

EMPLOYER-EMPLOYEE WORKING AGREEMENT

1995 - 1998

Road Commission for Oakland County
and Hourly Employees Union,
Council 25, AFSCME,
Local 92

Effective July 1, 1995 - June 30, 1998



Oakland County Road Commission

“Quality Life Through Good Roads”



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AGREEMENT

This Agreement, entered into this 7th day of February, 1996, between the Road Commission for Oakland County (hereinafter referred to as the "Employer") and Local #92 affiliated with Michigan AFSC&ME Council #25 and the International Union AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in furnishing an essential public service vital to the health, safety and welfare of the citizens of Oakland County.

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.

Purpose and Intent shall not be subject to the Grievance Procedure.

ARTICLE 1. HEADINGS

The headings used in this Agreement and exhibits neither add to nor subtract from the meaning but are for reference only.

ARTICLE 2. GENDER

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

ARTICLE 3. RECOGNITION Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 336 of Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below as follows:

All hourly rated employees excluding supervision, salaried employees, appointed officials and confidential employees.

ARTICLE 4. NON-DISCRIMINATION

This Agreement shall be applied uniformly to all eligible members of the bargaining unit and there shall be no discrimination with respect to conditions of employment. There shall be no discrimination as to age, sex, marital status, race, color or creed, national origin or political affiliation.

ARTICLE 5. MANAGEMENT RIGHTS

Section 1.

The Union and the bargaining unit recognize and agree that the Employer is charged with certain powers, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan which it must assume and discharge and which may not be delegated.

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

ARTICLE 5. MANAGEMENT RIGHTS (Continued)

Section 2.

Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate 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 and update work rules; to establish penalties for violation of such rules; to establish and update policies and procedures; to study and use improved methods and equipment; to manage its affairs efficiently and economically; to determine the quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any service, materials, or methods of operation; to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes, supplies to be used and purchased, 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 make judgments as to ability and skill; to determine fitness for duty; to determine workloads; to establish and change work schedules; to provide and assign relief personnel.

ARTICLE 5. MANAGEMENT RIGHTS (Continued)

Section 4.

The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

Section 5.

Supervisors will continue to occasionally perform work in the bargaining unit as in the past.

ARTICLE 6. NO STRIKES

Section 1.

The Employer shall not lock out employees during the term of this Agreement.

Section 2.

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.

Section 3.

During the term of this Agreement, under no circumstances shall the Union cause or permit its members to cause, nor shall any member of the bargaining unit take part in any strike, sit-down, stay-in, slowdown of work or restriction of production or interference with the operations of the Employer, or any picketing of the Employer. In the event of a work stoppage, other curtailment of production, or picketing, the Employer shall not be required to negotiate on the merits of the dispute that gave rise to the stoppage or curtailment until same has ceased.

ARTICLE 6. NO STRIKES (Continued)

Section 4.

In the event of a work stoppage, picketing or any other curtailment by the Union or the employees covered hereunder during the term of this Agreement, the Union, by its officers and agents, shall immediately declare such work stoppage, picketing or other curtailment to be illegal and unauthorized in writing to the employees and order said employees in writing to stop the said conduct and resume full work. Copies of such written notices shall be served upon the Employer. The Employer shall have the right to discharge any employee who instigates, participates in or gives leadership to any activity herein prohibited.

Section 5.

The employees and the Union further agree that they shall not use the services of outside persons to perform picket duties against the Employer.

Section 6.

An employee in violation of this Article shall have no recourse through this Grievance or Arbitration Procedure and the Union agrees it will not represent members who violate this Article.

ARTICLE 7. WAIVER

Section 1.

The provisions of the Agreement may be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing signed by the parties hereto.

ARTICLE 7. WAIVER (Continued)

Section 2.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 8. SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this contract or any rider which shall be held invalid by law, the remainder of this contract and any riders other than those which have been held invalid shall not be affected.

The parties affected shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands.

ARTICLE 9. AID TO OTHER UNIONS

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

ARTICLE 10. MAINTENANCE OF STANDARDS

The Employer agrees that conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the existing standards in effect at the time of the signing of this Agreement and shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement. Nothing contained herein shall prevent the Employer from making necessary technological improvements or changes in methods.

ARTICLE 11. UNION SECURITY

- (a) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of employment, on or before the 10th day after three months following the beginning of their employment in the unit, to become members of the Union or pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to the Union's regular initiation fee and its regular membership dues. The Employer will notify the Union President of employees hired, rehired, reinstated or transferred into the bargaining unit, by sending a copy of the payroll authorization form at the time of the action.

ARTICLE 11. UNION SECURITY (Continued)

- (b) Employees shall be deemed to be in compliance within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues or service fee.
- (c) Any employee who fails to comply with the provisions set forth above shall, at the request of the Union to the Employer, be discharged from service of the Employer ten (10) days following notification to the Employer.

ARTICLE 12. UNION DUES AND INITIATION FEES

- (a) Dues Check-Off:

The Employer agrees to deduct the Union membership initiation fee and dues, or a like service charge, once each month from the pay of those employees who individually authorize in writing that such deductions be made. All authorizations delivered to the Employer prior to the first day of the month shall become effective during the succeeding month. Check-off monies will be deducted from the first paycheck of each month and shall be remitted together with an itemized statement of the local treasurer as soon as possible during the same month.

- (b) Termination of Check-Off:

An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

Any employee may voluntarily cancel or revoke the authorization for Check-off deduction upon thirty (30) days written notice to the Employer and the Union.

ARTICLE 13. SAVE HARMLESS

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Articles 11 and 12 of this Agreement.

ARTICLE 14. REPRESENTATION Number of Representation Districts

There are eleven (11) Representation Districts within the bargaining unit. The numbers and locations are as follows:

1. District #1 (Milford)
2. District #2 (Davisburg) (George "Bud" Keyser Garage)
3. District #3 (Lake Orion)
4. District #4 (Pontiac) Paul Van Roekel Service Center
5. District #5 Special Services-Forestry (Pontiac) Van Roekel Service Center
6. District #6 Maintenance Garage, Inventory Control/Stockroom and Cold Storage (Pontiac) Paul Van Roekel Service Center
7. District #7 Signs (Pontiac) Paul Van Roekel Service Center
8. District #8 Electrical (Pontiac) Paul Van Roekel Service Center
9. District #9 Buildings and Grounds
10. District #4S (Southfield)
11. District #4T (Troy) Frazer Staman

Any changes in operation districts resulting in an increase or decrease in representation districts will not be made by the Employer without a prior forty-five (45) days notice to the Union. In each instance the Employer, when making such changes, will seek in good faith to devise a plan which will afford the members of the Union fair and adequate representation.

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this Article of the Agreement. This Article shall not be construed as a guarantee of Districts.

ARTICLE 15. STEWARDS AND ALTERNATE STEWARDS

- (a) There shall be one (1) Steward and an Alternate Steward, who will act in the Steward's Absence, in each representation district who shall represent all employees working in that representation district. The Stewards and Alternate Stewards shall be regular employees working in the district they represent. Employees assigned to a representation district location other than the location of the representation district will be represented by the Steward of the representation district they are assigned to. During scheduled overtime periods or scheduled weekend work, the Steward or Alternate Steward, shall be the third (3rd) employee asked to work as long as there is work scheduled in the Steward's Representation District which he/she can perform. Scheduled overtime shall be defined as overtime which is scheduled by the Employer during the regular shift preceding the overtime work. Work assigned that is of one hour or less, prior to the beginning of the regular shift and assignments up to two and one-half hours to complete work started during the regular shift, shall not be considered as scheduled overtime.
- (b) During unscheduled periods of overtime, the Steward or Alternate Steward, as the case may be, shall be the third (3rd) employee called. If the Steward or Alternate Steward is working and if the Employer calls employees from home, the Employer will not be obligated to call the Steward or Alternate Steward as third (3rd) employee. If the Steward or Alternate Steward is sent home for any reason, the Employer will replace that Steward or Alternate Steward with the off duty Steward or Alternate Steward. When Stewards or Alternate Stewards lose their Steward position(s) their overtime hours will be averaged with other employees in their respective classifications.
- (c) The Stewards, during their working hours without loss of time or pay, may, in accordance with the Articles, investigate to obtain the facts and present grievances or appeals of discharge and discipline to the Employer upon making a request to the Superintendent. The total time shall be limited to no more than two (2) hours unless an extension has been granted by the Director of Personnel or a designated representative.

ARTICLE 15. STEWARDS AND ALTERNATE STEWARDS (Continued)

(c) (Continued)

The Superintendent will grant permission as soon as possible but, in any event, not later than the next regular scheduled working day and provide sufficient time to the Stewards to leave their work for these purposes. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievance and will not be abused; the Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances and appeals as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

(d) When the Winter Maintenance alternate shift is in effect, a temporary Steward may be appointed by the Union for the purpose of representation only. Temporary Stewards shall not receive any other Steward's rights.

(e) When overtime is required for employees working on the day shift in District 9, the Employer will, subject to subsections (a) (b), call or schedule the day shift steward. When overtime is required for employees working on the afternoon shift in District 9, subject to subsections (a) and (b), the Employer will call or schedule the afternoon steward.

ARTICLE 16. SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the Local President and Director of Personnel upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2), but not more than four (4), representatives of the Local Union. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Within five (5) working days following receipt of a Special Conference request, the parties will arrange for a mutually convenient date, time and place for the meeting. Matters taken up in Special Conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such Special Conferences. This meeting may be attended by a representative of the Council or a representative of the International Union.

ARTICLE 17. GRIEVANCE PROCEDURE

A grievance under this Agreement is a dispute, claim, or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit.

Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly Grievance Procedure is necessary, agree that each step must be adhered to as set forth herein.

A. Step 1

- (a) The employee shall first discuss the potential grievance with district supervision, and, if requested, a Union Steward will be present for the oral discussion.
- (b) The Employee will be allowed to discuss the grievance with the Steward of the district at the beginning and/or end of the shift. (Total time utilized by Stewards for this purpose shall not exceed one-half (1/2) hour per day.)

B. Step 2

- (a) If the grievance is not settled in Step 1, the Steward may present the grievance in written form to the District Superintendent; the written form shall be signed by both the employee and the Steward. The grievance must be presented in writing to the District Superintendent within fifteen (15) calendar days after its occurrence in order to be a proper matter for consideration under Step 2 or any subsequent steps of this Grievance Procedure. Extensions not to exceed ten (10) calendar days will be granted where the aggrieved employee has been on sick leave or vacation leave.
- (b) The District Superintendent shall, within five (5) working days, answer the grievance in writing, to the District Steward, with a copy to the President of the Local Union.

ARTICLE 17. GRIEVANCE PROCEDURE (Continued)

C. Step 3

- (a) If the grievance is not settled at Step 2, the matter may be referred to the Local President who may, within seven (7) working days after the answer provided for in Step 2 (b) above, submit a written appeal stating the known facts to the Director of Personnel or a designated representative. The Director of Personnel or a designated representative shall arrange for a meeting, to be held within seven (7) working days from the date the written appeal is received, between not more than four (4) representatives of the Local Union (not more than two (2) from any Representation District) and representatives of the Employer. The Local Union representatives and the Employer's representatives shall meet at the times and places designated and shall discuss the appealed grievance.
- (b) The Local Union President or the designated representative or the Chief Steward shall be allowed time off the job without loss of time or pay to investigate to obtain facts, a grievance that has been referred to the President after completion of Step 2. The District Superintendent will grant the Local Union President or designated representative or the Chief Steward permission to leave work for such purpose but not to exceed a combined total of eight (8) hours per week accumulative for the current month. Additional time will be granted without pay.
- (c) The Local Union representatives may meet at a place designated by the Employer on the Employer's property for one-half (1/2) hour immediately preceding any meeting provided for in this Step of the Grievance Procedure.
- (d) The Director of Personnel or the designated representative shall make an answer in writing to the grievance and shall forward the said answer to the Local Union President within seven (7) working days after the meeting provided for in Step 3 (a) above.

ARTICLE 17. GRIEVANCE PROCEDURE (Continued)

D. Step 4. Pre-Arbitration Panel

- (a) If the answer provided for in Step 3 (d) above is not satisfactory to the Local Union and the Local Union believes that the answer should be appealed, it may refer the grievance to the Council Representative. The Representative of the Council and/or the International Union will review the matter and shall, within thirty (30) days after the answer referred to in Step 3 (d) above, appeal the grievance to a pre-arbitration panel.
- (b) The pre-arbitration panel shall be composed of no more than three representatives of the Employer and no more than three representatives chosen by the Union. The Employer may also have its' labor counsel in attendance and the Union may also have a representative from Council 25 in attendance.
- (c) The purpose of the pre-arbitration meeting is to make one last attempt to settle the grievance on a local level before going to an outside third party and expending the funds for the arbitration process.
- (d) The members of the pre-arbitration panel shall arrange for a meeting or meetings to discuss the particular grievance within ten (10) working days after receipt of the Union's written appeal. In the event the panel disposes of the matter, it shall cause its disposition to be reduced to writing and signed by all members of the panel and submitted to the Managing Director and the Local Union. If, after sixty (60) calendar days from the pre-arbitration panel meeting, the matter has not been settled or submitted to the American Arbitration Association, it shall be settled on the basis of the Employer's last answer.

E. Step 5. Arbitration

- (a) Request for arbitration by either party shall be made by written notice to the other party within 15 calendar days of the Step 4 answer being given or due as the case may be. Within 30 calendar days of receipt of appropriate notice of intent to arbitrate, the parties shall attempt to select an Arbitrator on an ad hoc basis. In the event the parties are unable to mutually agree upon an Arbitrator, the moving party shall then

ARTICLE 17. GRIEVANCE PROCEDURE (Continued)

E. Step 5. Arbitration (Continued)

(a) (Continued)

submit the matter to the American Arbitration Association. Submission to the American Arbitration Association can be made no later than 30 calendar days after the parties have attempted and failed to mutually select an ad hoc Arbitrator.

(b) Any Arbitrator selected shall have only the functions set forth herein. The Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplemental Agreement. The Arbitrator shall have no power to establish wage schedules or rates or to change any rate unless it is provided for in this Agreement.

(c) The fees and approved expenses of an Arbitrator will be paid by the parties equally. The Employer will pay for actual lost wages at the regular rate of pay for two (2) employee Union representatives, chosen by the Union, for attending arbitration hearings during normal working hours.

(d) The arbitrator's decision shall be final and binding on the Union and the Employer and the employees.

F. Withdrawal of Cases

(a) A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated for good cause within one month from date of withdrawal, the grievance shall not be reinstated.

Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

ARTICLE 17. GRIEVANCE PROCEDURE (Continued)

F. Withdrawal of Cases (Continued)

- (b) After a case has been referred to the pre-arbitration panel, the case may not be withdrawn by either party except by mutual consent.

G. Computation of Back Wages

No claim for back wages shall exceed the amount of wages the employee would otherwise earn at his regular rate less any unemployment compensation and/or any compensation received for employment obtained subsequent to removal from the payroll.

H. Time of Appeals

Any answer not appealed from within the time specified in the particular step of the Grievance Procedure, shall be considered withdrawn on the basis of the last answer and not subject to further review unless time limits are mutually extended in writing. If the grievance is not answered by the Employer within the specified time limits, it shall be moved to the next step of the Grievance Procedure.

I. Resolution of Grievances

Any and all grievances resolved at any step of the grievance procedure, as contained in this Agreement, shall be final and binding upon the Employer and the Union.

ARTICLE 18. DISCHARGE AND DISCIPLINE

- (a) If any seniority employee is discharged or receives an oral reminder, a written reminder or a decision making leave, the Steward of the district or the Union representative shall be present at the time such discipline is issued to the employee. A written record of this action will be forwarded to the Steward of the district as soon as possible, but in any event, within the next regularly scheduled working day following the meeting in which the disciplinary action was issued.

The discharged or disciplined employee will be allowed to discuss the discharge or discipline with the Steward of the district or the Union representative for not more than ten (10) minutes and the Employer will make available an area where they may do so.

- (b) The Supervisor shall have the right to implement a crisis suspension without a Union representative being present. The Union Steward will be verbally notified of the crisis suspension before the end of the workday in which the suspension was issued.

(c) Appeal of Discharge or Discipline

Should the discharged or disciplined employee consider the discharge or discipline to be improper, a complaint signed by the employee and the Steward shall be presented in writing through the Steward to the Employer within five (5) regularly scheduled working days after receiving the written notice of discharge or discipline. The Employer will review the discharge or discipline and give its answer to the Steward within five (5) regularly scheduled working days after receiving the complaint, with a copy to the employee and the Local Union President. If the decision is not satisfactory to the Local Union, the matter shall be referred to the Grievance Procedure at Step 3.

ARTICLE 18. DISCHARGE AND DISCIPLINE (Continued)

(d) Use of Past Record

In imposing any discipline on a current charge, the Employer will not take into account an employee's past record when applying the Positive Discipline Program as follows:

1. "Oral Reminders" six (6) months provided there is no reoccurrence.
2. "Written Reminders", nine (9) months provided there is no reoccurrence.
3. "Decision Making Leave", twelve (12) months provided there is no reoccurrence.

(e) The Employer shall pay wages and benefits to a discharged employee, accrued under this contract, at the next regular payroll date.

ARTICLE 19. SUPPLEMENTAL EMPLOYMENT

Employees covered by this Agreement shall not engage in supplemental employment where there is a conflict of interest.

ARTICLE 20. SENIORITY

(a) New employees hired in the unit shall be considered probationary employees for the first six calendar months of their employment. The six month probationary period shall be accumulated within not more than one (1) year. When an employee finishes the probationary period, by accumulating six months of employment within not more than one (1) year, the name shall be entered on the seniority list of the unit and shall rank for seniority from the day six months prior to the day of completion of the probationary period. There shall be no seniority among probationary employees.

ARTICLE 20. SENIORITY (Continued)

- (b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 3 of this Agreement, except discharged and disciplined employees for other than Union activity.
- (c) Probationary employees are eligible for the following fringe benefits:
1. Hospital Medical Coverage after completion of the ninety day period and in accordance with Article 46; excepting that the Employer agrees that any employee hired into the bargaining unit may apply for Hospital Insurance Coverage at an equal expense of the employee and the Employer to be effective the first of the month following thirty days continuous service and the employee will be charged one-half of the cost of this coverage and it will be deducted from the employee's check in accordance with the employee's application for Hospital Medical Coverage and the terms of the Hospital Medical Coverage Agreement (Article 46).
 2. Sick Leave. All probationary employees are eligible to use any accumulated sick leave after a period of ninety days continuous service. The use of any such sick leave shall be in accordance with the sick leave provisions (Article 41).
 3. Holidays. The probationary employee shall be eligible for paid holidays occurring during the probationary period except that such holidays will be limited to those holidays which have occurred after the probationary employee has acquired thirty days continuous service.
- (d) Temporary employees, commonly referred to as students, may be employed for one hundred and twenty (120) days during the period from April 1 to October 31 of each year, and the number of such temporary employees working at one time shall not exceed thirty (30). The provisions of the collective bargaining agreement shall not apply to these temporary employees.

ARTICLE 20. SENIORITY (Continued)

- (e) Should there be a layoff of hourly employees during the term of this working agreement while hourly students are employed, the hourly students shall be laid off first before laying off seniority hourly employees.
- (f) When two (2) or more employees are hired on the same date, the order in which their names will appear on the seniority list will be determined by the date and time that they take their pre-employment physical.

ARTICLE 21. SENIORITY LISTS

- (a) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
- (b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- (c) The Employer will keep the seniority list up to date at all times and will provide the Local Union President and Stewards with up-to-date copies at least every six (6) months.
- (d) Seniority shall be on a Commission-wide basis, in accordance with the employee's last date of hire.

ARTICLE 22. LOSS OF SENIORITY

An employee shall lose seniority for the following reasons only:

- (a) The employee quits or receives regular retirement.
- (b) The employee is discharged and the discharge is not reversed through the Grievance Procedure.

ARTICLE 22. LOSS OF SENIORITY (Continued)

- (c) The employee is absent for three consecutive working days without notifying the Employer. In proper cases, exceptions may be made by the Employer. After such absence, the Employer will send written notification to the employee at his last known address that the employee has lost seniority and employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.
- (d) If the employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.
- (e) Return from sick leave and leaves of absences will be treated the same as (c) above.

ARTICLE 23. SHIFT PREFERENCE

- (a) Shift preference will be granted on the basis of seniority within the classification County-wide. In proper cases, exceptions may be made by agreement of the Employer and the Union. The transfer to the desired shift will be affected within two (2) weeks following the end of the current pay period within which the written request was made.
- (b) The exercise by employees of their seniority for the purpose of shift transfer shall be limited to two (2) occasions per year unless additional transfers of this type are permitted by agreement of the Employer and the Union.
- (c) Employees who are to be bumped or transferred from one shift to another will be given at least five (5) working days notice.

ARTICLE 24. SENIORITY OF STEWARDS AND ALTERNATE STEWARDS

Notwithstanding their position on the seniority list, Stewards and Alternate Stewards shall, in the event of a layoff, transfer and/or shift change of any type be continued at work as long as there is a job in their district which they can perform with no additional training and shall be recalled to work in the event of a layoff on the first open job in their district which they can perform with no additional training. With the exception of Trial Periods, Stewards and/or Alternate Stewards will lose their Steward's positions should they leave their representation district for any reason.

ARTICLE 25. SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the President, Vice-President, Recording Secretary and Chief Steward of the Local Union shall, in the event of a layoff, be continued at work at all times, provided they can perform any of the work available with no additional training.

ARTICLE 26. SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and the Council and/or International Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union.

ARTICLE 27. LAYOFF DEFINED

- (a) The word "layoff" means a reduction in the working force.
- (b) If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a Commission-wide basis. Seniority employees will be laid off according to seniority as defined in Article 20 providing the remaining employees can perform the available work with no additional training.
- (c) Grievances pertaining to layoff shall be a proper matter for the pre-arbitration step of the Grievance Procedure.

ARTICLE 27. LAYOFF DEFINED (Continued)

- (d) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Local Union President shall receive a list from the Employer of the employees to be laid off on the same date the notices are issued to the employees.

ARTICLE 28. BUMPING

When there is a reduction in the work force in any classification, district or in the event there is a reduction in the work forces on a Commission-wide basis, the following seniority procedures will apply for transferring affected employees:

1. The employee may exert his seniority in the same classification in other districts providing he can perform the work with no additional training.
2. The employee may revert to the immediately previously held classification on a seniority basis providing he can perform the work with no additional training.
3. The employee may remain in his present district by bumping any lower seniority employee in the district providing he can perform the work with no additional training and he possesses sufficient seniority.
4. If the employee does not have any of the above options, the employee may bump any lower seniority employee in the unit providing he can perform the work and he possesses sufficient seniority.

If the employee does not exercise one of the above options, the employee will be placed on a voluntary layoff fourteen (14) days after receiving notice for failure to bid on and receive any open position for which the employee is qualified. The above procedure shall apply to an employee whose job has been discontinued or transferred to another representational district.

ARTICLE 29. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority as defined in Article 20, providing the employee can perform the available work with no additional training. Notice of Recall shall be sent to the employee at his last known address by registered or certified mail.

The employee must inform the Employer of intentions to return to work within five (5) working days and report to work within ten (10) working days from the date of notice. If the employee fails to notify the Employer within five (5) working days of intentions to return to work and report to work within ten (10) working days from the date of notice, employment will be terminated. An extension not to exceed ten (10) working days shall be granted by the Employer in proper cases.

ARTICLE 30. TRANSFERS

- (a) If an employee is transferred to a position with the Employer not included in the unit and is thereafter transferred again to a position within the unit, the employee shall have accumulated seniority while working in the position to which the transfer was made. Employees transferred under the above circumstances shall initially be returned to the laborer classification and shall retain all rights accrued for the purpose of any benefits provided for in this Agreement, however, shall not be qualified for promotion on any posted job vacancy for 90 days after having been transferred back into the bargaining unit.
- (b) An employee transferred into the bargaining unit who was not originally in the unit shall have seniority from the last date of hire for everything under this Agreement, except for seniority for promotions, job transfer, layoff and recall, which shall be as of the date the employee is transferred into the unit.
- (c) If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority. Location exchange will be considered in such cases.

ARTICLE 30. TRANSFERS (Continued)

- (d) The Employer agrees that any transfer of employees not covered in this Article will be discussed with the Union in order to provide for the protection of the seniority of the employees involved.
- (e) When a transfer occurs in accordance with Article 30 (c), the employee shall have at least five (5) calendar days notice.

ARTICLE 31. PROMOTIONS

- (a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days in a conspicuous place in each garage. Employees interested shall apply within the seven (7) calendar day posting period. The Employer will review the qualifications of the applicant with the most seniority and, if the employee is determined to be qualified, other applicants will not be interviewed and a trial period consisting of not more than four (4) weeks, will be granted to the senior applicant to determine:
 - (1) The employee's desire to remain on the job;
 - (2) The employee's ability to perform the job.

In the event the applicant with the most seniority is denied the promotion, reasons for denial shall be given in writing to such employee with a copy to the Union. The Employer will then proceed to interview the next most senior applicant to determine if said applicant is qualified and this process will be repeated until all employee applicants have been interviewed or the position is filled, whichever comes first.

ARTICLE 31. PROMOTIONS (Continued)

- (b) During the four week trial period, the employee shall have the opportunity to revert back to the employee's former classification. If at any time during the term of the trial period it is determined that the employee is obviously unable to perform the operations, the employee shall be transferred back to the former classification. At the completion of the trial period, if it is determined that the employee is unable to satisfactorily perform the operation, the employee shall be transferred back to the former classification. Notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the third step of the Grievance Procedure.
- (c) During a trial period employees will receive the rate of the job they are performing. During the trial period, the employee shall be called for overtime in the former classification and district.
- (d) Such promotion may result in the employee receiving a higher hourly rate, the same hourly rate, or a lower hourly rate.
- (e) Any employee shall have the right to bid on any job vacancy posted in accordance with (a) of this Article. An employee may not abuse the bid procedure and any perceived abuse will be subject to a special conference.
- (f) Any employee who has been promoted to a classification with the same hourly rate or to a classification with a lower hourly rate within that employees representation district, shall not be qualified for promotion on any posted job vacancy for a period of twelve (12) calendar months from and after the date of the promotion.
- (g) Any employee who has been promoted to a classification with the same hourly rate or to a classification with a lower hourly rate in another district and has been transferred to that district shall not be qualified for promotion on any posted job vacancy which would result in being promoted or transferred to another representation district for a period of

ARTICLE 31. PROMOTIONS (Continued)

(g) Continued

twenty-four (24) calendar months from and after the date of his promotion; provided, however, such an employee would not be disqualified from bidding on a posted job vacancy if the promotion would not result in his being transferred to another representation district.

(h) Seniority employees who are disqualified from promotion on a job vacancy in accordance with subparagraphs (f) and (g) above will be considered for promotions in accordance with paragraph (a) of this Article, if no other seniority applicants have filled the vacancy.

(i) The above provisions shall pertain to all promotions, and exceptions shall be made only mutual agreement between the Employer and the Union.

(j) A one (1) week trial period, to determine a desire to remain on the job, will be granted to an employee who has successfully bid on the same job within his/her classification as he/she is presently performing or has performed within the past one (1) year.

(k) Employees in Representation District #6 (classified as Mechanics), Representation District #9 (classified as Carpenter) and Representation District #8 (classified as Electrician, Solid State Electrician, Apprentice Electrician, Electrician Trainee) shall not be allowed to bid on winter alternate shift openings.

(l) Seniority employees who are disqualified from promotion on a job vacancy in accordance with subparagraphs (f) and (g) above will be considered for promotions in accordance with paragraph (a) of this article if they are bidding for a job in lieu of exercising their bumping options. Seniority employees who are disqualified from promotion on a job vacancy in accordance with subparagraphs (f) and (g) will no longer be considered frozen if their jobs are discontinued by the Employer and the employees are forced to use the bumping procedure.

ARTICLE 32. VETERANS

- (a) Reinstatement of Seniority Employees. Any employee who enters into active service in the armed forces of the United States, upon the termination of such service shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event, he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, and provided he reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge for not more than two years.
- (b) Except as herein before provided, the re-employment rights of employees will be limited by applicable laws and regulations.
- (c) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Road Commission when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except in the case of an emergency.
- (d) Employees who are/were reinstated in accordance with the Universal Military Training Act, as amended, will be granted leave of absence for a period not to exceed a period equal to their seniority in order to attend school full-time.

ARTICLE 33. UNPAID LEAVES OF ABSENCE

Any request for an unpaid leave of absence shall be submitted in writing by the employee to the Employer at least thirty (30) days prior to the unpaid leave except in emergencies. The request shall state the reason for the unpaid leave of absence and the length of time of same.

Employees may be eligible for unpaid leaves of absence after their probationary period is completed. Unpaid leaves of absence for a limited period, not to exceed six months, will be granted by the Employer for a reasonable purpose, providing the work force is at a level sufficient to maintain efficient operations. Such unpaid leaves of absence may be extended or renewed by the Employer for a reasonable period. Employees shall not be entitled to any fringe benefits while on unpaid leave, unless the leave is granted under the Family Medical Leave Act. Employees on unpaid leave shall accrue seniority.

At the expiration date of an unpaid leave of absence, if an employee wishes to return, they will be returned to a job of like seniority, classification and pay. Any request for an unpaid leave of absence shall be answered within twenty (20) working days.

ARTICLE 34. UNPAID LEAVE FOR UNION BUSINESS

Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leave of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with like seniority status and pay.

ARTICLE 35. WORKING HOURS Shift Premium and Hours

- (a) Employees, excluding Watchmen, who work on the second or third shift shall receive, in addition to their regular pay for the pay period thirty (30) cents per hour and forty (40) cents per hour, respectively, additional compensation.
- (b) The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least seven calendar days.
- (c) All employees are expected to be at their regularly assigned garage at their scheduled starting time. Prompt notice should be given to the District Superintendent if an employee is unable to report to work.
- (d) The regular working shift for nearly all employees shall be from 7:30 a.m. to 3:30 p.m. A paid lunch period, not to exceed twenty (20) minutes, shall normally begin at 12:00 noon. In other cases it is the intent to provide for the lunch period no earlier than 11:30 a.m. or later than 12:30 p.m. In the event a vacancy occurs in the Stock Clerk position after the ratification of this agreement, the parties agree that the Employer may designate 8:30 a.m. to 4:30 p.m. as the hours of work for one Stock Clerk position. The qualified employee successfully bidding on this vacancy will fill the 8:30 a.m. to 4:30 p.m. shift.
- (e) Employees may take a break for not more than 15 minutes beginning at 9:30 a.m. or two (2) hours after the beginning of the shift. Any deviation from that time must have prior approval of district supervision for each occurrence. No employee may leave the immediate work site during said break.
- (f) Employees will be given the necessary time prior to punching out to wash up.
- (g) An employee reporting for emergency duty shall be guaranteed three (3) hours pay at the rate of time and one-half, provided the employee is sent home within three (3) hours of the time he reported.

ARTICLE 36. TIME AND ONE-HALF

Time and one half will be paid as follows:

- (a) Employees will be guaranteed a regular eight hour shift. Any hours worked other than the regular eight hour shift will be paid at the rate of time and one-half.
- (b) Time and one-half will be paid for Sundays and Saturdays, as such, except when a shift starts on Friday and continues into Saturday, provided that hours in excess of eight per day or forty per week on such shift will be paid at time and one-half.

ARTICLE 37. HOLIDAY PROVISIONS

- (a) The paid holidays are designated as:

New Year's Day	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving
Good Friday	December 24th
Memorial Day	December 25th
Fourth of July	December 31st
Labor Day	

- (b) An employee shall receive double time for all hours worked on any of the above designated holidays.
- (c) Watchmen provisions for double time will be paid in accordance with Article 60, Watchmen Provisions.
- (d) An employee will not receive holiday pay for the designated holiday if he is absent without leave the scheduled work day preceding the holiday or the scheduled work day following the holiday, providing that such days fall within the same week as the holiday.
- (e) Whenever one of the designated holidays falls on Saturday, the immediately preceding Friday shall be the day employees do not normally work and the day they receive the eight (8) hours of holiday pay.
- (f) Whenever one of the designated holidays falls on Sunday, the immediately following Monday shall be the day the employees do not normally work and the day they receive the eight (8) hours of holiday pay.

ARTICLE 38. VACATION

(a) An employee will earn credit toward vacation with pay in accordance with the following schedule:

<u>Length of Service</u>		<u>Day of Vacation Earned</u>		<u>Maximum Accumulation</u>
<u>From</u>	<u>Through</u>	<u>Per Pay</u>	<u>In 12 mos.</u>	
0 years	4 years	.384	10 days	15
5 years	10 years	.577	15 days	22.5
11 years	15 years	.615	16 days	24
16 years	17 years	.654	17 days	25 5
18 years	18 years	.692	18 days	27
19 years	19 years	.731	19 days	28.5
20 years	and up	.769	20 days	30

While the amounts earned per pay period do not appear to add up exactly to the amounts earned in a twelve (12) month period, the computer which does the accumulating automatically corrects for this once a year. The maximum accumulation is based on one and a half years' worth of annual leave earnings; however, when the maximum accumulation of annual leave is reached, additional service will not earn vacation either for immediate or future use until the accumulation is below the maximum.

(b) Vacations will be granted in one (1) week intervals at such times during the year as suitable considering both the wishes of the employees and efficient operation of the department concerned. Exceptions to the one (1) week interval may be allowed when operations permit, provided the employee makes a request at least four (4) working days prior to the desired leave. Exceptions to the one (1) week interval may also be allowed for valid emergencies.

ARTICLE 38. VACATION (Continued)

One or before March 15, the District Superintendent will obtain from the employees their preferences as to vacation period and shall not later than April 15, establish a workable vacation schedule. In establishing such schedules, the Employer will respect the wishes of the employees as to the time for taking their vacation insofar as the needs of the Employer will permit. Order of choice of vacation shall be by seniority in the district.

When an Employer's designated holiday occurs during an employee's vacation, vacation accumulation shall not be deducted for that day.

A vacation may not be waived by an employee and extra pay received for work during that period.

Employees on sick leave with pay, other than extended sick leave, shall continue to accumulate vacation days, and shall be allowed a reasonable length of time to take a vacation if maximum was reached or exceeded during the sick leave.

If an employee has reason to use sick leave during a vacation and if such sick leave is documented by a physician's written statement, such time may be deducted from an employee's sick leave accumulation instead of from the vacation accumulation.

ARTICLE 39. PAY ADVANCE

- (a) If a regular pay day falls during an employee's vacation, the employee may receive that check in advance before going on vacation by turning in R.C.O.C. form #230, Special Pay Request, at least five (5) working days prior to the scheduled vacation.
- (b) If an employee is laid off or retires, the employee will receive any unused vacation credit including that accrued in the current calendar year.
- (c) Rate During Vacation. Employees will be paid their current rate based on an eight hour day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 40. UNION BULLETIN BOARDS

- (a) The Employer will provide bulletin boards in each garage which may be used by the Union for posting notices of the following types:
- (1) Notices of recreational and social events.
 - (2) Notices of elections.
 - (3) Notice of results of elections.
 - (4) Notices of meetings.
- (b) A copy of notices will be forwarded to the Employer.
- (c) The bulletin boards shall not be used by the Union for disseminating propaganda and, among other things, shall not be used by the Union for posting or distributing pamphlets of political matters. The Union shall have the exclusive right to the use of these bulletin boards.

ARTICLE 41. SICK LEAVE

- A. Employees shall accumulate and be credited with thirteen work days of sick leave with pay per year, to be credited at the rate of one-half day for each completed bi-weekly payroll period. There is no limit on the number of days that may be accumulated.
- B. Sick leave shall be available for use by seniority employees for the following purposes:
- (1) Acute personal illness or incapacity over which the employee has no reasonable control.
 - (2) Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
 - (3) Medical and dental extractions or treatment to the extent of time required to complete such appointments.

ARTICLE 41. SICK LEAVE (Continued)

- C. All employees shall accumulate sick leave from the date they are hired; probationary employees can accumulate sick leave, but cannot receive sick leave pay, funeral leave pay, or injury leave pay, until the completion of ninety (90) days continue service.
- D. A seniority employee who suffers injury compensable under the Workers' Compensation Act shall be paid the difference between his regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave on a prorated basis to the nearest one-tenth of a day.
- E. Employees who have exhausted their sick leave credit, and are still unable to return to work may be paid for any unused vacation credits.
- F. Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.
- G. Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty or who enlist in the Armed Forces during a declared National emergency shall, upon re-employment by the county, have available any unused sick leave previously earned, provided that such re-employment takes place within within ninety (90) days after discharge or release from active duty in the Armed Forces.
- H. An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He cannot be paid for both on the same day nor will he be charged for a day of sick leave.
- I. An employee who transfers from one district to another shall transfer with him any unused sick leave.
- J. Employees on leave of absence without pay, on sick leave or injury leave shall not accumulate sick leave during such period.

ARTICLE 41. SICK LEAVE (Continued)

- K. Employees who regularly work less than full-time shall accumulate sick leave at the established rate, prorated according to the average number of hours worked per day.
- L. Each District Superintendent shall be responsible for reviewing employee requests for sick leave and determining their validity. He may, with reference to the needs of his district, require prompt and daily notification from his employees of the necessity for taking sick leave. Prior notification should be provided by the employee whenever possible. An employee shall provide the report of a medical doctor or a doctor of Osteopathy or a doctor of Chiropractic for any illness extending for three consecutive work days or more. He shall refuse to allow use of sick leave where there is insufficient evidence to support the employee's claim, or where he believes the employee has not exercised reasonable effort to promptly notify the department of his absence.
- M. All payments for sick leave shall be made at the full current rate of pay for each illness.

In the case of "on the job injures," Sick Leave, D, will apply and full pay is assured the employee. The current work day is assumed to be eight hours for all hourly employees except the Watchmen. No employee can draw more than eighty (80) hours sick leave during a pay period. A regular work day is any day which an employee is regularly scheduled to work, but does not include make up days.

- N. After the second pay period in April each year, an employee with over one hundred (100) days of accumulated sick leave will be given the choice of either leaving it to his credit or taking payment for all accumulated days over one hundred (100) at the rate of one-half pay. The annual cash payment will be paid at the rate the employee is earning during his second pay period in April of each year.

At death or retirement an employee or his representatives will receive one-half pay for all accumulated sick leave regardless of how much or how little it is. An employee who resigned or is discharged after five years of service will be paid one-quarter of his unused sick leave, said payment not to exceed twenty-five days, if at least two weeks notice is given.

ARTICLE 41. SICK LEAVE (Continued)

- O. Any claim for full sick leave pay after the first three (3) days must be substantiated by written evidence signed by a Medical Doctor or Doctor of Osteopathy or a Doctor of Chiropractics, the employee and the District Superintendent. Falsification of such evidence shall be cause for dismissal.
- P. An employee sustaining an on-the-job injury during his/her regular shift, who is directed by the Employer to attend a clinic or medical facility during the employee's work day, will receive straight time pay for the time in attendance. Such pay shall not extend beyond the employee's regular work day. If directed to a clinic or medical facility during overtime hours, an employee will receive overtime pay for time in attendance, not to exceed two (2) hours.

ARTICLE 42. EXTENDED SICK LEAVE

When an employee is on approved sick leave or an employee receiving Workers' Compensation has exhausted all accumulated sick leave, the employee shall receive extended sick leave benefits equal to 50% of base pay not including overtime or longevity for a maximum period of fifty-two (52) weeks.

- (a) Employees must have completed six months of employment before becoming eligible for this coverage.
- (b) Benefits are integrated with Workers' Compensation so that if an employee is receiving less than 50% of base pay from Workers' Compensation and qualified for extended sick leave benefits, the Employer will pay the difference in amount to 50% of base pay. If an employee is receiving 50% of base pay or more from Workers' Compensation, no extended sick leave benefits will be paid.
- (c) Benefits are integrated with Social Security disability so that if an employee is receiving less than 50% of base pay from disability Social Security and qualified for extended sick leave benefits, the Employer will pay the difference in amount to 50% of base pay. If an employee is receiving 50% of base pay or more from Social Security, no additional benefits will be paid.

ARTICLE 42. EXTENDED SICK LEAVE (Continued)

- (d) Successive periods of disability due to the same condition are considered one period of disability if they are separated by fewer than one hundred twenty (120) days worked.

ARTICLE 43. FUNERAL LEAVE

- A. If a death occurs among the members of an employee's immediate family or household, the employee may be granted up to three (3) days leave with pay which will not be charged to his sick leave.
- B. Definition of Immediate Family: The immediate family is defined as spouse, son, daughter, brother, sister, son-in-law, daughter-in-law, employee's grandmother, grandfather or the father or mother of either employee or spouse. Additional leave may be granted in special cases subject to the approval of the Employer.
- C. If a death occurs among the relatives of an employee, the employee may be granted one day's leave with pay which will not be charged to sick leave.
- D. Definition of Relatives: The relatives are defined as grandson, granddaughter, brother-in-law and sister-in-law or spouse's grandmother or grandfather.
- E. Employees who wish to attend the funeral of a fellow employee or former employee may do so but without pay. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

ARTICLE 44. PERSONAL LEAVE

Seniority employees shall be entitled to three personal leave days per year to be deducted from accumulated sick leave.

Personal leave days are not cumulative from year to year and must be taken in full day increments. For valid emergencies, a District Superintendent may approve the use of Personal leave in less than full day increments. Prior notice should be given.

ARTICLE 45. LONGEVITY PAY

A. Longevity pay will be paid to hourly employees hired prior to January 9, 1978 according to the following schedule based on years of service as an employee of the Road Commission for Oakland County:

7 to 10 years-----	2%
10 to 13 years-----	4%
13 to 16 years-----	6%
16 to 19 years-----	8%
19 years or more-----	10%

B. An employee will become eligible for the first level of longevity pay on the seventh anniversary of his date of employment and for subsequent higher levels after completion of the required years of service, as the case may be.

C. During the first year of eligibility for longevity pay, the time used for computing the amount of longevity pay will be prorated from the employee's anniversary date to September 30th of the year the longevity is to be paid.

ARTICLE 45. LONGEVITY PAY (Continued)

D. At succeeding higher levels of longevity, the percentage for longevity pay will be prorated for the first year of the percentage change, between the former percent prior to the anniversary date and the new percent after the anniversary date to September 30th of the year the longevity is to be paid.

E. For employees hired after January 9, 1978, longevity pay will be as follows based on continuous years of service with a maximum amount of \$600.00: An employee's earned continuous years of service prior to a layoff will be maintained during the employee's layoff. Additional service credit will not accrue during the layoff.

6 years -----	\$200.00
7 years -----	\$250.00
8 years -----	\$300.00
9 years -----	\$350.00
10 years -----	\$400.00
11 years -----	\$450.00
12 years -----	\$500.00
13 years -----	\$550.00
14 years or more -----	\$600.00

ARTICLE 46. HOSPITALIZATION MEDICAL COVERAGE

The Employer agrees to pay the full premium for hospitalization medical coverage for seniority employees and families, the plan to be Administrative Service Contract with Blue Cross/Blue Shield, Equivalent to MVF-1, Semi-Private, ML and D. with a \$5.00 Prescription Drug Rider. The prescription drug co-payment shall be \$3.00 for employees utilizing the "Perry Prescription Drug Plan" or equivalent selected by the Employer. No prescription co-payment

ARTICLE 46. HOSPITALIZATION MEDICAL COVERAGE (Continued)

will be necessary for employees using the Employer's designated mail order service. Any second admission for substance abuse treatment shall be through an Employer-selected case management. There shall be no coverage under Hospitalization or Major Medical for any third or subsequent admission(s) for substance abuse treatment. In the event a change in the insurance carrier is desirable, the Union and the Employer must be in agreement that the coverage is substantially equivalent. The deductibles are not eligible for recovery under the Major Medical coverage. Employees eligible for hospitalization medical coverage, in accordance with this Article, may elect to be covered in accordance with the terms and conditions of a Health Maintenance Organization in the Oakland County area or Blue Cross/Blue Shield PPO Plan. The Employer shall contribute no more for health benefits for an employee electing Health Maintenance Organization or PPO coverage than the Employer is required to provide for the MVF-1 Blue Cross/Blue Shield coverage. Any employee electing to be covered by a Health Maintenance Organization or PPO plan must present the Employer, a signed authorization authorizing the Employer to transmit the appropriate premium to the health care provider. In no event will the Employer be obligated to pay any compensation to an employee where the Health Maintenance Organization or PPO monthly premium costs are less than those contributed by the Employer to the Blue Cross/Blue Shield Plan. Any employee electing to transfer from Blue Cross/Blue Shield hospitalization insurance coverage to health care coverage under an HMO or PPO, must notify the Employer in writing of this intent.

ARTICLE 47. MAJOR MEDICAL EXPENSE INSURANCE

The Employer agrees to pay the full premium for seniority employees and dependents of a Group Major Medical Expense Insurance. Coverage has a \$100.00 deductible per year for each family member or a \$250.00 family deductible. Thereafter, 80% of the first \$2,000.00 of covered medical expenses which are not covered under Blue Cross/Blue Shield and 100% of the excess are reimbursable by the insurance company.

ARTICLE 48. LIFE INSURANCE

The Employer agrees to pay the premiums for Group Life Insurance with accidental death and dismemberment coverage for seniority employees.

The amount of life insurance is equal to one and one-half times the annual base salary rate rounded to the nearest \$1,000 and adjusted each year on January 1, based on the previous year's December 1, salary rate.

ARTICLE 49. DENTAL INSURANCE

The Employer agrees to pay the premium for a Dental Health Insurance plan for seniority employees and dependents. Where both spouses are employees, the Employer shall provide one dental plan.

The plan pays 100% of a reasonable and customary charge for preventative services, 85% for general dental services and 50% of bridges, dentures, and orthodontic services for children under 19 with deductibles and maximum amounts for certain areas of coverage. The Employer may designate a PPO dental health insurance plan. Employees' participation in such designated PPO dental health insurance plan shall be optional.

ARTICLE 50. EMPLOYEES' INCOME DEFERRAL PLAN

Seniority employees, on a voluntary basis, may defer 5% or more of their income by payroll deductions. These contributions are invested. The "Deferred Compensation Agreement" governs employee rights under this program.

ARTICLE 51. PENSION

The Oakland County Road Commission Retirement System dated July 1, 1970, as amended is effective for this bargaining unit. The retirement system plan document is on file in the Clerk's Office of the Employer.

The Oakland County Road Commission Retirement System Section 24, Retirement Allowance Amount, is amended for hourly employees who retire after June 30, 1989 to be equal to the sum of the members total years of credited service multiplied by 2.0 percent of final average compensation; not to exceed 75 percent of the members final average compensation.

Certificate of Terminal Payment at Retirement for Employees Who Retire After June 30, 1989:

A certificate of terminal payment will be provided each retirant from the pension plan payable at death of the retirant in the following manner:

<u>Years of Service</u> <u>at Normal Retirement</u>	<u>Death Benefit</u>
10	\$ 400
15	\$ 600
20	\$ 960
25	\$1,500
30	\$2,000

Group Medical-Surgical Benefits for Retirees:

- A. The Employer agrees to continue paying the premiums after retirement for the Basic Group Hospitalization Insurance with dependent coverage as set forth in Article 46. When retirant or spouse become eligible for Federal Medicare, the insurance shall be Complementary Coverage and the Employer shall reimburse the retirant for payment of Medicare.

ARTICLE 51. PENSION (Continued)

Group Medical-Surgical Benefits for Retirees: (Continued)

- B. The spouse of a deceased retirant may elect to continue Group Medical-Surgical Benefits by reimbursing the Employer for the actual cost of the insurance.

- C. Only employees who meet all of the conditions of retirement as defined in Sections 20, 21, and 27 of the Retirement System Plan at the time they discontinue performing services for the Employer will be eligible for the retirement insurance coverage as defined in "A" and "B" above. Employees who leave employment with the Road Commission prior to reaching 55 years of age with 25 years of service, or 60 years of age with 8 years of service are permanently ineligible for retirement health care benefits.

Only employees who have submitted a written request for deferred retirement between July 1, 1995 and January 4, 1996 will be eligible for Article 51 "A" and "B" benefits.

ARTICLE 52. EQUALIZATION OF OVERTIME HOURS

- A. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in furnishing an essential public service on a seven (7) days per week and twenty-four (24) hours per day basis. As such, all employees should work a reasonable and fair share of the overtime as is necessary in their classification and their district and report to work in a reasonable time after being called.

- B. Overtime Hours shall be divided as equally as possible among employees in the same classifications in their district. An up-to-date list showing overtime hours will be posted daily in a prominent place in each district.

ARTICLE 52. EQUALIZATION OF OVERTIME HOURS (Continued)

- C. Whenever overtime is required, the person with the least number of overtime hours in that classification within their district will be called first and so on down the list in an attempt to equalize the overtime hours. Seniority will be utilized to determine eligibility for the order of call-in rotation in the event two (2) or more employees have the identical number of accumulated overtime hours at the time overtime work is required. Overtime hours which are worked outside of an employee's representation district will not be charged to the employee's overtime hours. Potential inequities shall be addressed as soon as they are brought to the attention of the management designee. Any employees who should have been called will be offered the next available opportunity(s) to work the number of overtime hours missed. The number of hours offered shall not be less than the number of hours missed.

"Next available opportunity" is defined as an overtime opportunity, other than an extension of the shift, which occurs within the classification and district where the missed opportunity arose. The Steward will identify the call-in roster where the employee will be eligible for the next opportunity. If the employee is not offered the next opportunity, that employee will be paid for the appropriate overtime hours for the overtime assigned. If a Steward or Alternate Steward refuses overtime opportunities offered pursuant to Article 15, such refusal(s) will not be considered in determining whether said employee has worked his/her fair share of the times called.

Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases, they would be called on the basis of least hours of overtime in their classification provided they are capable of doing the work. Failure to possess a Commercial Driver's License at the time of an overtime call-in shall not exempt the employee from being charged for offered overtime.

- D. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the actual number of overtime hours that the employees could have worked during that call-out period (three (3) hours minimum).

ARTICLE 52. EQUALIZATION OF OVERTIME HOURS (Continued)

- E. Overtime hours will be computed from December 1, through April 15 and from April 16 through April 15 each year thereafter. Excess overtime hours will be carried over each year and is subject to review at the end of each period.
- F. Employees that have changed classification will be charged with the average number of overtime hours that exist in the new classification on the day of reclassification.
- G. When there is a Mechanic on duty in a district, the on-duty Mechanic may be requested to change tires or transport tires to a disabled piece of equipment within that district without the necessity of calling in a Semi Skilled II Tire Repairman to perform the work.
- H. When a Mechanic in District #1, #2, #3, #4S, and #4T is needed within two hours of the regular starting time, one of the Mechanics assigned to the District where the work is needed shall have the first opportunity to work the overtime provided the overtime differential equals no more than 16 hours between the outlying districts and the low Mechanic in District #6. The outlying district Mechanics shall equalize with each other in their own outlying district.
- I. Employees who are unavailable for overtime because of Union activity will not be charged with the overtime missed.
- J. If, during winter maintenance operations the Employer posts a notice asking for spare drivers, each CDL driver is requested to sign up. Each CDL driver who signs the posting will be required to list their preference in order by district for overtime call. These CDL drivers will then be listed by seniority in these districts. There will be no attempt to equalize overtime among these CDL drivers, however, they will be called in rotation from the seniority listing. This rotation call-out will continue from the last person called for future call-outs. Upon request, the Employer will make the spare drivers list available to the Union.

ARTICLE 53. UNIFORMS

The Employer agrees to provide uniforms for all classifications who presently are provided uniforms. The Employer also agrees to provide one pair of carharts per year for District #5 Tree Trimmers and Skilled II's, District #7 Auger Operators and Guardrail Crews, and District #8 Underground Crews.

ARTICLE 54. RATES OF PAY

<u>Pay Grade</u>	<u>Classification</u>	<u>7-1-95 Base Rate</u>	<u>7-1-96 Base Rate</u>	<u>7-1-97 Base Rate</u>
<u>Grade 1</u>	Janitor New Hire	12.42	12.73	12.98
<u>Grade 2</u>	Janitor I (after 6 Months)	13.69	14.03	14.31
	Laborer New Hire	13.69	14.03	14.31
<u>Grade 3</u>	Laborer II (after 6 Months)	15.61	16.00	16.32
<u>Grade 4</u>	Grade Person	16.05	16.45	16.78
	Small Tool Repairman/ Janitor	16.05	16.45	16.78
	Stock Clerk	16.05	16.45	16.78
	Watchman	16.05	16.45	16.78
<u>Grade 5</u>	Assistant Sign Fabricator	16.50	16.91	17.25
	Building Maintenance Laborer	16.50	16.91	17.25
	Electrician Trainee	16.50	16.91	17.25
	Float Operator	16.50	16.91	17.25
	Front End Broom Operator	16.50	16.91	17.25
	Guard Rail Installer	16.50	16.91	17.25
	Hydroseeder Operator	16.50	16.91	17.25
	Loader Operator	16.50	16.91	17.25
	Mechanic New Hire (for 6 Months)	16.50	16.91	17.25
	Shoulder Maintainer	16.50	16.91	17.25
	Skilled Laborer I	16.50	16.91	17.25
	Street Sign Fabricator	16.50	16.91	17.25
	Tandem Float Driver	16.50	16.91	17.25
	Tire Repair	16.50	16.91	17.25
	Tractor Semi Driver	16.50	16.91	17.25
	Traffic Counter	16.50	16.91	17.25
	Underground Laborer	16.50	16.91	17.25
	Vactor Operator	16.50	16.91	17.25

ARTICLE 54. RATES OF PAY (Continued)

<u>Pay Grade</u>	<u>Classification</u>	<u>7-1-95 Base Rate</u>	<u>7-1-96 Base Rate</u>	<u>7-1-97 Base Rate</u>
<u>Grade 6</u>				
	Apprentice Electrician	16.77	17.19	17.53
	Equipment Painter	16.77	17.19	17.53
	Grader Operator	16.77	17.19	17.53
	Shovel/Patchmaster Operator	16.77	17.19	17.53
	Sign Fabricator	16.77	17.19	17.53
	Sign Truck Driver	16.77	17.19	17.53
	Storekeeper	16.77	17.19	17.53
	Street Sign Blade Installer	16.77	17.19	17.53
	Tree Trimmer	16.77	17.19	17.53
<u>Grade 7</u>				
	Bridge Crew Member	17.05	17.48	17.83
	Small Tool Engine Repair Mechanic	17.05	17.48	17.83
<u>Grade 8</u>				
	Auger Operator	17.73	18.17	18.53
	Bridge Crew Chief	17.73	18.17	18.53
	Crew Leader	17.73	18.17	18.53
	Radio Repair	17.73	18.17	18.53
<u>Grade 9</u>				
	Carpenter	18.36	18.82	19.20
	Electrician	18.36	18.82	19.20
	Mechanic	18.36	18.82	19.20
	Solid State Electrician	18.36	18.82	19.20
<u>Grade 10</u>				
	State/Reciprocal Licensed Electrician	18.99	19.46	19.86
<u>Classification</u>		<u>Rate for Employees In the Classifications On January 9, 1978</u>		
	<u>Laborer II</u>	15.92	16.33	16.65

ARTICLE 55. TUITION REIMBURSEMENT

A Tuition Reimbursement program is available for seniority employees based on the following requirements:

1. Applicant must be a seniority employee of the Road Commission at both the beginning and completion of the class.
2. Subject must be recommended for approval by the District Superintendent and approved by the Board of Road Commissioners for Oakland County as being directly related to the employee's present position or a position of which the employee is otherwise eligible at the time of application.
3. Class must be taken at an accredited educational institution or agency acceptable by the Road Commission.
4. Reimbursement will be based on tuition fee only and the tuition must not be paid by other means such as scholarships or grants.
5. Employee will be reimbursed for no more than one class taken during any one session. The amount of reimbursement will be no more than \$75.00 for any one class nor more than \$150.00 for any calendar year.
6. Employee must submit a report from the school that he has completed the class with a grade "C" or better.
7. Employee must submit proof of tuition payment and successful completion of the class to the Personnel Department within thirty (30) days after the class is over in order to receive tuition reimbursement.
8. Employee must complete a Tuition Reimbursement Form and receive approval prior to enrollment in a class.

ARTICLE 56. SAFETY

- (a) The Safety Committee of Employee's and Employer's representatives shall be combined with the Employee Risk Management Committee by deleting the current Safety Committee and adding two more Local 92 Representatives to the Employee Risk Management Committee after July 1, 1989 and thereafter add up to two additional Local 92 personnel as current Local 92 members of the Employee Risk Management Committee vacate their current terms.
- (b) Safety equipment which is required by the Employer will be provided by the Employer. If safety shoes are required by the Employer during the term of this Agreement, the Employer and the employee will equally share the expense.
- (c) Within the district, Stewards or the designated representatives shall be the Safety Suggestion Representative.
- (d) It will be the responsibility of each employee to report immediately to a Supervisor any malfunction of equipment, personal injury, or any unsafe working condition which he may observe.

ARTICLE 57. JURY AND WITNESS DUTY

An employee who serves on Jury Duty will be paid the difference between his pay for jury duty and his regular pay.

If employees serve as witnesses for the Road Commission, they are compensated their full rate of pay.

An employee called as a witness by a party other than the Road Commission, will be allowed to charge the time away from the job, necessitated by witness duty, to additional personal leave.

ARTICLE 58. VISION CARE PROGRAM

The Employer agrees to pay the premium for a Blue Cross/Blue Shield Vision Care Program or equivalent for seniority employees and dependents.

ARTICLE 59. RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation provided the Union requests such within ten (10) work days of being notified of the creation of the new job and proposed rate of pay.

ARTICLE 60. WATCHMEN PROVISIONS

Time and one-half and double time for Watchmen will be paid as follows:

- (a) Time and one-half will be paid for all time worked over eight (8) hours in any one shift.
- (b) Time and one-half will be paid for all time worked outside of their regularly scheduled shift.
- (c) Double time will be paid for all time worked outside of their regularly scheduled eight hour shift on a holiday, as provided for in Article 37, paragraph (a).
 - 1. A Watchman who is scheduled to work and does work on a designated holiday shall receive time and one-half for the first eight hour shift and double time for all hours worked in excess of the eight hours.
 - 2. A Watchman who is scheduled to work on a designated holiday, but does not work, shall not receive holiday pay if he was absent without leave.

ARTICLE 60. WATCHMEN PROVISIONS (Continued)

- (d) The weekday starting time for Watchmen on the first shift shall begin at the end of the day shift for other employees in the bargaining unit and end eight (8) hours later.

The starting time of second shift Watchmen will begin at the end of the scheduled quitting time of the first shift Watchmen and end eight (8) hours later.

Sick Leave and Vacation Provisions for Watchmen:

- (a) All payments for sick leave and vacation will be based on an eight (8) hour day and a forty (40) hour week.
- (b) When replacing Watchmen who are absent on their regularly scheduled shift for an expected period of five (5) days or less, the Employer shall use available Watchmen as replacements whenever possible.
- (c) When it is expected that a Watchmen will be absent on a regularly scheduled shift for more than five (5) days, the Employer may temporarily transfer an employee as follows:
- (1) The senior employee from a list of volunteers of qualified employees who have agreed to work under said conditions. After posting for a list of volunteers, the Employer will use the list of volunteers for a period of six months.
 - (2) In the event volunteers are unavailable, the Employer will offer overtime to employees within the representational district first.

ARTICLE 61. JOB ASSIGNMENTS

- (a) In making job assignments, the Employer will attempt in good faith where abilities are approximately equal, to give the advantage to their higher seniority employees of jobs where there is a known and accepted difference in the desirability of the job. If an employee feels that his assignment is improper because of his seniority, an attempt will be made the next working day to resolve the differences. Obvious errors known to the Superintendent will be corrected immediately whenever possible.

ARTICLE 61. JOB ASSIGNMENTS (Continued)

- (b) Employees required to work in a higher classification for four (4) hours or more shall be paid the rate for the higher classification for the entire day.
- (c) Employees required to work in a lower classified job will be paid their current rate.

ARTICLE 62. PROMOTION OF PRODUCTIVITY AND EFFICIENCY

The Union recognizes the responsibilities imposed upon it as exclusive bargaining agent of the employees of the bargaining unit and realizes that in order to provide maximum job opportunities for continuing employment, good working conditions and adequate wages, the Employer must, within the existing framework of the statutes of the State of Michigan, maintain the county roads within the County of Oakland as efficiently and at the lowest possible cost consistent with fair labor standards. The Union undertakes that the employees within the bargaining unit will individually and collectively perform loyal and efficient work.

ARTICLE 63. WORKING HOUR LIMITATIONS

In the interest of employee and public safety, no employee shall work more than 16 hours consecutively. Any employee who has worked 16 hours consecutively shall be ineligible for further work for 5 1/2 hours following the end of the 16 hour period. An employee who had the opportunity to work 16 continuous hours and chose to go home prior to his/her 16 hours shall be ineligible for further work for 5 1/2 hours from his/her punch-out time. An employee working 16 hours continuously who is sent home and whose absence for the 5 1/2 hours prescribed by this article results in an absence during the employee's regular work shift will suffer no loss of pay for that portion of the 5 1/2 hours that fall within the employee's regular shift. If after 5 1/2 hours of absence the employee does not report for work because of fatigue, the employee will have the option of using regular sick leave accumulation for the remaining hours of absence. Any employee sent home after working 16 consecutive hours or any employee who chooses to go home early that could have worked 16 hours shall have the opportunity to be recalled after 8 hours provided overtime work the absent employee would normally be performing is being performed by an employee from another classification.

The following cost containment measures shall apply:

1. A Predetermination Program administered by Blue Cross and Blue Shield of Michigan.
2. Hospital Bill Audits - A program to insure that all services billed for a hospital admissions were actually rendered. All medical information is to be considered confidential between the patient, service provider and the release of medical information to the auditing service. If a bill is disputed, the resolution of the dispute shall not result in any additional payments by the employee/patient of out-of-pocket expenses than would normally be required.
3. Second Surgical Opinion Program administered by Blue Cross and Blue Shield of Michigan.
4. Coordination of Benefits - In order to avoid duplicate payment of claims, the Employer is entitled to complete and accurate information from employees with regard to other insurance coverages. Employees may be requested, up to bi-annually, to update their file information on any coverage available. Employees shall notify the Employer within thirty (30) days in the event there is a change in any other benefits and/or number of eligible dependents.
5. The Generic Drug Program administered by Blue Cross and Blue Shield of Michigan.
6. An optional Preferred Provider Organization may be offered for dental and optical coverage.
7. Physical Examinations:
 - A. All employees shall have the option of having a physical examination performed according to the following:
 1. Up to and including age 35, every three (3) years.
 2. Age 36 up to and including age 45, every two (2) years.
 3. Age 46 and over, annually.

ARTICLE 64. MEDICAL COST CONTAINMENT (Continued)

- B. The maximum benefit payable by the Employer for this physical shall not exceed \$120.00. EKG's, which may be requested by the employee's attending physician, shall be an additional covered expense not to exceed \$75.00. After age 45, flexible sigmoidoscopy, which may be requested by the employee's attending physician, shall be an additional covered expense not to exceed \$35.00.
- C. The employee has the option to have this physical examination performed by either one of the Employer's designated treating facilities or by a personal physician. In the event a personal physician is used, the cost of the examination would be reimbursable up to an amount not to exceed what is stipulated in B of this section.
- D. All medical reports are to be considered confidential information between the patient and the physician. It will be the responsibility of the employee to seek additional medical treatment as warranted.
- E. The employee shall be responsible for verifying eligibility for such an examination with the Employer before such services are rendered.
8. The deductibles for the Prescription Drug will no longer be considered a covered expense under Major Medical. This was a change by the insurance carrier that became effective October 1, 1987.
9. The Major Medical waiver of premiums for disable employees is eliminated. This was a change in coverage by the insurance carrier effective October 1, 1987.
10. The dental insurer's requirements for x-rays that were effective September 1, 1987 are accepted.

ARTICLE 65. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m. on June 30, 1998.

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

- (b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

- (c) Notice of Termination Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to 23855 Northwestern Highway, Southfield, Michigan 48075 and, if to the Employer, addressed to 31001 Lahser Road, Beverly Hills, Michigan 48025 or to any such address as the Union or the Employer may make available to each other.

ABSENCE CONTROL PLAN

ABSENCE CONTROL PLAN

In the event an employee fails to maintain regular attendance, Supervisors are encouraged to find out why and provide coaching before it becomes a step of formal discipline. Consideration should be given to unique or unusual factors which have contributed to the attendance pattern. In most cases coaching should resolve the problem, however, when coaching fails to result in the employee maintaining regular attendance, the guidelines for formal disciplinary action should be followed. (See Exhibit "A")

CONTROLLABLE ABSENTEEISM:

Specifically, this program deals with controlling the following categories of absenteeism and related problems:

- Patterns or short duration recurring medically related absences, such as colds, flu, headaches and backaches, occurring within a single calendar year. (Example - a pattern of absences for these types of reasons is found to occur on the same day, every other week).
- Recurring personal absences, in excess of three contracted personal leave days, within a single calendar year. (Example - recurring problems of short duration such as: transportation failure, family problems and illness, baby sitting, personal business matters, etc.).
- Unauthorized absenteeism/tardiness and failure to call in that are not justified by good and sufficient reasons.

EXCUSED ABSENTEEISM:

Specifically excluded from the provisions of this program are absences due to:

- Occupational illnesses and injuries.

EXCUSED ABSENTEEISM:

- Lengthy medically related illnesses and injuries that are of a non-recurring nature (heart attacks, strokes, major broken bones, cancer, etc.).

- Major personal problems that are of a non-recurring nature, such as criminal assault, house fire, frozen pipes or furnaces failure in the employees residence during cold weather, etc.

- Attendance at an Employee Assistance Program during a scheduled time, approved by the Employer.

- Contracted absences:
 - Vacation
 - Jury, Witness Duty
 - Leave of Absence (includes maternity leave and leave for Union business).
 - Holidays
 - Funeral Leave
 - Personal Leave

- Medical and Dental treatment as provided by written agreement.

- Crisis Suspensions.

- Decision Making Leaves.

- Unavoidable tardiness of two hours or less during adverse weather conditions.

- Sick leave with medical verification.

EXCUSED ABSENTEEISM (Continued)

In the event an employee is absent three (3) consecutive working days without notification to the Road Commission, he/she shall be considered a voluntary quit. This action may be reversed if sufficient evidence is provided which shows that notification was not possible.

It is the intent of the Attendance Program that each employee's record shall be considered on an individual basis with respect to the facts and extenuating circumstances surrounding their attendance pattern. It is not intended to preclude consideration of extenuating circumstances and valid emergencies. In such cases the Supervisor may allow use of vacation time if substantiating evidence is submitted. Leaving work early as a result of an employee's illness will be considered an absence due to illness when authorized by a Supervisor and is not considered a misconduct left early. The overall intent is to encourage employees to be at work and ready to start on time.

ABSENCE CONTROL COMMITTEE:

The Absence Control Committee is comprised of the Personnel Director, two at large members appointed by the Managing Director, and a representative of each bargaining unit. The Personnel Director shall chair the committee. An employee may request an appeal hearing before the Committee within five (5) working days after the issuance of any step of formal discipline. The committee shall schedule the hearing within five (5) working days of the appeal, and issue their findings within five (5) working days of the hearing. The employee, District or Department Supervisors, and selected representatives may attend the hearing to present any extenuating circumstances.

ABSENCE CONTROL COMMITTEE: (Continued)

The purpose of the Committee is to provide an internal appeal process for employees not represented by a local Union, however, Union employees are not prohibited from appeal to the committee. The committee shall analyze the employees complete attendance record, considering any extenuating circumstances, and decide if the record warrants the step of formal discipline which has been issued. The Committee's findings will be given to the employee and appropriate Supervisors in writing.

The Absence Control Committee has the authority to review all issues regarding unauthorized absences, including incidents of late or left early, when an appeal is made. If the Committee determines that an excusable reason exists for the employee's absence(s), the absence(s) will be treated as "authorized" and not counted as "unauthorized."

RECOGNITION OF EXCEPTIONAL ATTENDANCE:

In an effort to recognize and reinforce exceptional attendance, is is the intent of this program to reward employees who substantially exceed attendance standards. Exceptional attendance means no unauthorized lates or left earlies, or sick time usage in a three (3) month period. The three (3) month periods being January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31. All contracted absences except sick leave and unpaid leaves of absence, are not counted as absences under this program. Employees who meet these standards will be rewarded in accordance with Section III Recognition of the Positive Discipline Program.

New employees are not eligible for this program until the first full three month period following their initial 180 calendar days of employment.

EXHIBIT "A"

The following standards represent the levels at which an employee's absence record will be reviewed, and normally result in the implementation of a formal discipline step.

<u>Step</u>	<u>Standard</u>	<u>Action Period</u>
Oral Reminder	8 or more incidents in one calendar year or 64 hours.	6 Months
Written Reminder	3 additional incidents during an active Oral Reminder or 24 hours.	9 Months
Decision Making Leave	3 additional incidents during an active Written Reminder or 24 hours.	12 Months

NOTE: Incidents which occur during an active step of discipline, which are in the next calendar year, are not erased with the deactivation of the discipline step. They are still counted for the next calendar year.

Example: An employee is issued an Oral Reminder in November 1988. During the active period, 6 months, the employee incurs two more incidents both during 1989. The Oral Reminder deactivates in May 1989, however, the two incidents which occurred during 1989 are not erased, but count toward the 8 incidents for calendar 1989.

The following standards represent the levels at which an employee's misconduct absenteeism (lates and left early) will be reviewed. Normally, violation of these standards will result in the implementation of a formal discipline step.

EXHIBIT "A" (Continued):

<u>Step</u>	<u>Standard</u>	<u>Action Period</u>
Oral Reminder	3 incidents of unauthorized late (more than 7 minutes) or left early in one calendar year, or 1 day with no call in.	6 Months
Written Reminder	2 additional incidents of unauthorized late (more than 7 minutes) or left early in one calendar year, or 1 day with no call in during an active Oral Reminder.	9 Months
Decision Making Leave	2 additional incidents of unauthorized late (more than 7 minutes) or left early in one calendar year, or 1 day with no call in during an active Written Reminder.	12 Months

NOTE: Incidents which occur during an active step of discipline, which are in the next calendar year, are not erased with the deactivation of the discipline step. They are still counted for the next calendar year.

The misconduct absenteeism portion of this program deals only with lates or more than 7 minutes, however, should a pattern of lates less than 7 minutes develop it may be considered a Conduct problem and be dealt with as such.


An "incident" for each section of this program would be each day that an unauthorized absence or tardiness occurs.

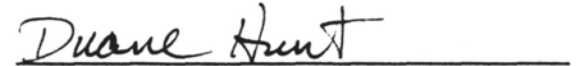
Example: An absence of three (3) consecutive days which is not excused, would constitutes three (3) "incidents." If excused, the three (3) days would be considered as one incident.

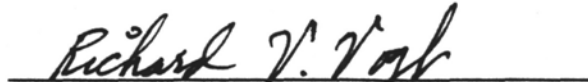
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 7th day of February, 1996.

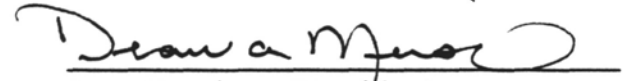
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COUNTY OF OAKLAND, STATE OF MICHIGAN,
A Public Body Corporate


AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFFILIATED WITH AFL-CIO


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Duane Hunt
Staff Representative
Michigan AFSC&ME, Council 25


Richard V. Vogt, Vice-Chairman



Dean Mersino, President
Local 92


Rudy D. Lozano, Commissioner

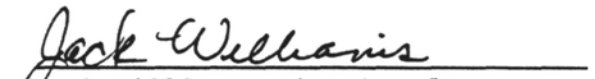

Keith Labenz, Recording Secretary
Local 92


Brent O. Bair, Managing Director

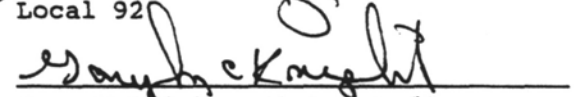
NEGOTIATING TEAM

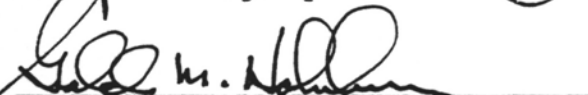

Alan Stutzman, Chief Steward
Local 92



David F. Allyn
Director of Traffic Safety

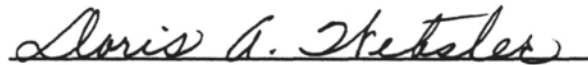

Jack Williams, District #7
Local 92

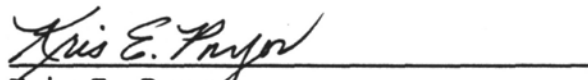

James Dunleavy
Director of Highway Maintenance


Gary McKnight, District #3
Local 92


Gerald Holmberg
Deputy Managing Director


Roger Hope, District #4
Local 92


Doris A. Webster
Director of Personnel


Kris E. Pryor
Senior Personnel Specialist
Labor and Employee Relations

Loren Yaros

Loren Yaros
Superintendent District

Michael R. Kluck

Michael R. Kluck
Attorney

"The Union . . . that cares!"



MICHIGAN AFSCME COUNCIL 25

American Federation of State, County
and Municipal Employees, AFL-CIO

G-4101 Clio Road • Flint, MI 48504 • Phone: (313) 787-5381

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LETTER OF UNDERSTANDING

WORK RULES

The Union herein acknowledges that the Master Agreement, Article 5, Section 2, Management Rights, gives the Employer, the right to establish work rules where the establishment of such rules is not in conflict with the terms and conditions of the collective bargaining agreement.

Billy J. Burling

Billy J. Burling
Staff Representative

BJB:cag/opeiu459aflcio

61687



MEMORANDUM OF UNDERSTANDING

During collective bargaining for the 1989-1992 Employer/Employee Working Agreement between the Oakland County Road Commission and Michigan AFSC&ME Council 25, Local 92, an agreement was reached for a Training Program for employees in District #8 as follows:

1. The District #8 job descriptions and training program document dated July 17, 1987, which had been previously negotiated between the parties without a final resolution, is hereby agreed upon.
2. Current employees in the Skilled Laborer I classification in District #8 will be equalized for overtime call-ins as follows:

Mr. George Michaels, Skilled Laborer I and Mr. Robert Reiten, Skilled Laborer I will be grandfathered into the overtime call-in list as helpers as long as they remain in the above designated classifications. Should Mr. Michaels or Mr. Reiten transfer out of District #8 or change classifications these employees will no longer be considered grandfathered and, therefore, they will be called for overtime in accordance with their applicable classification.

3. The Employer will provide one pair per year of carhart type coveralls for District #8 underground crew employees.
4. Employees classified as Skilled Laborer I in District #8 will be trained on E.F. 20's and E.F. 70's so that they can be qualified to respond for overtime on this equipment.
5. Electrician Trainees are required to work on the underground crew for one year after entering District #8.
6. The Union agrees to withdraw without prejudice Grievance Numbers D.A.M. 8-27 and D.A.M. 8-24 and Policy Grievance 7-23 and Policy Grievance 7-20.

FOR THE EMPLOYER


Lee R. Rogers
Director of Personnel

FOR THE UNION


Dean Mersino
President, Local 92

MEMORANDUM OF UNDERSTANDING

During collective bargaining for the 1989-1992 Employer/Employee Working Agreement, between the Oakland County Road Commission and Michigan AFSC&ME, Council 25, Local 92, the parties have agreed to resolve certain issues in this Memorandum of Understanding as follows:

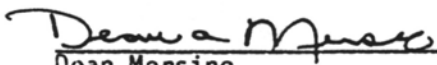
1. If the Employer holds an Employee, other than the Steward or Alternate Steward, over beyond the 2 1/2 hour limit as provided in ARTICLE 15 (A), then the Steward or Alternate Steward as the case may be who would have otherwise been eligible for scheduled overtime work will be paid a minimum of one (1) hour of overtime compensation.
2. The Union recognizes that the Employer has the right to contract or subcontract its services. The Employer agrees that in the event contracting or subcontracting occurs that it will in good faith make every effort to retain current Employees somewhere in the work force. The Employer's rights as expressed herein will not be exercised for the purpose or with the intention of undermining the Union or to discriminate against any of its members. In recognizing the foregoing, the Employer agrees to meet with the Union prior to contracting or subcontracting its services for the purpose of resolving disputes concerning the decision and/or its impact. The Union also agrees to withdraw from pending arbitration, the subcontracting grievance #DAM 7-31

FOR THE EMPLOYER



Lee R. Rogers
Director of Personnel

FOR THE UNION



Dean Mersino
President, Local 92