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3/31/99

AGREEMENT

between

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

and

**LOCAL #543 OF THE UTILITY WORKERS
UNION OF AMERICA, AFL-CIO**

Monroe County Road Commission

EFFECTIVE: April 1, 1993

TERMINATES: March 31, 1997

CONTRACT EXTENSION: January 1, 1995

TERMINATES: March 31, 1999

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LABOR AND INDUSTRIAL RELATIONS COLLEGE
UNIVERSITY OF CALIFORNIA
BERKELEY, CALIF.

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 1995 by and between the Board of County Road Commissioners of the County of Monroe, Michigan hereinafter referred to as the Employer, and the Local #543 of the Utility Workers Union of America, AFL-CIO, hereinafter referred to as the Union.

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 Union. 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 I. Recognition

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer, of those classifications of Employees covered by this Agreement, and listed in the attached Job Classifications and Wage Rates, including all permanent hourly rated employees, but excluding engineering personnel (e.g. engineer, inspectors, surveyors, rod men, and draftsmen), office employees, foreman and supervisors.

The Employer shall have the exclusive right to hire whomever it chooses; however, it agrees that it shall not retain in its employ any person eligible for membership in the Union for a period longer than thirty (30) calendar days unless such person shall, as a condition of continued employment, become and remain a member and pay the Union, within ten (10) days thereafter, its regular and usual initiation fee and its regular and usual dues.

ARTICLE II. 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 affects wages, hours, or working conditions of the Employees, or any individual employee in the unit covered by this Agreement.

ARTICLE III. Captions

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

ARTICLE IV. Gender

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

ARTICLE V. Management rights

Section 1. Local #543 of the Utility Workers Union of America, AFL-CIO, and the bargaining unit recognize and agrees 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 unsure such rights or duties of the Employer.

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

Section 2. Except as in this Agreement otherwise specifically

expressly provided, the Employer retains the right to manage and operate the County 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 institutes changes; supplies to be used and purchased; to subcontract or 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; and in all respects to carry out the ordinary and customary function of management.

Section 3. The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish penalties for violations of such rules; to make judgements as to ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel subject to the provisions of this Agreement.

Section 4. The bargaining unit hereby agrees that their Employer retains the right to establish and administer all matters not specifically limited by this Agreement.

ARTICLE VI. Agency Shop and Dues

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Job Classification Sheet.

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

- (a) Membership in the Union is separate, apart and distinct from assumption by one of his equal obligation to the extent that he receives equal benefits. The Union 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 Union. The terms of this Agreement have been made for all Employees in the bargaining unit and not only for members in the Union, and

this Agreement has been executed by the Employer after it has satisfied itself that the Union 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 Union, the Employees' exclusive collective bargaining representative, an amount of money to that paid by other Employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues including such general assessments that may be a part thereof. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement,**

whichever is the later, and for new employees, the payment shall start sixty-one (61) 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 new employee all dues, and initiation fees, including such general assessments that may be a part thereof, of Local #543 of Utility Worker Union of America, AFL-CIO, and pay such amount deducted to said Local # 543 of the Utility Workers Union of America, AFL-CIO, for each and every employee, provided, proper authorizations are signed by such Employee allowing such deductions and payments to the Union.

Section 4. Deductions from current regular Employees shall continue.

Section 5. The Employer shall address all correspondence to the Union Recording Secretary and shall seal the correspondence.

ARTICLE VII. Save Harmless

In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an Employee at the Union's request, the Union shall identify the Employer against a liability found to have arisen out of action taken by the Employer for the purpose of complying with provisions of this Agreement.

ARTICLE VIII. 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 County; or any picketing or patrolling during the term of this Agreement.

- (d) The bargaining unit agrees further to cooperate with 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) The bargaining unit and the Union further agree that they shall not use the service of outside persons to perform picket duties against the said County.

ARTICLE IX. 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 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 invalid or as to which compliance with or enforcement of has been restrained, shall 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 Article affected thereby the parties 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 X. 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. Seniority of persons hired on the same day shall be determined in alphabetical order of last name.

Section 2. Employees will also have seniority in their respective classifications and districts.

Section 3. Probationary Period: Employees will be considered as probationary employees for the first 60 calendar days after date of hire or reclassification under Article X, Section 5 (a). 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.

Section 4. Temporary Employees: Temporary Employees are those who are hired on a seasonal basis. Temporary Employees may

be employed to perform work presently performed by members of Local #543, annually during the period April 15 through October 30. There shall be no seniority among Temporary Employees and they do not acquire seniority unless they are retained for more than 20 weeks, after the date of hire in the current season, in which case they become regular Employees, and their names will then be placed on the seniority list as of their permanent date of hire. No Temporary Employee shall be retained as such during any calendar year for a period of more than twenty (20) weeks. The Employer shall not be obliged to rehire an individual who worked for it as a Temporary Employee in a prior season, and temporaries may be discharged or laid off in any order without recourse to the Grievance Procedure. It is understood that no Temporary Employees will be hired while any regular Employees are in a layoff status. There shall be no more than fifty (50) Temporary Employees in the employ of the Employer at any time.

Section 5. Employees who are hired by the Monroe County Road Commission under the terms of Federal or State Acts, wherein the compensation for such persons is paid by the Federal or State Government, shall be considered Temporary Employees and shall be

subject to the following conditions:

- (a) Such person shall not become a permanent Employee so long as the compensation for such person is pursuant to any Federal or State Acts of the type referred to above, and may become a permanent Employee only by specific reclassification by the Monroe County Road Commission to the position of a permanent Employee, in which case such Employee's seniority shall commence from the date of reclassification as a permanent employee by the Employer. Employees reclassified under provisions of this Section shall be required to complete a probationary period under the terms of Article X, Section 3. Temporary Employees who are not reclassified as permanent Employees at the termination of Federal or State Funding for any such program will be terminated without recourse to the Grievance Procedure and shall have no layoff or recall except as a new hire.**
- (b) Said persons shall receive only those fringe benefits as shall be specifically designated by the Employer.**
- (c) Such person shall be eligible for membership of Local #543 of**

the Utility Workers Union, AFL-CIO, and shall be subject to the provisions of Article I of this Agreement in regard to such membership.

- (d) Such persons shall be paid at the same rate as Temporary Employees, with the rate of pay for such classification to be as set forth in the Wage Rate Schedule attached hereto and incorporated herein by reference, or at such hourly rate set by Federal or State Law.

Section 6. **Layoff and Recall:** Layoff and Recall will be based on seniority in two (2) general classifications:

1. **Mechanics** (including Chief mechanic, night mechanics, mechanics helper, mechanics helper-night, welder-mechanics helper)
2. **All other permanent employees who are members of Local #543**

Any employee under Classification No. 2 represented by Local #543 wishing to fill a position left vacant due to a layoff may do so (providing management intends to fill the vacancy, and provided they are capable of performing the work) on a voluntary basis, seniority being the ruling

factor. Jobs are to be filled on a County-wide basis and must be accepted in the district where they occur. Anyone filling such a position shall be compensated at the appropriate rate of pay of that job. Upon recall, Employees shall be installed in their former positions at the appropriate rate of pay for that job. Employees utilizing this section shall, upon recall of laid off employees, return to their former jobs at the job's current rate of pay.

If the Employer determines that an Employee is not capable of performing the work, the Employer shall nevertheless permit the Employee to perform the work for ten (10) working days so that the Employee may attempt to demonstrate his capability provided; however, the Employee shall not be granted a ten (10) day working trial period unless all the Union officers working, at the time the trial period is to begin, state in writing, unanimously, that the Employee is capable of performing the work the Employee seeks to perform and the Employee must be granted the ten (10) day trial period. If after expiration of the ten (10) day trial period, the Employer determines the Employee is not capable, then the Employee shall be replaced by the Employer and the Employee's rights shall be determined under the Grievance Procedure.

- (a) Employees who exercise their seniority, under this Section, will be paid at the rate of the job to which they are so assigned, except that Employees who have bid a specific piece of equipment and have qualified; therefore, will continue to be paid their posted rates when the reduction in force is due to seasonal reasons, and during such periods they may be assigned to any work available.
- (b) In the event an Employee who is assigned to a specific piece of equipment, as the result of a bid, is laid off from his regular job due to the elimination of such equipment. His rate on said equipment will be continued for a period of two (2) months from date of such layoff. During said period, said employee may be assigned to any work available and may bid on any vacancy which occurs, but, if he does not bid, he will after expiration of said period, be paid at the rate for the job he performs.
- (c) Employees must return to their own job upon recall. If there is no opening in their own district, but work is available in another district which they are capable of performing, they will

be recalled to that job and must return to work upon such recall and be paid at the rate established for the job to which he is recalled.

An employer ordered shutdown of tandem trucks for more than five (5) consecutive working days shall be based on County-wide seniority within the tandem truck driver's classification.

However, the above notwithstanding, Union officers and the Chief Steward who are presently on the payroll on date of signing contract shall be last to be laid off. The order of layoffs shall be as follows: Chief Steward, Recording Secretary, Vice-President, Financial Secretary and President. Recalls shall be made in reverse order.

Section 7. An employee laid off shall be entitled to two-thirds (2/3) 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.

Section 8. **Loss of Seniority:** An employee shall lose his seniority and be terminated if:

- (a) He quits.**
- (b) He is discharged for just cause.**
- (c) He is convicted of a felony in connection with his work with the Employer.**
- (d) He is imprisoned for six (6) continuous months or more.**
- (e) His layoff exceeds eighteen (18) months for Employees with less than eighteen (18) months seniority; his layoff exceeds three (3) years for Employees with eighteen (18) months to five (5) years seniority; his layoff exceeds 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 from layoff within three (3) days after receipt of Certified Mail Notice of Recall unless he is employed elsewhere at date of recall, in which case he will be allowed ten (10) working days after receipt of Certified Mail 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 due to non-work related injury or illness for a period of two (2) years.

Section 9. **Promotion outside of unit:** The following personnel are classified as Supervisory Foremen Superintendent, Assistant Superintendent (State), Assistant Superintendent, State Maintenance Foreman and District Foreman. Persons holding these job classifications shall not be members of the Union. Any Union member who previously assumed any of the foregoing classifications or positions has existing seniority frozen as of the date he assumed the responsibility of a Supervisory Foreman. Said employees shall accumulate no seniority while holding such Supervisory Foreman positions. Said employees, upon returning to a position requiring Union membership, shall have such seniority as accumulated and frozen at the time he assumed his Supervisory Foreman position. Said Employees, upon returning to the Union membership from the Supervisory Foremen personnel, shall have his bidding rights thirty (30) days after his return

to the Union membership for any position being advertised for by the Employer.

Hereinafter, any Union member assuming any of the foregoing classifications or positions shall have only a thirty (30) day trial period during which he may return to his job classification in Local #543. After the thirty (30) day trial period, the employee will not have any recall or seniority rights in Local #543.

The Employer will notify the Union Secretary in writing of any such promotion and its effective date.

Section 10. The Employer will notify the Union as soon as reasonably possible after it is determined that a layoff of Employees is necessary.

Section 11. All present supervisory personnel with job classifications as listed in Section 8 above shall continue to have their job seniority frozen as of the date he assumed the position of a Supervisor Foreman.

ARTICLE XI. Wages, Hours, Overtime

Section 1. Attached hereto, and made a part hereof and marked Job Classifications and Wage Rates are schedules showing classifications and wage rates of Employees covered by this Agreement.

Section 2. **Hours:** For the duration of this Agreement, regular work shall be scheduled between the hours of 7:30 A.M. and 4:00 P.M., Eastern Standard Time, or Eastern Daylight Savings Time, whichever is in effect in Monroe County. Employees who, by the nature of their work, normally are scheduled for different periods of time (weighman, weighman's helper, night mechanics, janitor) will not be subject to the aforementioned starting and quitting times.

- (a) The regular work day shall be the twenty-four (24) hour period commencing at 7:30 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 as in the past.
- (b) The regular work week shall commence at 7:30 A.M. on Monday, and except in the case of emergency or necessity, shall 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) All hourly Employees will be paid all authorized hours worked calculated to the nearest one tenth (1/10) of an hour. If an Employee reports late for his regular shift, he will be paid for the actual hours worked calculated to the nearest one tenth (1/10) of an hour.

Section 3. Lunch and Rest Period: The lunch period shall be taken from the hour of 12:00 noon to 12:30 P.M. of each regular day, unless otherwise authorized by the Supervisor, 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 Supervisor. 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.

Section 4. **Overtime:** Employees who are required to work during overtime hours shall be compensated as follows:

- (a) For hours in excess of forty (40) hours in any work week--time and one-half.
- (b) For hours in excess of eight (8) hours in any work day--time and one-half.
- (c) For all hours worked on Sunday or any of the holidays listed herein--time and one-half.
- (d) For all hours worked on Saturdays--time and one-half, providing the employee has not lost scheduled time of his own volition 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 weekly overtime as to which premium payment has been computed on a daily basis.

Section 5.

Available overtime work shall be assigned as nearly as practicable on seniority basis, as follows:

- (a) Crews to perform certain continuous construction projects shall be established at the beginning of the construction season and shall be utilized to perform such construction on all scheduled overtime.

Vacancies will be filled using the highest seniority employees within the heavy equipment and/or tandem truck driver classifications, whichever classification has the vacancy. (A vacancy occurring in the heavy equipment classification shall be filled by employees within the heavy equipment classification first. If none are available, seniority employees within the tandem truck classification shall fill the vacancy). If no employees are available in the above classifications, the assignment shall be passed on to the highest seniority employees assigned to county road maintenance crews county wide, regardless of classification.

COUNTY ROAD MAINTENANCE CREWS ARE DEFINED AS FOLLOWS:

MONROE DISTRICT

All personnel that perform maintenance on county roads as a

regular part of their assigned duties. This does not include employees assigned to the mechanic garage, employees assigned to the tile crew and employees assigned to the state road maintenance crew.

BEDFORD/IDA DISTRICT

ALL INCLUSIVE

DUNDEE DISTRICT

(if reopened) ALL INCLUSIVE

- (b) On maintenance work, the assignment shall be on the basis of job classification seniority within the district. Assignments for scheduled road maintenance overtime shall utilize bid equipment whenever possible. Every effort will be made to assign the highest seniority employee and his bid equipment whenever that equipment is reasonable capable of performing the job.
- (c) In all cases, if additional personnel are needed to perform maintenance on overtime, the remaining employees on the county road maintenance crew in the affected district shall be utilized to fill such vacancies in order of their seniority regardless of their classification.
- (d) Jobs that are within the labor classification include: mowing, flagging, tree and brush removal, sweeping, landscaping,

additional labor on tile crew, labor on gradall, labor on tar kettle, labor on cold patching, etc.

- (e) A foreman will assign the highest seniority volunteer from his pool of laborers and single axle drivers to man the mower truck. This employee will retain the job for all overtime throughout the mowing season.
- (f) Scheduled overtime on state roads shall be assigned as follows:
 - (1) Employees assigned to state road maintenance.
 - (2) State Bridge crew laborers.Any additional personnel needed will be taken from the county road maintenance district in which the work is being performed.
- (g) In all cases, the senior employee must be qualified to perform the work required.
- (h) As to established crews such as tile and bridge crews, overtime shall be distributed on a seniority basis within the crew.
- (i) Additional personnel needed on tile and sign shop overtime will be utilized from the district in which the work is being performed.
- (j) Non-winter related emergency call-ins shall be handled as follows: Bid equipment will be utilized whenever possible, every effort will be made to assign the highest seniority employee and his bid equipment whenever that equipment

is reasonably capable of performing the job. In many cases, a single axle driver and laborer will be required to perform the work, in such cases, these classifications in the affected district shall be utilized first. If additional personnel are needed, remaining employees on the county road maintenance crew in the affected district shall be utilized in order of their seniority regardless of their classification.

- (k) Non-winter emergency call-ins occurring on state roads shall be assigned the same as for scheduled overtime.
- (l) When a crew has been called in to perform overtime work in the case of emergencies, that crew may be reassigned to perform other necessary work of an emergency nature, notwithstanding the provisions of this agreement, which might have called for an assignment in the first instance to a different crew.
- (m) Class "A" workers will not be eligible to perform maintenance or construction overtime outside their own crews, except in cases of extreme emergency.
- (n) An Employee temporarily transferred to another District, for any period of time, shall be considered, for purposes of this Section, as having his seniority in the District to which he is temporarily transferred for the period of the transfer.

Section 5.5 Snow Removal and Ice Control. Required snow removal and ice control occurring naturally and/or otherwise shall

be handled in the following manner:

1. (a) From 5:00 A.M. to 4:00 P.M. when overtime is required, winter maintenance truck drivers shall be called upon in the order of their seniority.
- (b) If additional personnel are necessary, they shall be called upon, in the order of seniority to work such overtime, provided such individual is able to perform the work required.
- (c) Overtime which occurs during the work week will be assigned by seniority whenever possible. In all cases, bid equipment will be utilized first.
- (d) For purposes of snow removal, the State Maintenance Crew, Bridge Crew and Tile Crew will be combined with the (Monroe) County Road Maintenance District by seniority.

Call-ins for overtime shall be handled as follows:

2. (a) A predetermined list of employees willing and able to perform night snow removal shall be maintained. Call-ins for overtime, from the list, shall be made on a rotating basis with as many calls made as may be necessary to acquire the needed personnel. There need be no effort made to distribute overtime evenly; the only requirement being that calls be made from the list on a rotating basis--whether or not the Employee is reached.

- (b) An Employee may remove himself from the list only for good cause with two weeks notice to the Managing Director.
- (c) When call-ins occur and the list has been exhausted during any emergency, work will be assigned to the least senior Employees able to perform the work and Employees so notified shall be required to work.
- (d) Failure to respond to proper calls shall be a violation of Group II (d) penalties.
- (e) Employees will receive a shift premium of seven (7) percent between the hours of 7:00 P.M. and 7:00 A.M. for snow removal only.

Section 6. Supervisory, management and salaried personnel shall be entitled to perform any work required in case of emergency. Emergency work is defined as any work to protect the public and to correct unsafe and dangerous conditions which require immediate attention and for which an hourly paid employee or employees are not available within a reasonable period of time. This Section shall not operate to restrict the work of crew leaders.

Section 7. **Exceptions to Overtime Provisions:** Notwithstanding the provisions of Article XI, Section 4, the overtime provisions shall not be applicable in the following instances:

- (a) Employees who work as a weighman and weighman's helper shall not be eligible for overtime compensation for working more than eight (8) hours in a work day since they may be

- scheduled for irregular hours and irregular work shifts, but such employees shall be eligible for overtime compensation in the event they work more than forty (40) hours in a work week.
- (b) Night Mechanics shall be called between the hours of 4:00 P.M. and 5:00 A.M. for overtime purposes.
 - (c) Overtime in the night mechanic classification (for substitutions or otherwise) shall be awarded on a seniority basis within the mechanic classification, wherever possible, and distributed as equally as possible, on a rotating basis.
 - (d) Day mechanics and mechanics helpers shall be called in on a rotating basis.
 - (e) Laborers and Sign Fabricator in Sign Shop shall be rotated for overtime. Boom Truck drivers shall be called in according to their seniority for overtime work.

Section 8. Employees shall be paid call-in pay of four (4) hours, at applicable rate as follows:

- (a) A call-in occurs when an employee is called and comes to work, either after or before, and not continuous with his regular working hours.
- (b) This section shall not apply when work performed when a call-in immediately follows, or runs into the Employee's regular hours of work.
- (c) During the four (4) hour period, an Employee recalled shall be considered as on the same call-in.
- (d) Call-ins shall be based upon District seniority, except that if

specific equipment is called out, the operator of that equipment will get the call-in.

- (e) An Employee on approved vacation leave, or personal leave for more than one day, shall not be called for overtime until vacation leave expires, or until work force has been utilized, that is not on approved leave.

Section 9. Temporary Transfers: Employees may be transferred on a one day temporary basis to other work and equipment as need arises, provided temporary transfers made at the beginning of a work shift shall be based on seniority within districts. Employees, temporarily transferred, shall be paid at their classified rate or the rate of the work to which they are assigned, whichever is higher for the time worked. Employees shall hold seniority in the job classification to which they are transferred until the beginning of the next regular shift. Seniority shall not be applicable to any temporary transfer that arises after the beginning of the work shift; provided, however, such temporary transfers shall not be made for the purpose of abusing any employee.

The temporary transfer, from whatever classification the Employer chooses to fill the temporary vacancies, shall be filled by County-wide seniority within their classification only where the transfer is for more than one day.

Section 10. Inability to perform work assignment due to claimed physical disabilities, must be attested to by a physician's statement filed in accordance with provisions of Article XI , Section 1.

Section 11. An Employee may be assigned, on a voluntary

basis, to any work for a period not to exceed thirty (30) working days irrespective of any seniority provisions of this Agreement, provided such work assignment is primarily for training purposes. Employees will be paid at their regular rate during any such training.

Section 12. (a) When a Foreman/Crew Leader is expected to be absent for more than ten (10) regular working days, the Employer may replace the Foreman/Crew Leader as the Employer deems best; if a Foreman/Crew Leader is expected to be absent ten (10) working days or less, than the Foreman/Crew Leader shall select a replacement from within the Foreman's/Crew Leader's crew. When the State Maintenance Foreman is expected to be absent ten (10) working days or less, the Superintendent will select a replacement from within the state crew (including the state bridge crew). If the state Maintenance foreman is expected to be absent for more than ten (10) regular working days, the Superintendent may replace him as he deems best. Any local #543 employee that replaces a permanent foreman/crew leader under this section shall receive the regular posted wages of the crew leader he replaces. If replacing a salaried foreman, his wages will be Category II. After 4/1/97 his wages will be Category I.

(b) Any member of local #543 who assumes a temporary crew leader position shall be paid at the following rates for all hours worked in that position.

Non-tier employees: Category II wages

After 4/1/97 - Category I

Employees under tier system, shall be paid the difference between category VIII and Category II wages. (4/1/94 through 4/1/95 the difference is .71 cents per hour).

ARTICLE XII. Promotions

Section 1. Vacancies occurring in any position in the bargaining unit, in any District, including labor vacancies which are to be filled, shall be posted on the bulletin board of each District for not less than three (3) days. The successful bidder will be notified and the notice will be posted within seven (7) days.

When the vacancy relates to a specifically numbered piece of equipment, the posting will so state, but the use of such equipment by the Employer, and the District in which it is used, shall not be restricted in any way by the awarding of the bid and it may, for legitimate reason, be moved to, and kept in, other Districts at the discretion of their Employer. The parties will agree in writing as to the equipment to which this sub-section now applies, and to which it will apply for time to time in the future, it being intended that the present criteria shall apply in the future in determining whether additions to or deletions from the list shall be made. Upon retirement of, disposal of, or discontinuance of use of any such piece of equipment by the Employer, the Employee assigned thereto, shall have the right to exercise his seniority as provided in Section 6 of Article X above. If such equipment shall be replaced by a different type of equipment, said Employee shall be entitled to bid

therefore, if such equipment is placed upon the aforesaid list.

With respect to vacancies occurring relating to equipment which the above applies, all such vacancies shall be posted within forty-five (45) days of the occurrence, unless the Employer intends not to fill the vacancy. In that event, the Employer shall, within forty-five (45) days of the occurrence of the vacancy, direct to the Union a letter indicating its intention not to fill the vacancy, and the specific piece of equipment so vacated shall not be used except in case of emergencies.

If the Union is not notified of the status of position within forty-five (45) days, the position automatically will be posted for bid.

Section 2. In determining the successful bidder, seniority shall govern, provided the qualifications and abilities of the respective bidders are relatively equal. Other factors shall not be considered. The qualifications and abilities of Employees who bid shall be determined by the Employer and the Union shall be notified in writing of the successful bidder. If the Union deems the selection of the successful bidder improper under the terms of this Agreement, it may submit the matter to the Grievance Procedure commencing at Step 1 by filing a written grievance within five (5) work days after its notification of the successful bidder.

Section 3. The successful bidder shall be given a probationary period of up to thirty (30) working days to qualify on the job. When an Employee has worked in such capacity for six (6) months in such higher classification, then such Employee shall thereafter be entitled to receive the rate of compensation specified for such

classification irrespective of the type of work to which he may thereafter be assigned. In the event the Employee cannot qualify, he shall be returned to his former position and his former rate of pay. In such case, the higher rated classification will be offered to the next Employee who has bid for the same. This procedure will occur only for the two (2) most qualified bidders and the positions will be re-bid.

Section 4. The Employer will reserve the right to hire from outside if no Employee is qualified to fill the vacancy or no bids are received from the Employees in the bargaining unit if it is a bid job.

Section 5. Bids to fill vacancies posted by the Employer will be considered only from Employees below the classification and rate of pay of the vacancy to be filled, except in the following cases:

(a) Effective after the date of execution of this Agreement, bids will be considered from Employees in equal or higher paid classifications who desire to bid into equal or lower paid classifications but only under the following conditions:

1. The Employee who bids, has been in the classification from which he bids, for at least one (1) year. OR
2. Such Employees make the bid due to reasons of health, disability or proximity to work. OR
3. An Employee bidding under items 1. and 2. above or who relinquished a bid classification to take a non-bid position shall maintain his seniority in his new position on a Commission-wide basis and be

paid at the rate of the job classification actually performed.

- (b) No bids will be considered under subsection (a) above from an Employee who has been awarded a vacancy under the subsection within a period of twelve (12) months prior to the date of bid, except for health and/or disability reasons.

ARTICLE XIII. Military Service

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

ARTICLE XIV. Discharge or Suspension

The Employer shall not discharge or suspend any Employees without just cause, but upon infraction of the rules, penalties may be imposed in accordance with the rules. Warning slips involving infractions of minor rules will be given to the Employee within ten (10) working days of the date of the infraction, with copy to the Secretary of the Union. No such slip will remain effective for more than twelve (12) months.

No warning notice will be given for an infraction of the major rules,

as posted. The Union recognizes the right of the Employer to make reasonable work rules not inconsistent with the terms of the contract. The Union however, reserves the right to dispute any such work rule that it deems to be inconsistent with the terms of this contract or arbitrary and/or unreasonable and to subject such rules to procedures set out in Article XV and XVI.

The Managing Director shall notify the Board of County Road Commissioners of the final disposition of all grievances involving suspension or discharge of an Employee. The Board, upon written request of the Union, may conduct such review as the Board deems appropriate.

Any record of disciplinary action shall be removed from the Employee's personnel records and destroyed three (3) years after the date of the offense.

ARTICLE XV. Grievance Procedure

Section 1. It is mutually agreed that all grievances, disputes, complaints, suspensions or discharges arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided, and that at no time shall there be any strikes, tie-ups of equipment, slow downs, walkouts or any other cessation of work through the use of any method of lockout or legal proceedings. Every effort shall be made to adjust controversies or disagreements in an amicable manner between the Employer and the Union.

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 a Union representative present and he shall be so advised.

Section 2. Should any grievance, dispute or complaint 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 Union Steward shall meet with the Immediate Supervisor and discuss the situation which gave rise to the grievance within ten (10) working days of the date of the occurrence or the Employee's knowledge of the occurrence.

Step 2: If not satisfactorily resolved, the Union shall file a written grievance with the office of the Managing Director within

ten (10) working days of the occurrence or knowledge of the occurrence. The Managing Director shall answer the grievance in writing within ten (10) working days of its receipt and delivery of a copy to the Recording Secretary.

Step 3: In the event the grievance is not resolved by the Managing Director to the satisfaction of the Union, then both parties upon mutual written agreement within ten (10) working days of the date of the Managing Director's answer may request the Michigan Employment Relations Commission to mediate the matter.

Step 4: The Union may proceed directly to arbitration under Article XVI by filing a copy of the Union's request for arbitration before the Michigan Employment Relations Commission or the Federal Mediation Conciliation Service, whichever the Union selects, provided that a copy of the notice must be delivered to the Managing Director within ten (10) working days of the Managing Director's answer. In the event the Union and the Employer have mutually chosen to mediate the matter, either party may proceed to binding arbitration by filing notice with the other of rejection of the mediator's recommendation within ten (10) working days of the mediator's recommendations.

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 Union and the Employer. In the event that the Managing Director or Acting Managing Director fails to file written answer within ten (10) working days of the receipt of a written grievance, the Union may proceed to arbitration.

ARTICLE XVI. Arbitration

Section 1. All such request for arbitration shall be in writing, sent by registered or certified mail, addressed to the Clerk of the Road Commission and the MERC or FMCS and shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated and the basis on which such violations are claimed. If not so requested within said ten (10) day period, the matter shall be considered settled on the basis of the last preceding disposition thereof.

Section 2. Not more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual agreement of the parties.

Section 3. After designation of the arbitrator, a hearing shall be held as soon as practicable and the arbitrator shall issue an Opinion and Award, which shall be final and binding on the parties and the Employee(s) involved.

Section 4. The fee of the arbitrator, his travel expense and the cost of any facilities shall be borne equally by the parties. The fees of

any counsel shall be borne by the party incurring same.

Section 5. The arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he have power to establish or change any classifications or wage rate, to the rule of any claim for money or benefits arising under an insurance policy or retirement claim or dispute. Any other dispute arising out of, or relating to the interpretation or proper application of this Agreement based upon a grievance of any Employee alleging violation thereof shall be deemed arbitrable hereunder.

Section 6. 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.

ARTICLE XVII. Stewards

Section 1. The Employer recognizes the right of the Union to designate Stewards by Districts, as follows:

Bedford District	One (1) Steward
Dundee District	One (1) Steward
Ida District	If reopened-- One (1) Steward
Monroe District	One (1) Steward
Any District	One (1) Chief Steward

There shall be no alternate Stewards. The authority of the Stewards so designated by the Union shall be limited to and not exceed the following duties and activities:

- (a) The investigation and presentation of grievance with this Employee or the designated Employer representative in accordance with the provisions of the collective bargaining Agreement
- (b) The transmission of such messages and information, which shall originate with, and authorized by, the Local Union or its officers, provided such messages and information:
 - 1. Have reduced to writing. OR
 - 2. If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdown, refusal to handle goods or any other interference with the Employer's business.

Section 2. The Stewards, during working hours, without loss of time or pay, may in accordance with the terms of this Section, investigate and present grievances to the Employer, upon having advised their Foreman of the same. The Foreman will grant permission and provide sufficient time to the Stewards to leave their work for these purposes, except that no job shall be left unprotected. The privilege of Stewards leaving their work during working hours without loss of time and pay is subject to the understanding that the time will be devoted to proper handling of grievances and will not be abused; and the Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. The Employer will defer discipline upon a Steward for alleged abuse of grievance time only after submitting the matter to the Grievance Procedure and, if necessary to arbitration. Union Stewards will be allowed to meet with the bargaining committee without loss of time or pay for 1 hour, and travel time per month.

Section 3. The authority of the Union Stewards shall be limited to acts or functions which said Stewards are expressly authorized to perform in this Agreement.

ARTICLE XVIII. Absence

Section 1. Any Employee desiring a leave of absence from his employment shall secure written permission from the Employer, which

may be granted or denied, at the discretion of the Employer, and shall notify the Union. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Union and the Employer. Leaves of absence may be terminated at any time, after three (3) working days, written notice has been given by the Employer, when change in leave conditions occur. Securing a leave under false pretenses may be cause for discharge, subject to appeal of the Grievance Procedure.

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 by the Union, to attend a labor convention or serve in any capacity or other official business of the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of men affected, in order that there shall be no disruption of the Employer's operation due to lack of available Employees.

Section 3. Twenty (20) "No Pay" hours per calendar year will be granted to employees. Hours may be taken in blocks or single units or any combination. All "No Pay" leave is subject to supervisor's approval.

ARTICLE XIX. 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 one day per month worked, which will be granted only upon written evidence (certificate) from a physician stating 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 ten (10) working days of the first absence from work, whichever occurs first. Failure to observe these time limits may result in loss of pay for the time involved, unless the late filing of the certificate is made through no fault of the Employee.

Certificate must be filed with the Employer, by 7:30 A.M. Monday, of the second week of the pay period, in order to be paid that pay period. 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 Commission, 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 a 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 24 hours in advance, in the absence of an emergency, a leave of absence shall be granted without pay, for such purpose subject to the following conditions:

- (a) The Employee shall have exhausted his vacation days, which

must be taken in units 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 purposes of treatment, of the family member.
2. That the physician is not available for such treatment outside of the Employee's regular working hours. Such leave may be granted, if requested by the Employee, for less than a full day in the sole discretion of the Employer.

Section 2. Incident to maternity and/or miscarriage cases involving wives of employees, the Employee shall not be entitled to three (3) days sick leave with pay.

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 as 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 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 forty (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 benefit insurance (disability) furnished by the Employer to all Employees.

- (c) An Employee who desires to return to work from disability or sick leave in excess of thirty (30) calendar days, must deliver a written physician's certificate stating the Employee's ability to return to work five (5) working days before the Employee wishes to recommence work. This shall be for scheduling purposes only.

Section 5. Upon an Employee becoming eligible for retirement, he shall be entitled to receive from the Commission, by way of a 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 120 days. No sick leave shall be accumulated while on a sick leave for a non-job related injury, or illness, except as to the first ninety (90) days. Sick leave shall not be accumulated for a 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 examination shall be made by a doctor, selected by the Employer, and competent in the scope of the examination. All costs, 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 X, 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 by the Employer and the Employee.

Section 8. Employer and Union agree that before Employer requires any Employee to undergo a mental examination, under Article XIX, Section 7, the Employer shall notify the Union and permit the Union to submit reasons, at a meeting with the Managing Director, why such examination is not necessary. It is understood that the final decision rests with the Employer.

Section 9. Five personal days per calendar year will be granted to employees with prior notification to the supervisor. Hours will be deducted from employees sick time. Employees without sufficient sick time will not be eligible for personal days.

ARTICLE XX. Court and Funeral Leave

Section 1. Any Employee who is subpoenaed, as a result of an accident, 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 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. An Employee will be paid for three (3) days absence in the case of a death in his immediate family. "Immediate family" means wife or husband, child, mother, father, brother, sister, mother-in-law or father-in-law. An Employee will be paid for one (1) day leave of absence for attending the funeral in case of death of grandparents, daughter-in-law, son-in-law, brother-in-law or sister-in-law, and 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, five (5) days off will be allowed, three (3) paid by the Employer and two (2) deducted from the Employee's accumulated sick leave.

ARTICLE XXI. Picket Lines

Section 1. It shall not be a violation of this Agreement, and it shall not cause for discharge or disciplinary action in the event an Employee refuses to enter upon any property of other employers involved in primary labor disputes or who refuse to go through or work behind any such primary picket line.

Section 2. Within five (5) working days of filing of grievance, claiming violation of this Article, the parties to this Agreement shall proceed to Step 2. of the Grievance Procedure, without taking any intermediate steps, any other provisions of this Agreement to the contrary notwithstanding.

ARTICLE XXII. Subcontracting

The Employer agrees that no work or services presently performed by, or hereafter assigned to, employees in the bargaining unit, will be subcontracted, if it causes the layoff of such employees. However, 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 Section.

ARTICLE XXIII. Equipment, Accidents and Reports

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

Section 2. An Employee involved in any accident shall immediately report to available Immediate Supervisor, 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 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 another 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 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 XXIV. Safety Committee

Section 1. A Safety Committee shall be composed of one (1) Union 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 the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

Section 2. When an Employee is required by a supervisor to work under a condition which the Employee regards as unsafe or which violates common safety practices, the Employee shall have the right to protest and, if ordered by the supervisor to perform the work involved, the Employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. This provision is subject however, to the provisions of Article XV, Section 1.

Section 3. The Employer shall consider the personal safety of the Employees in establishing operational procedures.

ARTICLE XXV. 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 five (5) days time commencing the first day the Employee, on physician 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 a week) and the amount paid by Worker's Compensation, plus no fault insurance benefit

as the Employee may receive until the exhaustion of accumulated paid sick leave.

ARTICLE XXVI. Life Insurance, Hospitalization, Prescription Drug Rider

Section 1. The Employer agrees to pay for full premium for life insurance, sickness, and accident insurance, and for hospital and medical insurance benefits. Life insurance shall be carried in the principal amount of \$3,000.00 and a like amount for accidental death and disability. Beginning April 1, 1993, the life insurance shall be \$15,000.00 and \$30,000.00 for accidental death and disability. The hospital and medical benefit insurance for the Employees and his family shall be made available to the Employee through Michigan Blue Cross/Blue Shield on its (MVF-1 plan, *as of 1993 known as PSG*) as presently provided, together with a Prescription Drug Rider, or its substantial equivalent, and the Blue Cross/Blue Shield (Reciprocity Program, *as of 1994 known as ITS*).

Section 2. The Employer shall pay the full premium for an eye care program for its employees and their eligible dependents as provided for in the Blue Cross/Blue Shield Vision Program.

Section 3. The Employer shall pay the full premium for the Blue Cross/Blue Shield Preferred Dental Plan for its Employees and their

eligible dependents, as defined in the plan dated June 24, 1977, a copy of which has been furnished to the Union and made a part of this Agreement by reference.

The Dental Plan shall include on August 1, 1982, additional coverage for orthodontic services described as Class IV providing orthodontic services, covering fifty (50) percent of reasonable charges with each member entitled to a maximum dental benefit of \$600 every contract year and each member has a lifetime maximum of \$600 available for orthodontic services. As of 4-1-97 maximum dental benefit of \$1,000 every contract year, and each member has a lifetime maximum of \$1,000 available for orthodontic services.

Section 4. Notwithstanding the references to Michigan Blue Cross/Blue Shield and its plan (MVF-1, as *known as PSG*) the Employer may provide equivalent coverage through such insurance provider as the Employer deems best, provided the coverage is equal, or better. The Employer and Union agree to cooperate fully in investigating comparable eye and/or dental plans.

Section 5. 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 the full premium for Blue Cross/Blue Shield or its equivalent for a six (6) 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-work related disability leave. If leave is extended and

approved beyond six (6) months, the Employee's Blue Cross/Blue Shield contract will be terminated. However, if the Employee wishes to pay premium, it will be continued. Upon his return to active employment, his contract and coverage will be reinstated.

- (c) The Employer agrees to pay the full premium 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 extended and approved beyond twelve (12) months, the Employee's Blue Cross/Blue Shield contract will be terminated. However, if the Employee wished to pay 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 six (6) month period, beginning with the first (1st) day of the calendar month next following, or on which the leave starts, for any employee on a non-job related disability leave. If the leave is extended and approved beyond six (6) months, the Employee shall pay premium until his return to active employment.
- (e) The Employer agrees to pay the full premium for Life Insurance 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 Life Insurance coverage will be terminated. However, Employee may 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.

Section 6. The Employer shall provide, on July 1, 1982, or as soon hereafter as the present insurance carrier can make such coverage applicable, so as to increase the existing disability insurance from \$40.00 per week to \$150.00 per week. All other terms of the present coverage to remain the same.

ARTICLE XXVII. Retirement

Section 1. The Employees covered by this Agreement are covered by the Monroe County Employees Retirement System, Road Commission provisions, in effect January 1, 1984. The factor for determining Final Average Compensation is 2.00 for all covered Employees who retire after January 1, 1988.

Section 2. The Employee's contribution shall be 3.1.

Section 3. Retirees will receive C.O.L.A. beginning on January 1st, 1994 as per Letter of Understanding.

ARTICLE XXVIII. Longevity

Section 1. All full time Employees who are employed on the first (1st) day of December of each year and who are continuously employed by the County in accordance with the longevity schedule listed below shall be paid additional annual compensation prior to December 15 of each year, as follows:

- | | |
|---|--------|
| (a) 6 months to the end of the fourth year
by December 1st | 25.00 |
| (b) In the 5th year of employment
by December 1st | 60.00 |
| (c) In the 6th year of employment
by December 1st | 72.00 |
| (d) In the 7th year of employment
by December 1st | 84.00 |
| (e) In the 8th year of employment
by December 1st | 96.00 |
| (f) In the 9th year of employment
by December 1st | 108.00 |
| (g) In the 10th year of employment
by December 1st | 120.00 |
| (h) In the 11th year of employment
by December 1st | 132.00 |
| (i) In te 12th year of employment | |

	by December 1st	144.00
(j)	In the 13th year of employment by December 1st	156.00
(k)	In the 14th year of employment by December 1st	168.00
(l)	In the 15th year of employment by December 1st	180.00
(m)	In the 16th year of employment by December 1st	192.00
(n)	In the 17th year of employment by December 1st	204.00
(o)	In the 18th year of employment by December 1st	216.00
(p)	In the 19th year of employment by December 1st	228.00
(q)	In the 20th year of employment by December 1st	240.00
(r)	In the 21st year of employment by December 1st	252.00
(s)	In the 22nd year of employment by December 1st	264.00
(t)	In the 23rd year of employment by December 1st	276.00
(u)	In the 24th year of employment by December 1st	288.50

(v) In the 25th year of employment

by December 1st

300.00

If continuous employment during the period December 1 to December 1 does not occur, only because of involuntary layoff or recall during said period, then the Employee shall receive longevity pro-rated monthly for said year; this shall be retroactive to January 1, 1982.

Section 2. All full time Employees who have retired under the provisions of the retirement system prior to December 1, in each year shall receive proportionally the sum they would have received if they had been on the payroll as of December 1 as follows: one-twelfth (1/12) of said sum for each month employed after January 1st of each calendar year.

Section 3. The longevity plan herein established shall mean the actual time spent in the service of the Employer, together with any absence due to military service in the Armed Forces of the United States or the State of Michigan.

Section 4. The longevity plan terminated on December 31, 1983. Article XXVIII has been included for historical purposes only.

ARTICLE XXIX. 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 except as modified by Article XXXV new hires in first year. 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 up to the first (1st) year of disability.

Section 2. Employees who have been in the continuous employ of the Commission for a period of five (5) years through nine (9) years inclusive will be entitled to vacation, as follows:

5 Years	13 Days
6 Years	14 Days
7 Years	15 Days
8 Years	16 Days
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 (21) days vacation per year.

The vacation days provided for, in this section, which are in excess of those provided in the preceding section shall be applicable only to those eligible employees on the active employment rolls of the Employer at the anniversary date of hire.

Section 3. Vacations are subject to the following:

- (a) Vacation may be taken in single non-consecutive days, provided; however, 24 hour notice is given, by the Employee, to the Employee's immediate supervisor.
- (b) Vacations of two (2) consecutive days, or more, may be taken provided at least seven (7) calendar days written notice, of the dates of vacation, are given to the Employee's immediate supervisor.
- (c) Vacations may be taken only in units of eight (8) hours or multiples thereof, except as modified under Article XXXVIII.
- (d) 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 exceeds the maximum shall be used prior to the anniversary date of hire, 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.

- (e) Employees are entitled to a maximum of three weeks vacation pay in advance of vacation provided request is made a minimum of two weeks before the ending of the regular pay period before requesting 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.
- (f) An Employee who has properly applied for vacation leave and then decides for personal reasons not to use the vacation leave, may cancel the vacation leave and continue to work subject to the approval of the Employee's Immediate Supervisor.
- (g) An Employee who has properly applied for vacation leave and has utilized a portion of the vacation leave and then decides to cancel the remaining days of the approved vacation leave, may return to work subject to the approval of the Employee's Immediate Supervisor.

Section 4. An Employee entitled to vacation who begins work and thereafter works less than four (4) hours and is then confronted with a personal emergency requiring absence from work shall be entitled to take one (1) full day vacation upon written request to his Immediate Supervisor provided the request is made within one (1) calendar day of the emergency, provided no premium time liability is incurred.

An Employee who is called home for a personal emergency may

return to work the same day subject to the approval of his Immediate Supervisor.

ARTICLE XXX. 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, except as modified under Article XXXVIII.

Paid holidays are designated as:

New Year's Eve Day

New Year's Day

Good Friday

Memorial Day

Independence Day

Friday before Labor Day

Labor Day

Thanksgiving Day

Friday immediately following Thanksgiving Day

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 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 sixty (60) calendar days of employment.

Section 4. In the event the holiday falls on Saturday or Friday, when applicable under Article XXXVIII, it shall be taken on 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 XXXI. General

Section 1. Employees shall normally receive their job work orders and any changes therein, from their own District Foreman only. However, when necessary, such orders may be changed, by the General Superintendent, his Assistant, or the State Maintenance Superintendent. In no case will members of the Board of County Road Commissioners, of the County of Monroe, exercise any direct supervisory authority over Employees in the bargaining unit.

Section 2. The Employer will provide a bulletin board for official use of the Union. Such matters must be signed by an official of the Union who will be responsible for their content, and will be removed when they are obsolete. No political or controversial matter will be posted.

Section 3. The Employer will recognize a Union Bargaining Committee, of not to exceed five (5) employees, to be selected in any manner determined by the Union, one of whom may be designated as Chairman. Said Committee will act as the negotiations of future agreements with the Employer and will be paid for time lost in such negotiations which shall begin at a time mutually agreed upon by the Employer and the committee. In the interest of concluding contract negotiations in an informed and effective manner, a representative of the Utility Workers Union of America, AFL-CIO, and a member of the Board of County Road Commissioners, of Monroe County, will attend bargaining sessions as often as reasonably possible.

Section 4. 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 5. In the event that an employee loses his/her commercial drivers license for any reason, he/she will be transferred to other work (not requiring a CDL) for a period of time not to exceed three (3) years. If an employee loses his/her CDL as the result of an alcohol or drug related offense, he/she shall agree to alcohol or drug counseling and treatment as a condition of continued employment.

During weather emergencies, anyone without a CDL may be subject to temporary lay-offs that will allow the Road Commission to hire temporary drivers for the duration of the emergency. At the conclusion of the weather emergency, the laid-off employees will be recalled.

It is understood by both the Road Commission and Local#543 that the above conditions shall apply only to two (2) persons at a time, and that if one or more additional persons should lose their CDL during the same time period, one or more of the effected individuals may be laid-off according to their seniority at any time.

It is further understood that when and if an employee is able to regain his/her CDL at any time within the aforementioned three year period, he/she shall be immediately recalled (provided he/she is not excluded due to a general lay-off) and restored his/her former bid position.

Section 6. The Employer shall not be required to take any action, under this Agreement, which is in violation of Federal, State or

Local Laws.

Section 7. Nothing in this Agreement shall prevent the drivers, of contractor-owned equipment, from moving from one area to another with such equipment and working in the latter area with such equipment.

Section 8. Employees absent for work due to claimed illness, or otherwise, shall inform the Employer of such absence, by telephone, prior to their starting time.

Section 9. When employment and 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, subject to the provision of this Agreement.

Section 10. The Employee shall not be eligible to receive benefits, unless otherwise provided for in this Agreement while he:

- (a) Is eligible for unemployment benefits under any employment compensation 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

Section 11. **Personnel Record Information** - Personnel Record Information will be made available to all employees as provided in Public Act 397 of 1978.

Section 12. If any Employee is called in and cannot make it in to work because of weather and the Employer picks the Employee up, the Employer will provide transportation home upon completion of work.

Section 13. Every six (6) months, a new updated seniority list is to be posted. Items to be included are: name, address, hire date, phone number, job classification and pay rate.

ARTICLE XXXII. 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 XXXIII. Change in Personal Status

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

ARTICLE XXXIV. Maintenance of Standards

The Employer agrees that all conditions of employment relating to hours, wages, and working conditions shall be maintained at the levels existing at the date of this Agreement, or as may be; thereafter, improved by written agreement between parties, except to the extent modified by this Agreement. Wherever, in this Agreement, there is specific coverage of such conditions, the terms of this Agreement shall control.

ARTICLE XXXV. Three Tier New Hire Wage Plan

Section 1. All Full Time Employees represented by Local #543 hired after January 1, 1993, shall be paid at the following rates regardless of the work performed or their bid classification with no wage increase until parity in the forth year, (except as modified under Article XI, Section 12):

First Calendar Year	\$8.50 per hour
Second Calendar Year	\$9.00 per hour
Third Calendar Year	\$9.50 per hour

At the beginning of the fourth calendar year such employees shall be paid at normal classified rates. All hours worked on overtime shall be paid in accordance with Article XI based on the above rates.

Section 2. New hires will earn annual vacation at the rate of one-half day per month during the employee's first year of employment for a total of five (5) vacation days. New hires will receive one (1) sick day per month for a total of ten (10) sick days in the first year of employment. After the first year of employment, new hires will receive one (1) vacation day per month and one (1) sick day per month.

ARTICLE XXXVI. Duration and Termination

Section 1. This Agreement shall be in full force and effect upon receipt of the Employer, from the Union, of written notice, that this Agreement has been ratified, by the Union and approved by the Board of County Road Commissioners, to and including April 1, 1993, 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 to this Agreement serve notice upon the other under Section 1 above, negotiations shall commence no

later than sixty (60) days prior to the expiration date.

Section 3. This Contract shall not be subject to reopening, during its term, except by mutual agreement of the parties.

ARTICLE XXXVII. Retiree Medical Payment

The Employer will pay the full family medical premiums (see Article XXVI) for all retirees collecting a monthly Monroe County Employees Retirement System check, provided the retiree is between 60 and 65 years old, including eye and dental coverage, starting April 1, 1993. The Monroe County Road Commission will pay up to \$300.00 for eye and dental coverage with the Employee picking up any difference. After the retiree reaches age 65, Medicare is to be primary coverage; Employer then to pay only for (secondary) *complementary* coverage, (Master Medical 65, and unlimited prescription coverage or equivalent). Retiree medical hospitalization payment would start January 1, 1987, for anyone who retired after January 1, 1984, provided the retiree is a Monroe County Road Commission employee on the last day before receiving a monthly pension check.

A surviving spouse, upon remarrying, will no longer be eligible to have the Employer pay retiree medical premiums.

ARTICLE XXXVIII. Seasonal Four Day Work Week

Section 1. A seasonal four (4) day work week shall be instituted during the summer months for a minimum period of six (6) weeks. During this period, regular hours shall be from 6:30 A.M. to 5:00 P.M., Monday through Thursday. The four (4) day work week period will

generally extend from mid May to mid October; however, the start up date and ending date may vary from year to year, the only requirement being that management give two (2) weeks notice prior to start up and two (2) weeks notice prior to ending the period. The above schedule shall apply to all members of Local #543 as well as all temporary and probationary employees assigned to assist the bargaining unit except that the Rest Area Attendant shall remain on seven (7) day operation, as current.

Section 2. For the duration of the four (4) day work week, any hours worked in excess of ten (10) hours on Monday through Thursday shall be paid at time and one-half. All hours worked on Friday, Saturday, and Sunday, shall be paid at time and one-half. All Holidays occurring during the period will be paid a full ten (10) hours. During this period, anyone required to work a Holiday shall be paid ten (10) hours for Holiday and time and one-half for the hours worked, four (4) hours being minimum pay for a call-in. Vacation and sick leave taken during this period may be taken in increments of eight (8) hours per day, or if the Employee desires, in increments of ten (10) hours per day with the balance of hours to be deducted from his accumulated vacation or sick time. During the four (4) day work week period, sick leave for performance of dental work shall be limited to five (5) hours, with pay, except that one day, ten (10) hours will be allowed for dental surgery. All leaves for dental work shall be deducted from accumulated sick time.

JOB CLASSIFICATIONS

EFFECTIVE: JANUARY 1, 1995

A) CREW LEADERS

Includes:

- All Permanent Assigned Crew Leaders
- Chief Mechanics
- Drainage Coordinators
- Night Supervisors
- Yard Man

B) SIGN SHOP

Includes:

- All Sign Shop Employees (except Crew Leader)

C) TILE CREW

Includes:

- All Tile Crew Employees (except Crew Leader)

D) MECHANICS

Includes:

- All Mechanic Garage Employees
(except Chief Mechanic)

E) HEAVY EQUIPMENT

Includes:

- Graders
- Gradalls
- Spare Backhoes
- Heavy Rollers
- Vactors
- On Road Loaders
- All Heavy Maintenance/Construction Equipment

JOB CLASSIFICATIONS (cont.)

F) TANDEM TRUCKS

Includes:

- Tri-Axle Trucks
- Tar Distributor
- Water Wagon

G) SINGLE AXLE TRUCKS

H) LABORERS

WAGE RATES APRIL 1, 1993 - MARCH 31, 1999

	<u>04/01/93</u> 3%	<u>04/01/94</u> 3.5%	<u>04/01/95</u> 3.5%	<u>04/01/96</u> 3.5%	<u>04/01/97</u> 3.5%	<u>04/01/98</u> 3.5%
<u>CATEGORY I -</u>						
Pay Rate	13.99	14.48	14.99	15.51	16.05	16.61
Drainage Coordinator						
Chief Mechanic						
Crew Leaders (Effective 4/1/97)						
<u>CATEGORY II -</u>						
Pay Rate	13.44	13.91	14.40	14.90	15.42	15.96
Crew Leader (Until 3/31/97)						
Paving and Sealing						
Foreman						
Mechanics						
Night Mechanics						
Grader Operator						
Gradall Operator						
Sewer Jet Operator						
Backhoe on Tile Crew						
Excavator						
Weighmaster						
Welder Mechanics Helper						
Night Patrol						
<u>CATEGORY III -</u>						
Pay Rate	13.32	13.79	14.27	14.77	15.29	15.83
Distributor Operator						
Crane Operator						

04/01/93	04/01/94	04/01/95	04/01/96	04/01/97	04/01/98
<u>3%</u>	<u>3.5%</u>	<u>3.5%</u>	<u>3.5%</u>	<u>3.5%</u>	<u>3.5%</u>

CATEGORY IV -

Pay Rate	13.25	13.71	14.19	14.69	15.20	15.73
Mechanics Helper				<i>30.555.20</i>	<i>↓</i>	
Mechanics Helper (Night)					<i>3.000.00</i>	
Belt Force Feed Loader						
Heavy Duty Roller						
Operator						
Road Packer Operator						
Air Compressor						
Heavy Tractor						
Seaman Tiller						
Backhoe Operator						
Bull Dozer						
Flaherty Spreader						
Asphalt Spreader-Paver						
T Axle Truck Driver						

CATEGORY V -

Pay Rate	13.15	13.61	14.09	14.58	15.09	15.62
Chloride Distributor					<i>3.000.00</i>	
Operator						
Pavement Marker						
Operator						
Tandem Truck w/ Scraper,						
Blade or Plow						

04/01/93	04/01/94	04/01/95	04/01/96	04/01/97	04/01/98
<u>3%</u>	<u>3.5%</u>	<u>3.5%</u>	<u>3.5%</u>	<u>3.5%</u>	<u>3.5%</u>

CATEGORY VI -

Pay Rate

13.03	13.49	13.96	14.45	14.96	15.48
-------	-------	-------	-------	-------	-------

See 15, 20, 25, 30, 35

- Sign Fabricator
- Tandem Truck Driver
- Mower Operator
- Sweeper Operator
- Front End Loader
- Truck w/ Underbody
Scraper
- Truck w/ Snow Blade *(single axle)*
- Tar Sprayer
- Boom Truck - Sign Shop
- Yard Person

CATEGORY VII -

Pay Rate

12.91	13.36	13.83	14.31	14.81	15.33
-------	-------	-------	-------	-------	-------

See 15, 20, 25, 30, 35

- Power Knife Sharpener
- Shoulder Spreader
Operator
- ~~Truck Driver~~ *(with plow)*
- Wrecker Operator
- Front End Loader of
Crane
- Small Patch Roller
- Shoulder Roller
- Flagman
- Bridge Crew
- Tile Crew
- Chip Spreader

	<u>04/01/93</u>	<u>04/01/94</u>	<u>04/01/95</u>	<u>04/01/96</u>	<u>04/01/97</u>	<u>04/01/98</u>
	<u>3%</u>	<u>3.5%</u>	<u>3.5%</u>	<u>3.5%</u>	<u>3.5%</u>	<u>3.5%</u>

CATEGORY VIII -

Pay Rate

12.75	13.20	13.66	14.14	14.63	15.14
-------	-------	-------	-------	-------	-------

Common Laborer
Rest Area Attendant
Pickup Truck Operator

CATEGORY IX -

Pay Rate

5.30	5.30	5.30	5.30	(To be determined by Management)
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Temporary Employee

LETTER OF UNDERSTANDING
BETWEEN
BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE
AND
LOCAL #543 UTILITLY WORKERS UNION OF AMERICA

Any member of Local #543 who retires after the signing of this Agreement with the Monroe County Road Commission shall, if he/she desires to keep their Life Insurance, pay to the Monroe County Road Commission the premium for Life Insurance not to exceed the face amount of fifteen thousand dollars (\$15,000.00).

LOCAL #543 OF THE UTILITY WORKERS
UNION OF AMERICA, AFL-CIO

Robert L Miller
Samuel W. Latham
Clifford A. Verrin
Michael D. Boylan
Don L. Duvall
T. J. Way

BOARD OF COUNTY ROAD
COMMISSIONERS, COUNTY OF
MONROE, MICHIGAN

Lloyd D. Manor
Richard W. Jung
Herbert W. Stutz
George C. Barlow

DATED: March 26, 1993

LETTER OF UNDERSTANDING
BETWEEN
BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE
AND
LOCAL #543 OF THE UTILITY WORKERS
UNION OF AMERICA, AFL-CIO

The Monroe County Road Commission agrees that the National Consumer Price Index from the previous calendar year shall be the determining factor in providing the C.O.L.A. for Retirees. This shall be adjusted annually on January 1st of each year. Any C.O.L.A. increase shall be added to the Base Premium Benefit.

Beginning 4/1/97 C.O.L.A. or 13th check for retirees will be determined each year by the Board of County Commissioners. If no determination is made, C.O.L.A. is in effect.

LOCAL #543 OF THE UTILITY
WORKERS UNION OF AMERICA,
AFL-CIO:


Daniel Vandeveld, President


Milivoj Knezevich, Vice-President



Cliff Venier, Chief Steward



James Morgan, Recording Secretary

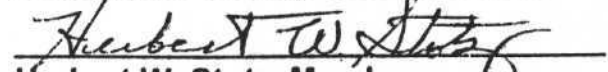

Michael Miller, Treasurer



National Representative

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


Lloyd D. Manor, Chairman


Richard W. Turner, Vice-Chairman


Herbert W. Stotz, Member


Jerry C. Bartnik, Executive Director

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representatives this 29th day of December, 1994.

LOCAL #543 OF THE UTILITY
WORKERS UNION OF AMERICA,
AFL-CIO:

Daniel D. Vandavelde
Daniel Vandavelde, President

Milvov Knezevich
Milvov Knezevich, Vice-President

Cliff Venier
Cliff Venier, Chief Steward

James Morgan
James Morgan, Recording Secretary

Michael Miller
Michael Miller, Treasurer

F. J. W. [Signature]
National Representative

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

Lloyd D. Manor
Lloyd D. Manor, Chairman

Richard W. Turner
Richard W. Turner, Vice-Chairman

Herbert W. Stotz
Herbert W. Stotz, Member

Jerry C. Bartnik
Jerry C. Bartnik, Executive Director

LETTER OF UNDERSTANDING BETWEEN

THE BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF MONROE

AND

LOCAL #543 OF THE UTILITY WORKERS UNION OF AMERICA AFL-CIO

The Board of County Road Commissioners of the County of Monroe (the Board) and Local #543 of the Utility Workers Union of America AFL-CIO (the Union) agree that the intent of the pension language in the Letter of Understanding between the Board and the Union regarding C.O.L.A. was intended to apply only to those employees who retired on or after 4/1/93, as a part of the retirement window, offered by the Board, and to any other employees who retired thereafter. The C.O.L.A. provision was not intended to apply to those employees who retired before 4/1/93. Beginning 4/1/97 and applying only to those who retire between 4/1/97 and 3/31/99, C.O.L.A. or 13th check will be determined each year by the Board of County Road Commissioners. C.O.L.A. shall remain in effect for employees who retired between 4/1/93 and 4/1/97. Employees who retired prior to 4/1/93 shall suffer no reduction in pension payments and will continue to receive payments at the level in effect as of the signing of this agreement. Furthermore, the Board of County Road Commissioners agrees to reinstate C.O.L.A. for all eligible retirees as of the signing of this agreement.

LOCAL #543 OF THE UTILITY
WORKERS UNION OF AMERICA,
AFL-CIO: Signed on this 21 day
of February, 1995.

David S. Van Davelde
Michael A. Mills
James E. Moy
Clifford F. Wain
Melvin Amey
Thomas J. Wojtala
National Representative

BOARD OF COUNTY ROAD
COMMISSIONERS OF THE
COUNTY OF MONROE: Signed
on this 22 day of February, 1995.

Floyd D. Manor
Richard J. Jurner
Dahut J. Miller
Gregory C. Barlow
Executive Director

**LETTER OF UNDERSTANDING
EARLY RETIREMENT**

Increase Retirement during 30-day window period.

Currently 2.00 factor with best 5 consecutive calendar years out of 10 years for final average wage (as per pension ordinance of Monroe County Employment Retirement System, Article VIII, subsection (f)).

Increase to 2.25% for 30 days only with best 36 consecutive months out of 120 months for final average wage with the final average compensation cap of 75% removed for the 30-day window period only.

Hospitalization per Article XXXVII, pp. 61-62, with the following change: Retirees will be eligible for medical benefits at age 54. Benefits will not be reduced over the life of the contract.

Must be age 54 by August 1, 1993.

C.O.L.A. for Retirees beginning and paid starting January 1, 1994 (based on Consumer Price Index of the previous year.)

\$3,000 signing bonus per employee payable within one month after retirement. This bonus will not be paid to any employee re-entering Local 543 for purposes of retirement from another bargaining unit.

Dental & Eye Care: Road Commission will pay up to \$300 per year with any additional to be paid by retiree in lieu of Local 543 dropping their demand on including hospitalization and C.O.L.A. as part of the pension plan.

Local #543 of the Utility Workers
Union of America, AFL-CIO

Robert J. Miller
Samuel W. Hawthorn
Daniel S. C. Deville
Michael D. Beyear
Clifford F. Vener

Board of County Road Commissioners,
County of Monroe, Michigan

Lloyd Manor
Richard W. Turner
Herbert W. Stutz

Dated: March 13, 1993

LETTER OF UNDERSTANDING
BETWEEN
BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE
AND
LOCAL #543 UTILITLY WORKERS UNION OF AMERICA

Any member of Local #543 who retires after the signing of this Agreement with the Monroe County Road Commission shall, if he/she desires to keep their Life Insurance, pay to the Monroe County Road Commission the premium. The Life Insurance shall not exceed the face amount of fifteen thousand dollars (\$15,000.00).

LOCAL #543 OF THE UTILITY WORKERS
UNION OF AMERICA, AFL-CIO

Samuel W. LaFontaine
Clifford F. Viner
Michael D. Byers
Don V. ...
F. J. Woytala

National Representative

BOARD OF COUNTY ROAD COMMISSIONERS,
COUNTY OF MONROE, MICHIGAN

Lloyd D. Manor
Richard W. ...
Herbert W. ...
Jerome C. ...
Executive Director

LETTER OF UNDERSTANDING
BETWEEN
BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE

AND

LOCAL #543 OF THE UTILITY WORKERS
UNION OF AMERICA AFL-CIO

Union membership and probationary period modification to:

Article 6 Section 2 (B)
Article 10 Section 3
Article 30 Section 3

All new permanent employees hired from January 1, 1993 and forward shall pay the usual initiation fee plus one (1) month usual dues sixty-one (61) days after date of hire.

All new permanent employees hired from January 1, 1993 and forward shall be considered probationary employees for the first sixty (60) days after date of hire.

New employees will not be entitled to Holiday Pay for any holiday occurring during their first sixty (60) calendar days of employment (this modification will take effect on the date of the signing of this Letter of Understanding).

Addition to the Contract September 30, 1993

LOCAL #543 OF THE UTILITY
WORKERS UNION OF
AMERICA AFL-CIO:

Don C. Dunde
Michael Knezcic
James E. Morgan
Michael J. Miller

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

Lloyd D. Mason
Richard W. Turner
Herbert W. Atty

Joey C. Barlow
Executive Director

LETTER OF UNDERSTANDING
BETWEEN
BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE
AND
LOCAL #543 OF THE UTILITY WORKERS
UNION OF AMERICA AFL-CIO

It is agreed that effective the date the attached agreement is signed by the Board of County Road Commissioners and Local #543 that applicants may have driveway and frontage culverts installed by either qualified contractors or by the Monroe County Road Commission.

LOCAL #543 OF THE UTILITY
WORKERS UNION OF AMERICA
AFL-CIO:

Robert J. Miller
Samuel W. Taber
Clifford F. Lewis
Michael D. Boyan
Don L. Daulton
T. J. Wright
National Representative

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

Lloyd D. Manor
Richard W. Jumper
Herbert W. Stutz
Jersey C. Baerleinik
Executive Director

LETTER OF UNDERSTANDING
BETWEEN
BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE
AND
LOCAL #543 OF THE UTILITY WORKERS
UNION OF AMERICA AFL-CIO

It is agreed that the Monroe County Road Commission will provide to the Recording Secretary of Local #543 a copy of all insurance policies affecting Local #543 members and a copy of any changes made to these policies during the life of the contract.

LOCAL #543 OF THE UTILITY
WORKERS UNION OF AMERICA
AFL-CIO:

Robert L. Miller
Connel W. Laurent
Clifford F. Quinn
Michael D. Byrnes
Don L. Smith
T. P. Wright
National Representative

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

Lloyd D. Mans
Richard W. Jurek
Herbert W. Jurek
Jerome C. Babelnick
Executive Director

LETTER OF UNDERSTANDING
BETWEEN
BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE
AND
LOCAL #543 OF THE UTILITY WORKERS
UNION OF AMERICA AFL-CIO

The employees of the Monroe County Road Commission may join into the Monroe County Hospitalization Plan for County Employees if agreeable to the membership of Local #543.

LOCAL #543 OF THE UTILITY
WORKERS UNION OF AMERICA
AFL-CIO:

Raputz & Miller
Samuel W. Tabor
Clifford A. Vann
Michael D. Bryan
D. L. Smith
T. J. White
National Representative

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

Lloyd D. Manor
Richard W. Turner
Herbert W. Stoltz
Jerome C. Barlow
Executive Director

LETTER OF UNDERSTANDING
BETWEEN
BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE
AND
LOCAL #543 OF THE UTILITY WORKERS
UNION OF AMERICA AFL-CIO

Management will hire a laborer on the bridge crew at the three-tier scale starting at \$8.50 per hour upon agreement that said Employee remain for three years in that position before he/she can use their bidding rights.

**LOCAL #543 OF THE UTILITY
WORKERS UNION OF
AMERICA AFL-CIO:**

Robert J. Miller
Samuel W. Tatarukis
Chaffin H. Wain
Michael D. Beyer
De Van Powell
J.P. W. White
National Representative

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

Lloyd D. Manor
Richard W. Turner
Herbert W. Stutz
Jerome C. Bartnick
Executive Director

NEW CONTRACT LANGUAGE

New Contract Language to replace Article XXXV, Section (1), pp. 60-61.

Proposing New 3-Tier Pay Schedule for New Hires with no wage increases:

First Year	\$8.50 All Jobs
Second Year	\$9.00 All Jobs
Third Year	\$9.50 All Jobs
Fourth Year	Parity

All Full Time Employees represented by Local 543 hired after January 1, 1993, shall be paid at the following rates regardless of the work performed or their bid classification with no wage increase until parity in the fourth year:

First Calendar Year	\$8.50/hr
Second Calendar Year	\$9.00/hr
Third Calendar Year	\$9.50/hr

At the beginning of the fourth calendar year such employees shall be paid at normal classified rates.

All hours worked on overtime shall be paid in accordance with Article XI based on the above rates.

New Hires will receive 5 vacation days, 10 sick days in the first year. In the second year new hires will receive one vacation day per month and one sick day per month.

Increase life insurance from \$7,500 to \$15,000.
Add \$30,000 Accidental Death and Dismemberment.

Local #543 of the Utility Workers
Union of America, AFL-CIO

Board of County Road Commissioners,
County of Monroe, Michigan

Robert L Miller
Samuel W. L. [unclear]
David J. [unclear]
Michael D. [unclear]
Clifford F. [unclear]

Lloyd Manor
Richard W. Turner
Herbert W. [unclear]

Dated: March 13, 1993

**SECOND PROPOSAL
FINANCIAL**

Pay Schedule:

Year 1	3.0%	April 1, 1993
Year 2	3.5%	April 1, 1994
Year 3	3.5%	April 1, 1995
Year 4	3.5%	April 1, 1996

\$3000 signing bonus per employee – not included in base pay.

\$600 paid at signing and quarterly payments of \$600 paid to those members in good standing with Local 543 at signing of contract. This bonus will not be paid to any employee re-entering Local 543 for purposes of retirement from another bargaining unit.

Drug: \$2 Co-pay to \$5 Co-pay.

\$2400 per individual per year payable monthly for anyone opting out of Double Coverage Hospitalization. Each individual opting out must prove he/she has other coverage.

Other language will be added for opt-in provision.

Letter of Understanding that we may join into the Monroe County hospitalization plan for county employees if agreeable to Local 543 membership.

Local #543 of the Utility Workers
Union of America, AFL-CIO

Robert J. Miller
Samuel W. LaFountain
Daniel S. Anderson
Michael D. Blye
Clifford F. Vein

Board of County Road Commissioners,
County of Monroe, Michigan

Lloyd Manor
Richard W. Turner
Herbert W. Stoy

Dated: March 13, 1993

LETTER OF UNDERSTANDING
BETWEEN

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE

AND

LOCAL # 543 OF THE UTILITY WORKERS
UNION OF AMERICA, AFL-CIO

It is agreed that the eligible employees of the Monroe County Road Commission shall have the opportunity to select either non-taxable Fringe Benefits or taxable compensation with respect to medical insurance coverage, under the Local #543 of the Utility Workers Union of America, AFL-CIO Cafeteria Plan, effective August 1, 1994, which is incorporated by reference into the collective bargaining agreement. Those eligible employees who opt-out of medical insurance coverage will receive \$2,400 per eligible employee per year payable in quarterly installments (\$600). Each individual opting out must prove he/she has other coverage. This Letter of Understanding, and the Cafeteria Plan, shall not alter, diminish or otherwise affect the benefits provided to employees under the collective bargaining agreement between the undersigned parties. The sole effect of this Letter of Understanding is to provide eligible employees with the election to receive taxable cash compensation in lieu of medical insurance benefits provided under the collective bargaining agreement.

It is further agreed that if an employee's spouse is covered as an employee under the medical insurance plan of the Board of County Road Commissioners of the County of Monroe, such employee (including his/her spouse) is not eligible to elect cash compensation in lieu of medical benefits under the Cafeteria Plan.

Local #543 of the Utility
Workers Union of America,
AFL-CIO

Board of County Road Commissioners,
County of Monroe, Michigan

David J. Vandeville
Clifford E. Vain
Michael J. Miller
James E. Mory

Lloyd O. Manor
Richard W. Jumper
Herbert W. Stok
Jerry C. Bartlett

Dated: 8/1, 1994

LETTER OF UNDERSTANDING BETWEEN

THE BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF MONROE

AND

LOCAL #543 OF THE UTILITY WORKERS UNION OF AMERICA AFL-CIO

The Board of County Road Commissioners of the County of Monroe (the Board) and Local #543 of the Utility Workers Union of America AFL-CIO (the Union) agree that the Board will indemnify and hold harmless the Union or any union or ex-union officials against all claims or suits, of any kind, arising from the Letter of Understanding of FEB 21, 1995 regarding C.O.L.A.

LOCAL #543 OF THE UTILITY
WORKERS UNION OF AMERICA,
AFL-CIO: Signed on this 21 day
of February, 1995.

BOARD OF COUNTY ROAD
COMMISSIONERS OF THE
COUNTY OF MONROE: Signed
on this 22 day of February, 1995.

David S. Edwards
Michael J. Miller
Clifford F. Verris
James E. May
Melvin K. Kuehnle
Thomas J. Watake
National Representative

Lloyd D. Manor
Richard Turner
Robert J. Miller
Jeany C. Barlow
Executive Director

We the undersigned as chief negotiators for Local #543 during negotiations resulting in the labor agreement covering the period April 1, 1993 through March 31, 1997, agree to the following statement:

The intent of the C.O.L.A. provisions as bargained and signed in the labor agreement covering the period of April 1, 1993 through March 31, 1997 was and is to provide C.O.L.A. for employees who retired on or after April 1, 1993 as a part of the retirement window and to any other employees who retired thereafter.

Robert L Miller
Robert Miller

Jerry Bartnik
Jerry Bartnik

Samuel W LaFountain
Samuel LaFountain

2/20-95
Date

Michael D Bezeau
Michael Bezeau

LETTER OF UNDERSTANDING
BETWEEN
BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE
AND
LOCAL #543 OF THE UTILITY WORKERS
UNION OF AMERICA AFL-CIO

Under Article X, Section 6 Layoff and Recall, all Local #543 members shall be one unit for the purpose of layoff and recall. Least senior employee to be laid off first, most senior employee to be called back first. Bidding rights are amended to include a 30 day holding period to apply only to mechanic's and the welder, should they bid out of the garage.

LOCAL #543 OF THE UTILITY
WORKERS UNION OF
AMERICA AFL-CIO:

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

Thomas Stymish
Michael J. Hart
James E. Moya
Clifford A. Van
William D. Longford

Richard Turner
Lloyd D. Manor
Robert J. Milke
Jerry C. Bartuch
Executive Director

National Representative

LETTER OF UNDERSTANDING
BETWEEN
BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE
AND
LOCAL #543 OF THE UTILITY WORKERS
UNION OF AMERICA AFL-CIO

Spare trucks will be used as replacements while bid trucks are being repaired or serviced, these trucks will be assigned by the Garage Foreman. These trucks may also be used in snow removal situations, assigned by the Assistant Superintendent. In the event all trucks are utilized for snow removal and a truck breaks down, the least senior employee on a non-bid truck will be bumped off.

LOCAL #543 OF THE UTILITY
WORKERS UNION OF
AMERICA AFL-CIO:

Thomas Styrud
W. G. Hart
James E. May
Clifford A. New

National Representative

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

Richard Turner
Lloyd D. Manor
Robert J. Miller
George C. Bartnick
Executive Director

LETTER OF UNDERSTANDING
BETWEEN
BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE
AND
LOCAL #543 OF THE UTILITY WORKERS
UNION OF AMERICA AFL-CIO

A list of volunteer employee's to perform night snow removal will be posted by November 1st, in the districts of Monroe, Dundee, and Bedford (includes Ida). Employee's who are assigned to these districts and want to volunteer to work in their district shall be given preference to stay in their own district. Employee's from other districts may volunteer for other districts if that district has any openings. Senior employee's will be given their preference first. If any district does not get enough volunteers to fill its night list Management shall fill these vacancies by drafting the least senior Local #543 members, and assign these members to fill these vacancies wherever they exist. Drafted employee's may not bump any volunteers for placement purposes. Mechanic's will not be eligible to sign or be placed on a snow removal list due to the availability to be in the mechanic's garage.

LOCAL #543 OF THE UTILITY
WORKERS UNION OF
AMERICA AFL-CIO:

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

Thomas Stypinski

Richard Turner

Michael J. Hart

Lloyd D. Manor

James E. May

Robert L. Miller

Clifford F. Rein

Jerome C. Bartnick
Executive Director

National Representative

