinary and customary function of management except as specifically provided in this agreement.

ARTICLE 6 - AGENCY SHOP AND DUES

Section 1. The employer recognizes and acknowledges that the Association is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this agreement and listed in the attached Schedule "A".

Section 2. Membership in the Association is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on or discriminate against an employee regarding such matters.

- (a) Membership in the Association is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. The terms of this agreement have been made for all employees in the bargaining unit and not only for members of the Association, and this Agreement has been executed by the Employer after it has satisfied itself that the Association is

the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

- (b) In accordance with the policy set forth under paragraphs (1) and (2) of this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Association, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Association. For the present regular employed, such payments shall commence thirty-one (31) days following the date of employment.
- (c) If any provision of this Article is invalid under Federal Law or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

Section 3. The Employer agrees to deduct from the pay of each employee all dues and initiation fees from Association members and dues only from non-members of the Monroe County Road Commission Employees Association, and pay such amount deducted to said Monroe County Road Commission Employees Association, for each and every employee, provided however, that the Association presents to the Employer authorizations signed by such employee, allowing such deductions and payments to the Association.

ARTICLE 7 - SAVE HARMLESS

In the event the Employer, acting on the request of the Association, discharges

or attempts to discharge an employee at the Association's request, the Association shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the employer for the purpose of complying with provisions of this Agreement.

ARTICLE 8 - NO STRIKES

- (a) The Employer will not lock out employees during the term of this Agreement.
- (b) The parties of this agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare.
- (c) Under no circumstances will the bargaining unit cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slowdown of work or restriction of production or interference with the operations of the Employer, or any picketing or patrolling during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the Employer shall not be required to negotiate on the merits of the dispute that give rise to the stoppage or curtailment until same has ceased.
- (d) In the event of a work stoppage, picketing, patrolling or any other curtailment, by the bargaining unit or the employees covered hereunder during the term of this Agreement, the bargaining unit, by its officers, agents, and shift representative shall immediately declare such work stoppage, picketing, patrolling or other curtailment to be illegal and unauthorized in writing to the employees and other said employees, in writing, to stop the said conduct and resume full work. Copies of such

written notices shall be served upon the Board to remedy such situation by immediately giving written notice to the Board and the involved declaring the said conduct unlawful and directing the employees to return to work. The Employer shall have the right to discharge any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

- (e) An employee in violation of this Article will have no recourse through the Grievance of Arbitration procedure.
- (f) The bargaining unit and the Association further agree that they shall not use the service of outside persons to perform picket duties against the employer.
- (g) It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a strike, if the employee is in fear for his safety or well being.

ARTICLE 9 - SAVINGS CLAUSE

If any Article or Section of this contract or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request

of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint.

ARTICLE 10 - SENIORITY

Section 1. Commission-wide seniority is defined as the length of an employee's continuous employment, since his last hiring date, without interruption or break in service.

Section 2. Classification seniority is defined as the length of service in a particular job classification.

Section 3. Association seniority is defined as the length of time an employee has been an employee and member of the Association.

Section 4. Probationary Period. Employees will be considered as probationary employees for the for the first one hundred eighty (180) calendar days after date of hire or reclassification. The probationary period shall be extended by as amount of time equal to any absences of the employee during the probationary period. After completion of the probationary period or any extension thereof, they will be considered as a regular employee and will be placed on the commission-wide seniority list as of date of hire. There shall be no seniority among probationary employees and they may be discharged or laid off in any order without recourse to the Grievance Procedure. There shall be no obligation to recall laid-off probationary employees.

Benefits for otherwise eligible new hire employees will become effective when they attain seniority.

Section 5. Temporary Employees: "Temporary Employees" are those who are hired on a temporary basis not to exceed twenty-six (26) weeks in any calendar year. Temporary employees are not represented by the Association. There shall be no seniority among temporary employees.

Section 6. Layoff and Recall: When it becomes necessary to layoff employees, the following procedure shall be followed:

Temporary employees doing bargaining unit work shall be laid off first; then probationary employees in the bargaining unit in the affected classification shall be laid off. Then remaining employees in the affected classification seniority, with the least senior employees to be laid off first, providing the remaining employees can perform the work available.

Employees that are laid off may displace in other classifications with less Association seniority provided they are qualified to perform the work.

Recall shall be by inverse order of the layoff, provided the recalled employees can perform the work available.

An employee laid off shall be entitled to two-thirds of his sick pay in the event his seniority is lost pursuant to Section 7 (e) of this Article; the employee shall be paid such at the time of loss of seniority; this provision shall not be retroactive to employees who are laid off before June 30, 1984.

Section 7. Loss of Seniority: An employee shall lose his seniority and be terminated as an employee if:

- (a) He quits.
- (b) He is discharged for just cause.
- (c) He is convicted of a felony.
- (d) He is imprisoned for more than ninety (90) calendar days after conviction.
- (e) His layoff exceeds eighteen (18) months for employees with less than eighteen (18) months seniority; his layoff exceeds three (3) years for employees from eighteen (18) months to five (5) years for employees with more than five (5) years seniority.

- (f) He retires under the pension plan of the Monroe County Road Commission.
- (g) He fails to return to work from layoff within three (3) business days after receipt of a certified mail notice of recall to the employee's last known address. It is the employee's obligation to keep the Employer advised of a proper mailing address. If a recalled employee is employed elsewhere at the date of recall, he will be allowed to report for work no later than ten (10) working days following receipt of the notice of recall. Any recalled employee must notify the employer of his acceptance of recall within three (3) business days following receipt of the notice of recall.
- (h) He fails to return to work within three (3) working days after the scheduled expiration of a leave of absence.
- (i) He is absent for three (3) consecutive working days without notifying the Employer.
- (j) He is on a medical leave of absence and is unable to return to normal duties due to injury or illness, for a period of one (1) year if not work related or eighteen (18) months if work related.

Section 8. Promotion Outside of Unit.

- (a) An employee who is in the Unit and is transferred to a position with the Employer not included in the unit will accumulate up to a maximum of one additional year of bargaining unit seniority which time may be applied for upon re-entry into the bargaining unit. An employee transferred into the bargaining unit who was not originally in the unit shall have seniority from the last date of hire for everything under this Agreement except for seniority for promotions, job transfer, layoff and recall, which shall be as of the date the employee is transferred into the unit.

(b) Any employee who is promoted into a non-bargaining unit position may voluntarily, within the first sixty (60) calendar days following said promotion notify the Employer in writing of his desire to transfer back to the position he held immediately prior to the promotion, said employee will be permitted to return to said position provided there is a position available.

If an employee is promoted outside the bargaining unit and is determined by the Employer to be unsatisfactorily performing in the new position, the Employer reserves the right to transfer such employee back to his former position. The Employer is not required to provide the employee with a sixty (60) day notice in the event of such a transfer; however, if the transfer back to the former position is unsatisfactory to the employee, such transfer will be a proper subject for the grievance procedure. Any employee promoted outside the bargaining unit who is returned to his former position within the first four (4) weeks following promotion shall not be entitled to file a grievance over said transfer.

ARTICLE 11 - PROMOTIONS AND DEMOTIONS

Section 1. The Association recognizes that promotions are at the Employer's discretion.

Section 2. The Association recognizes that involuntary demotions are at the Employer's discretion; however, the demotions are subject to the Grievance Procedure.

Section 3. With respect to vacancies occurring in any of the job classifications covered by this Agreement, all such vacancies will be filled within sixty (60) days of their occurrence, unless the Employer intends not to fill the vacancy. In that event, the Employer shall, within sixty (60) days of the occurrence of the vacancy, direct a letter to the Association indicating its intention not to fill the vacancy.

ARTICLE 12 - WAGES, HOURS AND OVERTIME

Section 1. Attached hereto and made a part hereof and marked Schedule "A" is a schedule showing classifications and wage rates of employees covered by this Agreement. Payday shall be on alternating Fridays, commencing with the pay check for the first payroll period beginning on or after the date of execution of this Agreement.

Section 2. Hours: Regular work shall be scheduled sometime between the hours of 6:30 a.m. and 5:00 p.m. Eastern Standard Time or Eastern Daylight Savings Time, whichever is in effect in Monroe County, provided, however, the Employer shall have the right to amend the regular hours of work upon five (5) working days notice to the Association. Employees who, by the nature of their work, normally are scheduled for different periods of time will not be subjected to aforementioned starting and quitting times.

Section 3. Shift Premium: Employees will receive a shift premium of seven percent (7%) between the hours of 7:00 p.m. and 7:00 a.m. for snow removal work only.

- (a) The regular work day shall be the twenty-four (24) hour period commencing at 6:30 a.m. prevailing time; however, the starting and quitting times of each shift shall be established by the Employer as required to meet operating schedules.
- (b) The regular work week will normally commence at 6:30 a.m. on Monday and, except in case of emergency or necessity, will normally be scheduled for five (5) days, Monday through Friday. No employee will be sent home during the week for the purpose of avoiding overtime. Work scheduled for Saturday or Sunday or on call-ins shall be governed by other provisions of this Article.
- (c) Forty (40) hours will be considered a normal work week for overtime computation purposes.

- (d) This Section shall not be construed as and is not a guarantee of any number of hours of work per day or per week, or pay per day or pay per week.

- (e) The Employer may change the regular work week to a four (4) day, 10 hour work week for such period of time as the Employer deems appropriate.

Section 4. Lunch and Rest Periods: The lunch period shall be taken from the hour of 12:00 noon to 1:00 p.m. of each regular day, and the rest period, not exceeding fifteen (15) minutes shall be taken from 9:00 a.m. to 9:15 a.m., unless otherwise authorized by the Executive Director. In order to meet emergency situations or jobs that may require continuous operation, e.g., wedging, paving, etc., employees may be required to work during their rest and lunch periods, and to the extent possible, appropriate adjustments will be made in the normally scheduled working hours for that day. All Association members shall be allowed a one (1) hour lunch period, with one-half (1/2) hour of the lunch period to be considered as a part of the regular eight (8) hour work day:

Section 5. Overtime: Employees who are required to work during overtime hours shall be compensated as follows:

- (a) For hours in excess of forty (40) in any work week - time and one-half (1-1/2).

- (b) For hours in excess of eight (8) in any work day - time and one-half (1-1/2).

- (c) For hours worked on Sunday or any of the holidays listed herein - time and one-half (1-1/2).

- (d) For all hours worked on Saturdays - time and one-half (1-1/2) providing the employee has not lost scheduled time of his own violation during the preceding five (5) days, except when on approved leave.

- (e) In computing overtime, no hour of work shall be included with respect to which premium payment has been computed on a daily basis.

- (f) Employees shall be required to respond to emergency call-outs or emergency overtime work as required by the Road Commission. Any employee who fails to respond to emergency call-outs or emergency overtime work, without justifiable reason, shall be subject to disciplinary action in accordance with the work rules.

The Association agrees to impress upon its members the urgency for their availability and prompt response in the event of snow emergencies.

Overtime scheduled under this subsection shall not be deemed a violation of the overtime provisions of this Agreement when such scheduling is not done on the basis of seniority. Due to the nature of the work administered by the Employer and the

importance of the work for the health and welfare of the public, it is acknowledged that employees of the Road Commission will make themselves available for such emergency work when such work appears imminent.

Section 6. Call-in Pay: Employees shall be paid Call-In Pay of four (4) hours, at applicable rate providing:

- (a) A call-in occurs either after or before, and not continuous with, his regular working hours.
- (b) This Section shall not apply when work performed on a call-in immediately follows, or runs into, the employee's regular hours of work.

Section 7. Standby Time for Foreman: A schedule for weekend standby call shall be established by the County Highway Superintendent and Supervisors, subject to final approval by the Director. Employees on standby shall be required to be available and carry a pager supplied by the Monroe County Road Commission.

Compensatory time, as selected by the Supervisor shall be as follows:

- (a) If a supervisor is on standby on a two (2) day weekend and he is called out one or more times, he would receive his regular call out pay but no compensatory time off. If he is not called out either day, he would receive one compensatory day off the following weekend.
- (b) If a supervisor is on standby on a three (3) day holiday weekend and he is called out one or more times during the three day period, he would not receive any compensatory time off. If he is not called out at all over the three (3) day period, he would receive one (1) compensatory day off the following week.
- (c) If a supervisor is a standby on a four (4) day holiday weekend and

he is called out one or more times during the four day period, he would not receive any compensatory time off. If he is not called out at all over the four (4) day period, he would receive one (1) compensatory day off the following week.

- (d) If a supervisor is on standby on a five (5) day holiday weekend and he is called out just one time, or not at all, he would receive one compensatory day off the following week. However, if he is called out twice over the five (5) day period, he would not receive any compensatory time off.

ARTICLE 13 - TEMPORARY TRANSFERS

Section 1. Employees may be transferred on a temporary basis to other work as need arises.

Section 2. Inability to perform a work assignment due to claimed physical disabilities must be attested to by a physician's statement filed in accordance with provisions of Article 21, Section 1.

Section 3. For training purposes, an employee may be assigned, on a voluntary basis, to any classification or work for a period not to exceed thirty (30) working days irrespective of any seniority provisions of this Agreement. Employees will be paid at their regular classified rate during such training.

ARTICLE 14 - CONTINUING EDUCATION

The Association members recognize that seminars and training programs may be required to promote efficiency and job skills in their respective classifications and that they may be required to attend such programs. All such training and travel arrangements or expenses will be subject to review and approval of the Director prior to

any attendance. The employees shall be reimbursed for preapproved costs in travel and expense while attending authorized seminars and/or training programs and shall submit a detailed expense reimbursement request.

ARTICLE 15 - MILITARY SERVICE

Employees who return from military service shall be re-employed in accordance with the provisions of the applicable State and Federal Laws and Statutes.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

Section 1. The right to discharge, suspend or discipline employees for just cause shall remain at the sole discretion of the Employer. discharge, suspension or discipline will be by written notice to the employee and the Association within thirty (30) calendar days of the Employer's knowledge of the infraction. The Employer shall cite specific charges against the employee.

Section 2. The discharged or suspended or disciplined employee will be allowed to discuss the discharge, suspension, or discipline with his representative and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer, or its designated representative, will discuss the discharge, suspension or discipline with the employee and the President or designated representative of the bargaining unit.

Section 3. Should the discharged, suspended, or disciplined employee and the Association consider the discharge, suspension, or discipline to be improper, a grievance may be presented in writing through the bargaining unit to the Employer.

ARTICLE 17 - GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance: A grievance is defined as a claim reasonably and logically founded on a violation of the express provisions of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated, and it shall adequately set forth the facts pertaining to the alleged violation and be signed by the employee and Association representative. It is mutually agreed that all grievances arising under and during the term of this agreement shall be settled in accordance with the procedure herein provided.

Every effort shall be made to adjust controversies on disagreements in an amicable manner between the Employer and the Association.

In any instance where there is a meeting held with an employee to determine the assessment of discipline to be given an employee or when discipline is anticipated by the Employer, the employee shall have the right to have an Association representative present.

Section 2. Should any grievance arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

STEP 1. The aggrieved employee and/or Association representative shall meet with the immediate supervisor and discuss the situation which gave rise to the grievance within five (5) working days of the date of the occurrence.

STEP 2. In the event the grievance is not resolved at Step 1 and the aggrieved employee and/or Association wants to carry the grievance further, it will be reduced to writing setting forth the facts and alleged contractual violation and must be presented to the employee's department head within five (5) working days of the immediate supervisor's response in Step 1. The department head will answer the grievance in writing within five (5) working days of its receipt and deliver a copy of the answer to the Association representative.

Step 3. If not satisfactorily resolved in Step 2, the Association may file a

written grievance with the Director within five (5) working days of the answer in Step 2. The Director shall answer the grievance in writing within five (5) working days of its receipt and deliver a copy of the answer to the Association representative.

Step 4. In the event the grievance is not resolved by the Director to the satisfaction of the Association, then both parties, upon mutual written agreement within ten (10) working days of the date of the Director's answer, may request the Michigan Employment Relations Commission to mediate the matter.

Step 5. If the grievance is not resolved in Step 4, if utilized, or in Step 3 if Step 4 is by-passed, the Association may then proceed to arbitration by filing a request for arbitration with the Federal Mediation and conciliation Service, provided that a copy of the notice must be delivered to the Director within fifteen (15) working days of the answer in the last step of the grievance procedure.

Section 3. All grievances must be presented and processed as provided in this Article and within the time limits prescribed in order to be valid. Time limits may only be extended by mutual written agreement of the Association and the Employer. In the event that the Employer fails to provide an answer at any step, the grievance may advance to the next Step of the grievance procedure, the time to run from the last day that the answer of the Employer was due.

ARTICLE 18 - ARBITRATION

Section 1. The arbitrator's decision rendered in accordance with this Agreement shall be final and binding on all parties.

- (a) The arbitrator may not add to, subtract from, change or amend any of the terms of this Agreement.
- (b) The expenses of arbitration shall be shared equally between the Employer and the Association.

Section 2. No Claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate. Should a suspended or discharged employee receive a back pay award, it shall be reduced by any unemployment compensation benefits received. The Arbitrator shall determine any other set-offs. No award involving wages due any grievant shall be made retroactive for more than thirty (30) days prior to the date the grievance was submitted in writing.

Section 3. An agreement reached between the Employer and the Association as to the resolution of grievance or dispute is binding on all employees affected and cannot be changed by an individual.

ARTICLE 19 - STEWARDS

Section 1. The officers of the Association are to fulfill the functions of stewards as outlined hereafter.

Section 2. The authority of the stewards shall be limited to and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances to the Employer in accordance with the provisions of this Agreement.
- (b) The transmission of such messages and information, which shall originate with, and are authorized by, the Association.

Section 3. The steward, during working hours, and without loss of time or pay, may, in accordance with the terms of this contract, investigate and present grievances to the Employer upon making a request to his supervisor. The supervisor shall grant permission as soon as possible, but in no event later than the next regularly scheduled working day. The privilege of stewards leaving their work during without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of their prescribed duties and will not be abused. Any alleged abuse by either party will be proper subject for a Special Conference.

ARTICLE 20 - LEAVE OF ABSENCE

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from the Employer, and shall notify the Association. The maximum leave of absence shall be for thirty (30) calendar days and may be extended for like periods. Leaves of absence may be terminated at any, after three (3) working days written notice has been given by the employer may recall an employee at the Employer's discretion if an emergency occurs during the employee's leave. Securing a leave under false pretenses shall be cause for discharge subject to appeal to the Grievance Procedure. An employee shall not accrue benefits while on a leave of absence.

Section 2. At the discretion of the Employer, reasonable time off without discrimination or loss of seniority rights and without pay, will be granted to any employee designated in writing by the Association to attend a labor convention or serve, in any capacity or other official business of the Association, specifying length of time off for Association activities. Due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

FAMILY AND MEDICAL LEAVE

The Monroe County Road Commission will comply with all aspects of the Family and Medical Leave Act of 1993. Employees covered under the Family and Medical Leave Act are full time employees who have worked for the Monroe Co. Road Commission and accumulated 1,250 work hours the previous 12 months.

ARTICLE 21 - SICK LEAVE

Section 1. Employees who have been in the continuous employ of the Employer for sixty (60) calendar days shall have sick leave with pay computed on the basis of eight (8) hours per month worked. Employees absent for three (3) or more consecutive working days must present a certificate from a physician stating that the employee is physically or mentally ill to a degree which incapacitates him from work.

Such certificate must be filed with the Employer within three (3) working days after returning to work or within five (5) working days of the first absence from work, whichever comes first. Failure to observe these time limits will result in loss of pay for the time involved. The certificate must be filed with the Employer by the scheduled start of the workshift on Monday of the second week of the pay period in order to be paid that period. Violation of this provision will be subject to discipline under the work rules governing unauthorized absences.

Employees absent from work due to claimed illness or otherwise shall inform the Employer of such absence by telephone prior to their starting time.

Sick leave will also be granted if an employee's presence at home is required by the serious illness of an immediate member of his family, if proof thereof, (beginning with the first day) is furnished to the Director, by a certificate duly signed by a physician.

For the purpose of this Section, "immediate family" means: spouse, son or daughter. Sick leave under this Section will not be granted to an employee for the purpose of taking an immediate member of the family to a physician or for the purpose of admitting an immediate member to the hospital. In the event an employee's presence is required for medical or hospital treatment for a member of his immediate family, he shall request at least twenty-four (24) hours in advance, in absence of an emergency, a leave of absence which shall be granted without pay for such purpose, subject to the following conditions:

- (a) The Employee shall have exhausted his vacation days, which may be taken in unit of one.
- (b) That a physician's certificate be presented within seven (7) working days verifying:
 - (1) That the employee's presence is required for the purpose of treatment of the family member.
 - (2) That the physician is not available for such treatment outside the employee's regular working hours.

Such leave may be granted if requested by the employee for less than a full day at the sole discretion of the Employer.

Section 2. Incident to maternity and/or miscarriage cases involving an

Section 6. The maximum accumulation of sick leave shall be nine hundred sixty (960) hours. No sick leave shall be accumulated while on a sick leave for a non-job related injury or illness except for the first ninety (90) days provided the employee is on paid sick leave. Sick leave shall not be accumulated for a job-related illness or injury except for the first one (1) year thereof.

employee or employee's spouse, an eligible employee shall be entitled to sick leave with pay for a period of one (1) day involving the admittance of the employee's spouse to the hospital, and one (1) day incident to the discharge of the employee's spouse from the hospital in accordance with Article 21, Section 1, provided employee has accrued and unused sick leave.

Section 3. Sick leave for performance of dental work shall be limited to four (4) hours, with pay, except that one (1) day will be allowed for dental surgery. All leaves for dental work shall be charged against accumulated sick leave time.

Section 4. An employee's certificate verifying his eligibility for sick leave compensation shall be attested in writing by the employee's foreman or Supervisor and, for days so approved, the employee shall be paid as follows:

- (a) Paid at classified rates.
- (b) To the extent of the employee's accumulated sick leave, the difference between his regular pay (based on 40 hours per week) and the amount paid to the employee under Worker's

Compensation and/or no fault insurance benefits or under the terms of the sickness Benefits Insurance (Disability) furnished by the Employer to all employees.

Section 5. Upon an employee becoming eligible for retirement, he shall be entitled to receive, from the Commission, by way of severance allowance, payment for two-thirds (2/3) of his accrued and unused sick leave.

- **Section 6.** The maximum accumulation of sick leave shall be nine hundred sixty (960) hours. No sick leave shall be accumulated while on a sick leave for a non-job related illness or injury except for the first one (1) year thereof. -

Section 7. Physical and mental examinations may be required of all employees at such intervals and as requested by the Employer. Such examinations shall be made by a doctor selected by the Employer and competent in the scope of the examination. All cost, including any time lost by the employee during the course of such examination, shall be borne by the Employer. If such examination reveals an unfitness for work, the Employer may require the employee to take a sick leave of absence until such unfitness is corrected subject to the limitations set forth in Article 10, Section 7 (j).

If the employee disagrees with the doctor's findings, he may, at his own expense, submit competent medical opinion countering the Employer's doctor's findings. Should that occur, then a third doctor, selected mutually by the Employer and the employee, shall make an examination and render a final and binding opinion on all parties. All costs of the third doctor shall be shared equally by the Employer and the employee.

ARTICLE 22- COURT AND FUNERAL LEAVE

Section 1. Any employee who is subpoenaed as a result of witnessing an accident while on duty or is involved in an accident while on duty, who must attend court, shall suffer no loss of pay, but will be paid at his classified rate, less court fees.

Section 2. Any non-probationary employee required to serve on jury duty will suffer no loss of pay, but will be paid the difference between jury pay and his regular pay, based on the employee's classified rate.

Section 3. Any employee will be paid for twenty-four (24) hours absence in the in the case of death in his immediate family. Immediate family means wife, husband or child, mother, father, brother, sister, mother-in-law or father-in law.

Any employee will be paid for eight (8) hours absence in the case of death of grandparents, daughter-in-law, son-in-law, brother-in-law or grandchild.

Any non-probationary employee will be paid eight (8) hours pay for acting as an actual pallbearer at the funeral of a fellow employee, if the funeral is held during regularly scheduled working hours.

Upon a death in the immediate family, over 300 miles away and documented, forty (40) hours off will be allowed, twenty-four (24) hours paid by the Employer and sixteen (16) hours deducted from the Employee's accumulated sick leave.

ARTICLE 23 - PICKET LINES

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action; in the event an employee refuses to enter upon any

property of other employees involved in primary labor disputes or who refuse to go through or work behind any such primary picket line.

ARTICLE 24 - SUBCONTRACTING

The Employer agrees that no work or services presently performed by or hereinafter assigned to, employees in the bargaining unit will be subcontracted if it causes the layoff of such employees. Nothing in this Agreement shall preclude subcontracting in accordance with prior practices of the Employer, or where any unit of government, which is participating in the cost, specifically requests the project be offered for bid. The absence of a contract with any governmental agency shall not be construed as a violation of this Article.

ARTICLE 25 - EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. Under no circumstances will an employee be required or assigned to engage in any activity involving abnormally or unreasonably dangerous conditions of work to person or property or in violation of an applicable statute or court order or governmental regulation relating to safety of person or equipment.

Section 2. An employee involved in any accident shall immediately report said accident and any physical injury sustained. Any employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject the employee to disciplinary action by the Employer, unless the employee, due to his own injuries, is unable to make such immediate reports.

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

being safe. When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in unsafe working operation condition and receives no consideration from the Employer, he shall take the matter up with the Safety Committee who will take the matter up with the Employer.

ARTICLE 26 - SAFETY COMMITTEE

Section 1. A Safety Committee shall be composed of one (1) Association and one (1) Employer representative who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has ultimate responsibility and shall make the final determination on all matters of safety rules.

Section 2. The Employer shall consider the personal safety of the employees in established operational procedures.

ARTICLE 27 - WORKER'S COMPENSATION

Section 1. The Employer agrees to cooperate toward the prompt settlement of employee's on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Worker's Compensation protection for all employees.

Section 2. The Employer, without charging to the employee's accumulated sick time, shall pay the employee up to forty (40) hours commencing the first day the employee, on physician's orders, does not report for work because of occupational disease or on-the-job injuries. Thereafter the Employer shall pay the difference between the employee's classified hourly rate of pay (40 hours per week) and the amount paid by Worker's Compensation plus no fault insurance benefits as the employee may receive until the exhaustion of accumulated paid sick leave.

ARTICLE 28 - LIFE INSURANCE, HOSPITALIZATION, PRESCRIPTION DRUG RIDER

Section 1. Life Insurance: Life insurance shall be carried in the principal amount of Seven Thousand Five Hundred Dollars (\$7,500.00) and a like amount for accidental death and dismemberment. Effective July 1, 1993, the principal amount will be increased Ten Thousand Dollars (\$10,000.00). Beginning April 1, 1995, the life insurance shall be \$15,000.00 and \$30,000.00 for accidental death and disability, for the duration of this contract only.

Section 2. Disability Insurance: The Employer shall provide disability insurance of One Hundred Fifty Dollars (\$150.00) per week for a maximum of twenty-six (26) weeks.

Section 3. The Employer will provide Michigan Blue Cross/Blue Shield MVF-1 Plan as presently provided, together with a \$5.00 co-pay drug rider and Reciprocity program. The Blue Cross/Blue Shield eye care program in existence immediately prior to the execution of this Agreement will be continued. The Blue Cross/Blue Shield Dental Program, Plan I in existence immediately prior to the execution of this Agreement will be continued. As of 4/1/97 maximum dental benefit of \$1,000 every contract year, and each member has a lifetime benefit of \$1,000 available for orthodontic services, for the duration of this contract only. Coverage will be for eligible employees and their eligible dependents.

With respect to Health, Optical and Dental Insurance Coverage, the Employer may substitute carriers provided coverage is substantially equivalent.

Effective as soon as reasonably practicable after signing of this Agreement, the Master Major Medical deductibles on the Blue Cross/Blue Shield will be two hundred seventy five dollars (\$275.00) single and five hundred fifty dollars (\$550.00) two person/family with PREVENT provisions and \$5.00 prescription co-pay drug rider. Effective 4/1/95 the Master Major Medical deductibles on the Blue Cross/Blue Shield will be fifty dollars (\$50.00) single and one hundred dollars (\$100.00) two person/family, with 20% co-pay after deductible has been met, with PREVENT provisions and \$5.00 prescription co-pay drug rider for the duration of this contract only.

Section 4. The Employer's obligation under this Article shall terminate upon any of the following:

- (a) Termination of employment or layoff.

- (b) The Employer agrees to pay its normal contribution for premium rates for Blue Cross/Blue Shield or its equivalent for three (3) months, beginning with the first (1st) day of the calendar month next following or on which the leave starts for an employee on a non-work related disability leave. If leave is extended and approved beyond three (3) months, the employee's coverage will be terminated unless the employee pays the premium cost. Upon his return to active employment, his contract and coverage will be reinstated.
- (c) The Employer agrees to pay its portion of the premium contribution of the premium contributions for Blue Cross/Blue Shield or its equivalent, for a twelve (12) month period, beginning with the first (1st) day of the calendar month next following or on which the leave starts, for an employee on disability caused by on-the-job injury. If leave is extended and approved beyond twelve (12) months, the employee's Blue Cross/Blue Shield contract will be terminated. (However, if the employee wishes to pay the premium, it will be continued.) Upon his return to active employment his contract and coverage will be reinstated. Eye and Dental Care premiums shall be treated in the same manner as Blue Cross/Blue Shield premiums.
- (d) The Employer agrees to pay the full premium for Life Insurance for a three (3) month period, beginning with the first (1st) day of the calendar month next following or on which the leave starts, for an employee on a non-job related disability leave. If leave is extended and approved beyond three (3) months, the employee shall pay premium until his return to active employment.
- (e) The Employer agrees to pay the full payment for Life Insurance for a twelve (12) month period, beginning with the first (1st) day of the calendar month next following or which the leave starts, for an employee on disability caused by on-the-job injury. If leave is extended and approved beyond the twelve (12) months, the employee's Life Insurance coverage will be continue coverage by paying the premium for duration of such extended leave.
- (f) For coverage of student dependent upon termination of their enrollment as a full-time student. Full time student would have to be enrolled at least 12 credit hours per semester.

Section 5. Benefits for otherwise eligible new hire employees will become effective when they attain seniority.

Section 6. When employment or seniority is interrupted by discharge, quit, strike, leave of absence, or any other reason, all insurance coverage continues only for the

balance of the month in which such termination occurs or until the next premium is due, whichever is later.

Section 7. Should the employer be obligated by law to contribute to a governmental-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or part, compulsory governmental-sponsored insurance programs.

Section 8. It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted, and in the event the policy provided for survivor benefits, and there are no eligible survivors, no benefits shall be paid.

ARTICLE 29 - RETIREMENT

Section 1. The employees covered by this Agreement are covered by the Monroe County Employees Retirement System, Road Commission provisions, effective January 1, 1987, with benefits of the system the same as the benefit for Local #543 of the Utility Workers Union of America, AFL-CIO, which are the benefits in effect by the Monroe county Employees covered by this Agreement are increased by increasing the factor for determining final average compensation from the present factor of 1.50 on the first \$7,800 to 2.00 on all eligible compensation, effective January 1, 1988, for all covered employees who retire after January 1, 1988.

Section 2. The employee's contribution rate shall be calculated based on the annual actuarial report which determines the cost of benefits for all full-time employees of the Employer.

The Employer's prior method of calculation which has been utilized to determine bargaining unit contributions shall be continued for the life of this Agreement.

Section 3. Whenever the annual change is .5%, or more, or the cumulative annual change is .5%, or more, from the 1987 cost of 19.22%, the employees' contribution shall be increased or decreased by .1% for each .5% of change. Employee contribution will be as follows: 1/1/95 - 4.6%

4/1/95 - 4.2%

4/1/97 - 4/1/99 - 3.1%

Section 4. Retiree Medical Payment: The Employer will pay for any employee retiring after January 1, 1987, who is between 60 and 65 years old up to the full family medical premiums ~~(excluding eye and dental coverage)~~ ^{including (suffix 903 set up with eye + dental)} for any retiree collecting a monthly Monroe County Employees Retirement System check.

"Retiree is defined as anyone who was actively employed as a Monroe County road Commission employee on the last day before the effective date of his retirement.

After an eligible retiree reaches age 65, Medicare is to be the primary coverage and the Employer and retiree will contribute against complementary coverage rates only.

A surviving spouse of a retiree, upon remarrying, will be ineligible to have any Employer contributions for medical premiums.

ARTICLE 30 - NEW JOBS

When a new job is created in the unit and cannot be properly placed in an existing classification, the Employer will establish a classification job description and a rate. The Employer will notify the Association of the creation of any new classification within the bargaining unit. If the Association disagrees with the rate for the new classification it shall, within five (5) working days after receiving notification, notify the Employer to initiate negotiations on the pay rate. If notice is not received by the Employer from the Association within said five (5) day period the rate will be deemed acceptable.

ARTICLE 31 - VACATIONS

Section 1. Each employee shall be allowed one (1) full work day for each full month (20th to 20th) actually worked by the employee, for vacation, without deduction from wages. Employees shall not; however, be entitled to any credit for vacation until they have been in the continuous employ of the Employer for a period of sixty (60) calendar days. No vacation time shall be allowed for overtime worked. In determining whether an employee has worked a full month, the Employer will include any month in which he:

- (a) Is on paid sick leave for a period up to the first two (2) months of sick leave.

- (b) Is on paid vacation.
- (c) Is on Worker's Compensation disability for a period of up to the first (1st) year of such disability.

Section 2. Employees who have been in the continuous employ of the Commission for a period of five years will be entitled to one additional vacation day which will be added to the employees' single day units. Employees who have been in the continuous employ of the Commission shall receive the following number of vacation day per year upon completing the indicated years of service:

Five (5) Years	-	13 days
Six (6) Years	-	14 days
Seven (7) Years	-	15 days
Eight (8) Years	-	16 days
Nine (9) Years	-	17 days

Employees who have been in the continuous employ of the Commission for a period of ten (10) years or more shall be entitled to twenty-one days of vacation per year.

The vacation days provided for in this section which are in excess of those provided for in the preceding section shall be applicable only to those eligible employees on the active employment rolls of the Employer at the end of the vacation year December 31.

Section 3. Vacations are subject to the following:

- (a) Employees with less than ten (10) years shall be able to use seven (7) days vacation time in units of one (1) day or more. Remaining time shall be more with preference given to the employee who provides his preference at least one (1) month in advance.
- (b) Employees with ten (10) years shall be able to use seven (7) days vacation time in units of one (1) day or more. Remaining time shall be scheduled in units of five (5) consecutive days or more with preference given to the employee who provides his preference at least one (1) month in advance.
- (c) Employees shall not use more than the number of allowable days as provided subsections (a) and (b) above in any one year (e.g., one day minimum). This subsection

allows single day units, not used in the year credited or earned, to be carried over to the new year, subject to the limits in subsection (e) of this Section. Single day units accumulated in this manner may not be used as single day units in the new year but must be used in combination with other vacation days to create a vacation period of not less than five (5) consecutive working days.

(d) Employees shall give the Employer seven (7) days advance written notice of intent to take vacation time of one (1) week or more. Written notice shall be given to the Employer by the end of the preceding shift if the employee intends to take one (1) day of less than five (5) days vacation. If an emergency develops an employee may utilize a vacation day providing the employee give proper notice prior to the start of the employee's regular shift. No vacation time may be taken without the prior written approval of the Employer except where vacation is approved for an emergency.

(e) Vacation days may be accumulated up to a maximum of that number of days which can be earned in a two (2) year period, starting from the date when such days begin to accrue. The number of such days which exceed the maximum shall be used prior to the end of the year in which the maximum number of days is accumulated, provided that if the employee does not take all accumulated days as required above, due to emergency work, he may carry over a period of sixty (60) days, the number of days worked during such emergency, even though they exceed such maximum.

"Employees are entitled to a maximum of three weeks vacation pay in advance of vacation provided the request is made a minimum of two weeks before the ending of the regular pay period before requested vacation provided the check shall be delivered the last working day before the vacation begins. A vacation may be cancelled for emergency reasons beyond the control of the employee."

ARTICLE 32 - HOLIDAYS

Section 1. All regular employees will be eligible to receive holiday pay under the following regulations. Employees will be paid their classified rate based on an eight (8) hour day for said holidays. During ten hour work day schedule employees will be paid their classified rate based on a ten (10) hour day for said holidays.

Paid holidays are designated as:

New Year's Eve Day	Independence Day
New Year's Day	Friday before Labor Day
Good Friday	Labor Day
Memorial Day	Thanksgiving Day
Friday after Thanksgiving	
Christmas Eve Day	
Christmas Day	

Section 2. The employee must work the preceding work day before a holiday and the succeeding work day after a holiday, or be on approved vacation, unless a waiver of this provision is obtained in advance. Such waiver shall be granted when deemed reasonable.

Employees on non-work related sick leave of absence shall be paid for holidays occurring in the first two (2) months of such leave.

Employees on work related sick leave of absence shall be paid for holidays occurring in the first (1st) year of such leave. Sick pay will not be paid in addition to any holiday pay received.

Section 3. New employees shall not be entitled to holiday pay for any holiday occurring during their first one hundred twenty (120) calendar days of employment.

Section 4. In the event the holiday falls on Saturday, it shall be taken the previous work day, and if it falls on a Sunday, it shall be taken on the following work day, unless otherwise mutually agreed by the parties.

ARTICLE 33 - MEMBERSHIP FEES - PROFESSIONAL AND TECHNICAL ORGANIZATIONS

The Employer agrees to reimburse Association members for membership fees to professional and technical organizations required for the proper performance of their job. This shall be limited to Michigan registration fees and/or examination fees for Professional Engineers and Surveyors.

ARTICLE 34 - LEGAL SERVICES

The employer agrees to provide legal defense for any civil claim and pay any judgment against a member of the Association by reason of alleged negligence (not willful misconduct) in the performance of the member's duties of employment.

ARTICLE 35 - GENERAL

Section 1. In the event an employee is required to operate a motor vehicle as part of the regular duties of his assigned job classification, such employee must maintain a valid motor vehicle operator's license at all times.

Section 2. The Employer shall not be required to take any action under this Agreement which is in violation of Federal, State or Local Laws.

Section 3. The employee shall not be eligible to receive benefits while he:

- (a) is eligible for unemployment benefits under any unemployment benefits under any unemployment law, or
- (b) is on layoff, or
- (c) is on leave of absence, or
- (d) has quit his employment, or
- (e) has been discharged, or
- (f) has retired.

ARTICLE 36 - SUPPLEMENTAL EMPLOYMENT

Members of the bargaining unit may engage in supplemental employment if they so desire, provided, however, that it is understood and agreed that the first obligation of the members of the bargaining unit is to the Monroe County Road Commission and supplemental employment shall in no way conflict with regular assigned duties (including regular overtime and/or emergency call-out time).

ARTICLE 37 - ASSIGNED MOTOR VEHICLES

WHEREAS, the employer and the Association are unable to mutually agree upon a satisfactory method to immediately end the use of Road Commission motor vehicles by Association members going to and from work, it is nevertheless specifically agreed as follows:

1. No Association member shall use a Road Commission motor vehicle for personal benefit other than going to and from a member's residence to the Road Commission job assignment.
2. The assignment of Road Commission vehicles to new Association employees or the future assignment of Road Commission vehicles in the event a present classification position becomes vacant, except a vacancy caused by layoff, leave of absence, or sick leave, shall be a matter to be decided solely by the Employer.
3. Association members shall maintain records of Road Commission vehicle use as may be required from time to time by the Director.

ARTICLE 38 - CHANGE IN PERSONAL STATUS

Employees shall notify the Human Resources Director of any change of name, address, telephone number, marital status, or number of dependents promptly, within five (5) days after such change has been made.

ARTICLE 39 - DURATION AND TERMINATION

Section 1. This agreement shall be in full force and effect from the date of signing, to and including March 31, 1999 and shall continue in full force and effect from year to year thereafter unless written notice of termination of the Agreement is served by either party upon the other, at least sixty (60) days prior to the date of expiration.

Section 2. Should either party of this Agreement serve notice upon the other under Section 1 above, negotiations shall commence no later than sixty (60) days prior to expiration date.

Section 3. This Contract shall not be subject to reopening during its terms.

ARTICLE 40 - FILLING NEW POSITIONS - VACANCIES

Section 1. In the event a position outside of the Employees Association now filled by a personal service contract or a new position is created to be filled by a personal service contract other than the Director, then the Director shall provide the Association with a written description of the position and the desired minimum qualifications. Association members shall submit written application within five (5) working days of notice of the position together with a written statement showing qualifications for the position.

Section 2. Vacancies within the Association shall be filled from within the Association provided the Director determines the member is qualified by meeting the promotion qualification requirement. If the employees are equal on merit and ability, the employee with the greatest seniority will be given preference.

Section 3. If the Director notifies the Association that no member meets the qualifications and the Association wishes to question the Director's opinion, then the Association, within five (5) working days, shall request written reasons from the Director for the disqualification of the one (1) member the Association considers best qualified for the position.

Section 4. The Director's written reasons may be appealed to the Board within five (5) working days of the decision, provided the Association submits a written statement to the Director stating all the facts and issues which they will be presenting to the Board in their appeal.

Section 5. In the event the Association does not submit the name of a qualified person or does not make written appeal within the time limit set forth above, then the Director shall proceed to fill the position as the Director judges in the best interest of the Employer.

Section 6. The position shall not be filled from outside the Association until the Board makes its decision. The decision of the Board is final and is not subject to the grievance procedure.

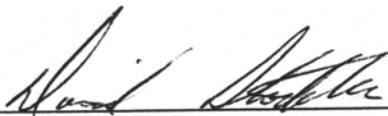
Section 7. The probation period for filling a new job classification shall be one hundred eighty (180) days. The probation period for a promotion or transfer to a different job classification shall be sixty (60) days.

Section 8. Transfers from one classification to an equal or lower paying classification are limited to one transfer per year when a position becomes vacant and the position is to be filled.

Section 9. In the event a person fails his probationary period and he is a new hire, he will be discharged. If he is a current employee and fails the probationary period on a job classification, he will return to his former position and the incumbent will return to his old job.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as set forth below:

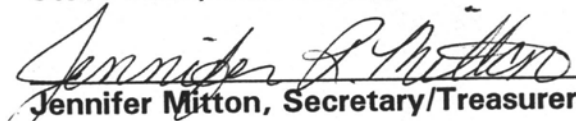
**MONROE COUNTY ROAD COMMISSION
EMPLOYEES ASSOCIATION**



David Stoddard, President



Steve Pace, Vice-President

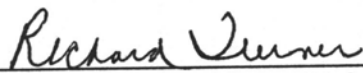


Jennifer Mitton, Secretary/Treasurer

**BOARD OF COUNTY ROAD
COMMISSIONERS
COUNTY OF MONROE, MICHIGAN**



Lloyd Manor, Chairman



Richard Turner, Vice-Chairman



Robert L. Miller, Member

Date: February 17, 1995

Date: February 16, 1995

SCHEDULE "A" WAGE RATES

UNIT 1 - PROFESSIONAL AND SUPERVISORY

	<u>04/01/95</u>	<u>04/01/96</u>	<u>04/01/97</u>	<u>04/01/98</u>
<u>Assistant County Highway Engineer:</u> <i>F. Westen Kirchner</i>				
Hire Rate	41,769	43,231	44,744	46,310
One Year	43,378	44,896	46,468	48,094
Two Years	44,906	46,478	48,104	49,788
Three Years	46,472	48,099	49,782	51,524
Four Years	48,037	49,718	51,458	53,259

County Bridge Engineer: - *No one in this classification*

Hire Rate	38,535	39,884	41,280	42,724
One Years	39,981	41,380	42,829	44,328
Two Years	41,426	42,876	44,377	45,930
Three Years	42,871	44,371	45,924	47,532
Four Years	44,315	45,866	47,471	49,133

Construction/Night Supervisor: - *No one in this classification*

Hire Rate	32,795	33,943	35,131	36,360
One Year	34,025	35,216	36,448	37,724
Two Years	35,254	36,488	37,765	39,087
Three Years	36,483	37,760	39,082	40,449
Four Years	37,712	39,032	40,398	41,812

District - Supervisor: *V. Palazzolo, D. Stoddard, L. Curley, M. Bezan, Tom Rindall, D. Vandewald*
Drainage & Tile Supervisor

Hire Rate	32,795	33,943	35,131	36,360
One Year	34,025	35,216	36,448	37,724
Two Years	35,254	36,488	37,765	39,087
Three Years	36,483	37,760	39,082	40,449
Four Years	37,712	39,032	40,398	41,812

UNIT 1 - SCHEDULE "A" WAGE RATES

	<u>04/01/95</u>	<u>04/01/96</u>	<u>04/01/97</u>	<u>04/01/98</u>
<u>Purchasing Agent:</u> <i>Ron Ocobock</i>				
Hire Rate	28,915	29,927	30,974	32,059
One Year	30,071	31,123	32,213	33,340
Two Years	31,227	32,320	33,451	34,622
Three Years	32,385	33,518	34,692	35,906
Four Years	33,541	34,715	35,930	37,188

Staff Engineer: - *No one in this classification*

Hire Rate	35,548	36,792	38,080	39,413
One Year	36,881	38,172	39,508	40,801
Two Years	38,214	39,551	40,936	42,369
Three Years	39,546	40,931	42,363	43,845
Four Years	40,881	42,312	43,793	45,325

State Highway Supervisor: - *No one in this classification*

Hire Rate	32,795	33,943	35,131	36,360
One Year	34,025	35,216	36,448	37,724
Two Years	35,254	36,488	37,765	39,087
Three Years	36,483	37,760	39,082	40,449
Four Years	37,712	39,032	40,398	41,812

Traffic and Safety Engineer: - *No one in this classification*

Hire Rate	38,535	39,884	41,280	42,724
One Year	39,981	41,380	42,829	44,328
Two Years	41,426	42,876	44,377	45,930
Three Years	42,871	44,371	45,924	47,532
Four Years	44,315	45,866	47,471	49,133

SCHEDULE "A" WAGE RATES

UNIT 1 - PROFESSIONAL AND SUPERVISORY

B. Guich
**Engineering Assistant/Project
& Office Manager:** **04/01/95** **04/01/96** **04/01/97** **04/01/98**

Hire Rate **32,723** **33,868** **35,053** **36,280**

N. Johnson
Executive Secretary:

Hire Rate **29,687** **30,726** **31,802** **32,915**

Safety Director: - *Phil Chrzan*

Hire Rate **36,000** **37,260** **38,564** **39,914**

*The first full payroll period after such date.

*Effective 4/1/95 rates are based upon 3 1/2% per year increase for duration of contract.

*Percentages supersede any mathematical errors reflected in Schedule "A" Wage Rates.