

3652

6/30/98

**Road Commission
for Oakland County
and
Salaried Employees Union
AFSCME, Council No. 25
Local 529**



**EMPLOYER - EMPLOYEE
WORKING AGREEMENT
July 1, 1995 - June 30, 1998**

“Quality Life Through Good Roads”

Oakland County Road Commission

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AGREEMENT

This Agreement, entered into this 12th day of June, 1996, between the Road Commission for Oakland County (hereinafter referred to as the "Employer") and Local #529, Road Commission for Oakland County Salaried Employees affiliated with Michigan Council #25, of AFSC&ME, AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

The Union agrees that its members will perform efficient service and use its best efforts to protect property and interests of the Employer, and will cooperate with the Employer in performance of their duties.

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

ARTICLE 1. GENDER

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

ARTICLE 2. CAPTIONS

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

ARTICLE 3. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act #336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the sole and 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:

All full-time salaried employees employed by the Road Commission for Oakland County. Excluding: appointed officials, supervisors, attorneys, confidential employees, temporary employees and all other employees employed in or through the Road Commission.

ARTICLE 4. AID TO OTHER UNIONS

The Employer will not aid, promote, or finance any labor group or labor 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 5. NON-DISCRIMINATION

This Agreement shall be applied uniformly to all eligible members of the bargaining unit and there will be no discrimination with respect to conditions of employment. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision.

ARTICLE 6. WAIVER

- (a) It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

ARTICLE 6. WAIVER (Continued)

- (b) The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

- (c) 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, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 7. SEPARABILTY AND SAVINGS CLAUSE

If any Article or Section of this contract, or any rider shall be held invalid by law, the remainder of this contract and any rider 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 either party 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 8. 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 and of the United States which it must assume and discharge and which may not be delegated. Nothing contained herein, either expressed or implied, shall abridge, abrogate or usurp such rights or duties of the Employer.

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

Section 2.

Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the Road Commission in all of its operations and activities. Among the rights of management, included 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 work rules; to study and use improved methods and equipment; to manage its affairs efficiently and economically; to determine the quantity and quality of service to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any service, materials, or methods of operation; to introduce new equipment, methods, machinery, change or eliminate existing equipment, and institute changes; supplies to be purchased and to be used; to determine the lunch, rest period, cleanup 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.

ARTICLE 8. MANAGEMENT RIGHTS (Continued)

Section 3.

The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish penalties for violation of such rules; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel.

Section 4.

Supervisors will continue to occasionally perform work in the bargaining unit as in the past. It is the intent that supervisors performing work in the bargaining unit will not be for the purpose of displacing employees in the bargaining unit and will not be used to avoid scheduling overtime in the bargaining unit.

ARTICLE 9. MAINTENANCE OF STANDARDS

The Employer agrees that conditions of employment relating to wages and general working conditions shall be maintained at not less standards in effect at the time of the signing of this Agreement, and shall be improved whenever specific provision for improvements are made elsewhere in this Agreement.

ARTICLE 10. NO STRIKES

- (a) The Employer will not lock out employees during the term of this Agreement.
- (b) The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare.
- (c) Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slowdown of work or restriction of production or interference with the operations of the Employer, or any picketing during the term of this Agreement. In the event of a work stoppage, other curtailments 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 10. NO STRIKES (Continued)

- (d) 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.

- (e) The employees and the Union further agree that they shall not use the service of outside persons to perform picket duties against said Employer.
- (f) It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any other Employers' property which is involved in a strike.

ARTICLE 11. UNION SECURITY

- (a) Employees in the unit or 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.
- (b) Employees shall be deemed to be in compliance with the meaning of this section if they are not more than sixty days in arrears in payment of membership dues or service fee.

ARTICLE 11. UNION SECURITY (Continued)

- (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 days following notification to the Employer.
- (d) The Employer will give all new employees hired in the bargaining unit a copy of the Employer-Employee Working Agreement, and will notify the Local Union President of their hire date by sending a copy of the payroll authorization form when same is submitted to the Finance Department.
- (e) In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee at the Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provision of this Agreement.

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 to the Local Treasurer as soon as possible during the same month. The Employer will give the Union notice of each employee hired into the bargaining unit.

ARTICLE 12. UNION DUES AND INITIATION FEES (Continued)

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.

C. Limit of Employer's Liability.

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

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 this Article.

ARTICLE 13. UNION REPRESENTATION

Section 1.

There shall be two Stewards and a Chief Steward, chosen from among seniority employees in a manner to be determined by the Union. The Chief Steward shall act only in the absence of the President and Vice-President. There will also be an Alternate Steward to act in the absence of the regular Steward.

There will be one Steward to represent the Paul VanRoekel Service Center and Maintenance; District #2-Davisburg and #3-Lake Orion. There will be one Steward to represent the Beverly Hills Administration Building and Maintenance; District #1-Milford, #4S-Southfield, #4T-Troy and Liberty Center.

ARTICLE 13. UNION REPRESENTATION (Continued)

Section 2.

The Steward of the bargaining unit shall represent the employees in his area and shall be authorized to present grievances on behalf of such employees.

Section 3.

The Union shall designate to the Employer, in writing, the Stewards and Alternate Stewards, and the Employer shall not be required to recognize or deal with any employee other than the one so designated. The Union further agrees to designate, in writing, to the Employer, all officers, including the Chief Steward, of the bargaining unit.

Section 4.

A Steward shall first receive permission from his immediate supervisor to leave his work station and shall report back promptly when his part in the grievance adjustment has been completed.

An employee shall not take an unreasonable or unnecessary amount of time in Grievance Procedure adjustments.

Section 5.

The Steward, during his/her working hours, without loss of time or pay, may review reported grievances, upon making a request to the immediate supervisor and designated where, when and with whom the Steward will be engaged in grievance investigation. Permission will be granted as soon as possible, but in any event, not later than the next regular scheduled working day.

The employee will be allowed to discuss the grievance with the Steward of the area at the beginning and/or end of the shift. Total time utilized by stewards for this purpose shall not exceed one-half hour per day.

ARTICLE 14. ACCESS TO THE OPERATIONAL PREMISES

Representatives of the Union may enter the operational premises for any proper Union business provided they have secured prior permission of the Employer or his designee. The Employer may grant permission to the Union representative to visit the employees for the above limited purpose at a mutually agreeable time and place.

ARTICLE 15. NEW EMPLOYEES

The Union shall represent probationary employees for the purpose of collective bargaining in respects to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 3 of this Agreement, except discharge and discipline of employees other than for Union activities.

New employees may be terminated or disciplined at any time by the Employer within the first 180 calendar days in its sole discretion; and neither the employee nor the Union shall have recourse to the grievance procedure over such action.

ARTICLE 16. SENIORITY

Section 1.

A regular full-time employee's seniority shall date from his most recent starting date of full-time employment with the Employer in the bargaining unit. Where seasonal employees are reassigned to a position covered by this bargaining unit without a break in employment, and after the completion of 180 calendar days of service performing the bargaining unit position, the seniority date shall date from the employee's most recent starting date.

Section 2.

An employee's seniority shall entitle him only to such rights as are expressly provided for in this Agreement.

ARTICLE 16. SENIORITY (Continued)

Section 3.

Seniority does not accumulate when an employee is off for more than six months, except on paid leave, or unless otherwise provided for in this Agreement.

Section 4.

Notwithstanding their position on the seniority list, Chief Steward, Stewards, Vice President and bargaining unit President shall in the event of a layoff, be continued at work as long as there is a job in the district where they represent employees as set forth in Article 13, Section 1, and providing they have the ability to do the available work and providing additional training is not required; and shall be recalled to work in the event of a layoff on the first open job in their district (as defined in Article 13) providing they have the ability to do the available work and they can perform with no additional training. Brief orientation to the job is not "additional training" for the purpose of this section.

ARTICLE 17. SENIORITY LIST

Section 1.

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.

Section 2.

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.

ARTICLE 17. SENIORITY LIST (Continued)

Section 3.

An employee's seniority will be determined by the seniority list. The official list will be posted on the Employer's bulletin board. In the event an employee or the Union feels that a seniority date is incorrect, a written challenge must be made to the Personnel Office within sixty days of the employee's name first appearing on a seniority list; otherwise, the original posted seniority date will be final. Errors, other than the employee's first appearance on a seniority list, will be corrected at any time.

ARTICLE 18. LOSS OF SENIORITY

An employee's seniority and employment may be terminated if:

1. the employee quits;
2. the employee is discharged and it is not reversed through the Grievance procedure;
3. the employee fails to return to work within five working days after receipt of the Employer's notice of recall by certified mail to the last-known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address.
4. the employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer;
5. the employee gives a false reason in requesting a leave of absence;
6. a settlement with the employee has been made for total disability;
7. the employee is laid off for a continuous period exceeding the length of his employment;
8. the employee is retired;
9. the employee accepts employment elsewhere after he is on leave of absence. In proper cases, exceptions may be granted.
10. drinking intoxicating beverages while on duty or on Commission property;
11. absent for three consecutive working days, without notice to the Employer, the employee shall have quit.

ARTICLE 19. RETURN OF EQUIPMENT

Employees shall have the responsibility of turning in all Road Commission equipment and property at termination of employment. The employee shall be charged for all items not returned.

ARTICLE 20. DISCIPLINE AND DISCHARGE

Section 1.

The right to discharge, suspend, or discipline employees for just cause shall remain at the sole discretion of the Employer. The just cause standard applies only to employees with seniority.

Discharge, suspension, or discipline, other than verbal warnings, of employees with seniority, must be by written notice to the employee and the Local Union President.

Section 2.

An employee issued any step of formal discipline, termination or crisis suspension will be allowed to discuss the matter with a union representative as soon as possible but in any event within the next regularly scheduled working day. The Employer will make available an area where the employee may do so during normal working hours. The Employer, or its designated representative, on request will discuss the formal discipline, termination or crisis suspension with the employee and their union representative.

Section 3.

Should the employee consider the formal discipline or termination to be improper, a written complaint may be presented through the union representative to Step 2 of the grievances procedure within three (3) regularly scheduled working days.

ARTICLE 20. DISCIPLINE AND DISCHARGE (Continued)

Section 4.

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.

ARTICLE 21. GRIEVANCE PROCEDURE

Section 1.

A grievance under this Agreement is a written 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.

The Grievance Procedure shall not apply to the retirement plan or any of the insurance plans or the payment of insurances, unless the grievance is against the Employer. All grievances must be signed and dated by the aggrieved employee and his representative and naming the Articles and Sections that are being violated. All grievances must be filed within ten working days after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist. Extensions not to exceed ten working days will be granted where the aggrieved employee has been on sick leave or vacation leave.

ARTICLE 21. GRIEVANCE PROCEDURE (Continued)

- STEP 1: (a) An employee having a proper grievance shall first present the matter orally to the immediate supervisor. The employee may request the presence of a steward.
- (b) If the grievance is not settled in Step 1 (a), the Steward may present a written grievance to the Department Head, within five working days after the Step 1 (a) meeting.

The written grievance must state all of the facts, the Articles of the Agreement that have been violated, and be signed by both the Steward and the employee.

- (c) The Department Head shall, within five (5) working days, answer the grievance in writing.

- STEP 2: (a) If the grievance is not settled in Step 1, the Local Union President may, within five working days after the answer provided for in Step 1 (c), submit a written appeal to the Director of Personnel (or designated representative). The Department Head shall grant a reasonable amount of time to the Local Union President (or designated representative), without loss of time or pay, to investigate to obtain facts regarding a grievance that has been referred to the President after completion of Step 1.
- (b) The Director of Personnel shall arrange for a meeting to be held within seven working days from the date the written appeal is received, between not more than three representatives of the Union and representatives of the Employer.
- (c) The Director of Personnel shall make an answer in writing to the grievance and shall forward the answer to the Local Union President within seven working days after the meeting provided for in Step 2 (b) above.

ARTICLE 21. GRIEVANCE PROCEDURE (Continued)

STEP 3: Pre-Arbitration Panel

- (a) If the answer provided for in Step 2 (c) 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 may, within thirty days after the answer referred to in Step 2 (c) 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 AFSCME 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 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 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, to be signed by all members of the panel and submitted to the Managing Director and the Local Union. If, after thirty calendar days from the pre-arbitration meeting, they are unable to agree upon a disposition of the grievance, the grievance may be submitted by either party to Arbitration.

ARTICLE 21. GRIEVANCE PROCEDURE (Continued)

STEP 4: Arbitration

- (a) Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within fifteen working days of the expiration of the thirty calendar day period set forth in Step 3 (d) above.

Any grievance submitted for arbitration by either party shall first be reduced to writing, detailing the dispute at issue. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

- (b) Within thirty (30) calendar days of receipts of desire to arbitrate, the parties shall attempt to select an arbitrator on an ad hoc basis. If the parties are unable to select an arbitrator on an ad hoc basis within the time provided, the moving party may within fifteen (15) calendar days after the parties have attempted and failed to mutually select an arbitrator, submit the matter to the American Arbitration Association requesting that an arbitrator be selected with its assistance and under its rules.
- (c) 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, nor to rule on any matter except while this Agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage scales or rates or to change any rate unless it is provided for in this Agreement.
- (c) (Continued) In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

ARTICLE 21. GRIEVANCE PROCEDURE (Continued)

STEP 4: Arbitration (Continued)

- (d) The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.
- (e) The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.
- (f) An arbitrator's award shall not be retroactive prior to the time that the grievance was first submitted in Step 1.
- (g) There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, the Employer, and on all employees.

Section 2.

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, the Union, the bargaining unit, and any and all unit employees involved in the particular grievance.

Section 3. Withdrawal of Grievances

A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be canceled.

ARTICLE 21. GRIEVANCE PROCEDURE (Continued)

Section 4.

Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the Grievance Procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Union and/or the employee within the prescribed time limits shall be automatically closed upon the basis of the last disposition.

Section 5.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal service that he may have received.

ARTICLE 22. SPECIAL CONFERENCES

Section 1.

Special Conferences may be arranged between the Local President and the Employer. Such meetings shall be between representatives of the Employer and three representatives of the Local Union. Either party will respond to a request for a Special Conference within ten working days and the Local's Staff Representative from AFSCME Council #25 if requested by the Employer or Local Union.

Section 2.

An agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda.

ARTICLE 22. SPECIAL CONFERENCES (Continued)

Section 3.

The members of the Union shall not lose time or pay for time spent in such Special Conferences during their regular eight hour shift. This meeting may be attended by Staff Representatives of District Council #25 or a Representative of the International Union.

Section 4.

The Union representatives may meet at a place designated by the Employer for not more than thirty minutes immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

ARTICLE 23. WORK RULES

The Employer reserves the right to publish and enforce from time to time new work rules, policies, and regulations not in conflict with this Agreement. New work rules will be posted, with a copy to the Local President, ten (10) working days in advance of effective date.

ARTICLE 24. SAFETY REGULATIONS

It will be the responsibility of each employee to report immediately to his supervisor any malfunction of equipment, personal injury, or any unsafe working conditions which he may observe.

If the Local 529 bargaining unit employee vacates the Employer Risk Management Committee, the Employer will appoint another employee in the 529 bargaining unit to fill the vacancy. Selection will be made from a list provided by Local 529.

ARTICLE 25. WORKING HOURS

The Employer reserves the right to change the beginning and ending hours up to one hour if and when it becomes necessary. Starting time changes shall usually be for extended periods of time, such as a construction season. The starting times shall be established not earlier than 7:00 a.m. or later than 9:00 a.m. If it becomes necessary to change the working hours beyond one hour, the Employer and the Union shall meet and attempt to reach an agreement on the change. Those positions that have had seasonal hours in the past will have normal working hours of 7:00 a.m. to 3:30 p.m., including one-half hour unpaid lunch period.

ARTICLE 26. WORK DAY AND WORK WEEK

The normal work day for regular full-time employees shall normally be eight hours per day, excluding one hour lunch period. The normal work week for regular full-time employees shall normally consist of five work days, Monday through Friday, and shall normally be forty hours duration.

Nothing shall restrict the Employer from scheduling overtime and the employees shall be required to work such overtime unless excused for satisfactory reasons.

All employees working an eight hour day shall be allowed a fifteen minute rest period approximately in the middle of the morning and a fifteen minute rest period approximately in the middle of the afternoon.

ARTICLE 27. REPORTING FOR WORK

Employees not reporting for work shall notify the Employer within thirty minutes after their starting time, and shall advise the Employer as to the reason for their inability to work. Failure to report for work without notifying, or failure to work without reasonable cause, may constitute grounds for disciplinary action.

ARTICLE 28. SUPPLEMENTAL EMPLOYMENT

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

ARTICLE 29. CHANGE IN PERSONAL STATUS

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

ARTICLE 30. TRANSFERS

Transfer of Employees:

1. 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 accumulate seniority while working in the position to which the transfer was made. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.
2. 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.

ARTICLE 31. JOB VACANCIES

When a vacancy is to be filled, the Employer will attempt to fill said vacancy from among the present employees.

The vacancy to be filled shall be posted for a period of five working days on the employees' bulletin board with a brief description of the job; also at the same time, in whatever outside media the Employer chooses. Employees interested shall apply within the five working days posting period.

ARTICLE 31. JOB VACANCIES (Continued)

After reviewing the applications submitted, selection shall be made on the basis of ability and qualifications as determined by the Employer.

In the event the ability and qualifications of all the applicants are similar, preference will be given to seniority.

When a senior applicant is denied the position, the reasons, therefore, will be provided to the employee in writing, with a copy to the Union President.

If the vacancy is filled by a present employee, a four week trial period may be granted.

During the trial period the employee will receive the rate of the job they were previously performing.

In the event a present employee is denied the position, he may present the matter orally to the Personnel Department. If the employee is not satisfied with this meeting, the matter may be referred to Step 3, Pre-Arbitration Panel of the Grievance Procedure.

During the four week trial period, the employee shall then have the opportunity to revert back to their former position. At any time during the trial period the Employer feels the employee will not be successful in fulfilling the requirements of the trial position, the employee may be returned to their original position.

An employee may elect to waive the trial period and shall receive the rate of the new job they are performing.

Any employee who successfully bids on a job vacancy which results in the employee moving to a classification of equal (lateral) or lesser pay shall be ineligible to bid on any other lateral or lower paying classification for a period of one year from his/her date of transfer into the new position. This restriction on bidding on a job vacancy does not apply to a bid for a higher paying classification.

In the event an employee whose rate is redlined accepts a promotion, the new rate of pay is not up to the redlined rate, the employee shall carry the redlined rate to the new job.

ARTICLE 32. OVERTIME PAY AND CALL BACK

When work in a department cannot be completed during the regular scheduled work period, or if unusual conditions arise, overtime may be scheduled. If an employee is eligible to receive overtime pay, they will be paid at the rate of time and one-half for work in excess of eight hours in any one day or forty hours in a week. Double time will be paid to employees who must work on the designated holidays.

An employee who is off duty and is called to return to work shall be guaranteed three hours pay at a rate one and one-half times their current salary rate. This paragraph is to cover other than normal scheduled overtime.

ARTICLE 33. EQUITABLE DISTRIBUTION OF OVERTIME

The Employer will make an annual review of assignments and overtime worked. Assignments of work for the upcoming year will be made to facilitate the distribution of overtime as evenly as possible in each department and/or division by classification to employees who meet the qualifications. The Employer will keep a written record of an employee's acceptance or rejection of work assignments for the purpose of reviewing the distribution of overtime.

Once a work assignment is made, overtime work will be performed by the employee given the assignment. If the regularly assigned employee is excused from the overtime assignment, the Employer will then offer the overtime assignment to other employees within the affected classification and department and/or division beginning with the employee who has the least number of overtime hours worked. Overtime refused will be counted as overtime worked for the purpose of reviewing the distribution of overtime. Any absence of an employee from work when the overtime arises will be counted as a refusal. Examples of such absence would include, but not be limited to, vacation, sick leave, personal leave, and/or funeral leave.

Current overtime records will be available in each department and/or division upon request of an employee or a Steward. The remedy for a missed overtime opportunity shall be an offer of the next overtime opportunity to the missed employee. If the employee who missed the daily overtime opportunity is not offered the next overtime opportunity, that employee will be paid for the missed opportunity. "Next overtime opportunity," as referred to in this paragraph means the situation where the regularly assigned employee is excused from the overtime assignment.

ARTICLE 34. LAYOFF AND RECALL

Section 1.

The word layoff means a reduction in the working force.

Section 2.

If a layoff becomes necessary, the following procedure will be mandatory provided that employees who remain are capable of performing available work. Layoff shall be made within the affected classification in the affected department.

- (a) New employees, as defined in Article 15, with less than 180 days of service within the affected classification and department shall be laid off first.
- (b) If a further reduction is necessary, layoff shall be in inverse seniority order, as defined in Article 16, within the affected classification and department.
- (c) Employees to be laid off will have at least five working days written notice of layoff. The Local President shall receive a list from the Employer of the employees being laid off on the same date that the notices are issued to the employees.
- (d) When an employee is scheduled for a layoff due to a reduction in the work force, the employee shall be permitted to exercise seniority to bump an employee with lesser seniority in the same or lower paid classification under the following conditions: (1) seniority and (2) current ability to do the available work providing additional training is not required. Brief orientation to the job is not "additional training" for the purpose of this subsection.

Section 3.

- (a) The order of recalling laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff.

ARTICLE 34. LAYOFF AND RECALL (Continued)

- (b) Notices of recall shall be sent by certified or registered mail or telegram to the employee's last-known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall give notice of his intent to return to work within three days and shall return to work within five working days after issuance of notice, or his employment shall be terminated without recourse to this Agreement unless the time is extended by the Employer.

ARTICLE 35. SEASONAL OR PART-TIME

Seasonal or part-time, temporary or co-op employees may be used for the purpose of supplementing the regular work force. In no case shall the period of employment exceed 180 calendar days, except when a temporary employee is assigned to a position for a regular employee on an approved leave. However, in individual cases the work period may be extended by mutual agreement between the Union and the Employer.

Should there be a layoff of bargaining unit employees during the term of this Agreement, while seasonal, co-op, part-time or temporary employees are employed, the seasonal, part-time, co-op or temporary employees will be laid off first before laying off seniority employees.

ARTICLE 36. USE OF PERSONAL CARS

The Employer will reimburse for use of personal cars on Road Commission for Oakland County business in accordance with current published Road Commission for Oakland County Travel Regulations.

Authorization and approval by the Department Head prior to use of vehicle is required to be eligible for reimbursement. In proper cases exceptions may be made by the Employer.

ARTICLE 37. TUITION REIMBURSEMENT

Tuition fees for approved courses which directly relate to the employee's current position, or a position for which the employee is otherwise eligible at the time of application, are refunded to employees who earn satisfactory grades. You must be a permanent full-time employee of the Road Commission at both the beginning and completion of the class. An 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.

ARTICLE 38. HOLIDAY PROVISIONS

The paid holidays are designated as follows:

| | |
|-----------------------|---------------------------|
| New Year's Day | Veterans Day |
| Lincoln's Birthday | Thanksgiving Day |
| Washington's Birthday | Day after Thanksgiving |
| Good Friday | Day before Christmas |
| Memorial Day | Christmas Day |
| Independence Day | Day before New Year's Day |
| Labor Day | |

Whenever one of the designated holidays falls on Saturday, the immediately preceding Friday shall be the day off work; and whenever one of the designated holidays falls on Sunday, the immediately following Monday shall be the day off work. In such cases, time and one-half shall be paid to employees who must work on Monday or Friday. Double time shall be paid to employees who must work on the actual holiday and date.

ARTICLE 39. VACATION

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

| <u>Length of Service</u> <u>From</u> <u>Through</u> | <u>Days of Vacation</u> <u>Earned</u> | | <u>Maximum</u> <u>Accumulation</u> |
|--|--|-------------------|---------------------------------------|
| | <u>Per Pay</u> | <u>In 12 Mos.</u> | |
| Beginning with the date of hire through 4 completed years of service | .384 | 10 days | 15 |
| Beginning with the first day of the 5th year through 10 completed years of service | .577 | 15 days | 22.5 |
| Beginning with the first day of the 11th year through 15 completed years of service | .615 | 16 days | 24 |
| Beginning with the first day of the 16th year through 17 completed years of service | .654 | 17 days | 25.5 |
| Beginning with the first day of the 18th year through 18 completed years of service | .692 | 18 days | 27 |
| Beginning with the first day of the 19th year through 19 completed years of service | .731 | 19 days | 28.5 |
| Beginning with the first day of the 20th year and thereafter | .769 | 20 days | 30 |

While the amounts earned per pay period do not appear to add up exactly to the amounts earned in a 12 month period, the computer 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.

Vacations will be granted at such times during the year as suitable considering both the wishes of employees and efficient operation of the department concerned. On or before January 15, the Department Head will obtain from the employees their preferences as to vacation period and shall, not later than February 15, establish a workable vacation schedule. If conflicts must be resolved in the establishment of said workable vacation schedule, employee seniority will be used.

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

ARTICLE 39. VACATION (Continued)

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 40. PAY ADVANCE

If an employee is going on vacation, or a scheduled personal day, he may receive his check in advance by turning in R.C.O.C. Form #230, "Special Pay Request" at least five days prior to the date he wishes to receive it.

ARTICLE 41. PAID LEAVES OF ABSENCE AND MATERNITY LEAVE

Any request for a leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reason for the leave of absence and the length of time of same.

Unpaid Leave. Employees may be eligible for unpaid leaves of absence after their probationary period is completed. Leaves of absence for a limited period, not to exceed six months, may be granted by the Employer for a reasonable purpose, and such leaves 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.

ARTICLE 41. PAID LEAVES OF ABSENCE AND MATERNITY LEAVE

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.

Maternity Leave. A pregnant employee may continue to work, providing she can perform her regular duties or until a physician certifies she is temporarily disabled and can no longer perform her duties.

In such cases, an employee may use accumulated sick leave or extended sick leave in accordance with Article 42 for the time the disability continues.

At the end of the disability, a leave without pay may be granted to an employee who requests it, in accordance with Unpaid Leave of this Article.

Leave for Union Business. Members of the Union, in this bargaining unit, 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 a temporary unpaid 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 seniority, status, and pay like that which was held when the leave was granted.

ARTICLE 42. SICK LEAVE

Section 1.

Employees shall accumulate and be credited with thirteen working 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.

ARTICLE 42. SICK LEAVE (Continued)

Section 1. (Continued)

Sick leave is available for acute personal illness or incapacity over which the employee has no reasonable control. Each Department Head shall be responsible for reviewing employee requests for sick leave and determining their validity. He may, with reference to the needs of the department, request prompt and daily notification from his employees of the necessity for taking sick leave. Prior notification should be provided by the employee whenever possible. The Department Head may request a report from doctor for any illness extending for more than three work days. He may 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 or her absence.

Medical and dental extractions or treatments to the extent of time required to complete such appointments which, in most cases, require two to three hours away from an employee's work would not normally be deducted from their sick leave time.

Once a year each employee with over 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 100, at the rate of one-half pay. Employees applicable, will be given this opportunity immediately after the 22nd pay period of the year. The annual case payments will be paid at the rate the employee is earning at the end of the 22nd pay period. Those employees electing to keep the extra sick leave days will again have the option of cash or days for all sick leave in excess of 100 hours, each succeeding year.

At death or retirement an employee or an employee's designated beneficiary will receive one-half pay for all accumulated sick leave regardless of how much or how little it is. A termination, after five years of service, an employee will be paid one-quarter of his unused sick leave, said payment not to exceed 25 days, if at least two weeks notice is given.

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. SICK LEAVE (Continued)

Section 2. Extended Sick Leave

When an employee on approved sick leave or an employee receiving worker's compensation has exhausted all accumulated sick leave, the employee shall receive extended sick leave benefits equal to fifty (50%) of base pay, not including overtime or longevity, for a maximum period of 52 weeks. Benefit amount shall not be less than \$80.00 weekly.

- (a) Employees must have completed six months of employment and be a permanent employee 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.
- (d) Successive periods of disability due to the same condition are considered one period of disability if they are separated by fewer than 120 days worked.

Section 3. Personal Leave

After ninety days of employment, permanent employees shall be entitled to three personal leave days per calendar year to be deducted from accumulated sick leave. Personal leave days are not cumulative from year to year and shall not be taken in less than one-half day increments except for valid emergency as approved by supervisor. Prior notice shall be given.

ARTICLE 43. FUNERAL LEAVE

In the event of a death of an employee's spouse, son, daughter, brother, sister, son-in-law, daughter-in-law, grandmother, grandfather, or the father or mother of either the employee or spouse, the employee may be granted up to three days leave with pay if the need is justifiable.

In the event of an employee's grandson, granddaughter, brother-in-law and sister-in-law, or spouse's grandmother or grandfather, the employee may be granted one day's leave with pay if the need is justifiable.

Employees who wish to attend the funeral of a fellow employee or a retired employee may do so but without pay. Employees who serve as pallbearers at a funeral of a fellow employee or a retired employee will be paid during the time they must be off the job.

ARTICLE 44. JURY DUTY

Any permanent employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular straight time pay, provided appropriate information is furnished by the employee.

ARTICLE 45. VETERANS

Section 1.

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 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. Except as herein provided, the re-employment rights of employees will be limited by applicable laws and regulations.

ARTICLE 45. VETERANS (Continued)

Section 2.

Permanent 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.

ARTICLE 46. HOSPITALIZATION COVERAGE

The Employer agrees to pay the full premium for hospitalization medical coverage for permanent full-time employees and dependents, the plan to be Administrative Service Contract with Blue Cross-Blue Shield, Equivalent to MVF-1, Semi-Private, ML and D riders or equivalent 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 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 hospitalization insurance coverage becomes effective the first of the month following thirty days of continuous service.

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 of 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

ARTICLE 46. HOSPITALIZATION COVERAGE (Continued)

present to 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 of a \$250 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. The coverage becomes effective the first of the month following thirty days of continuous service.

ARTICLE 48. DENTAL INSURANCE

The Employer agrees to pay the premium for a Dental Health Insurance plan for permanent full-time employees and dependents. Where both spouses are employees, the Employer will 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 49. LIFE INSURANCE

The Employer agrees to pay the premiums for group life insurance with accidental death and dismemberment coverage for permanent full-time 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. The coverages become effective the first of the month following ninety days of continuous service.

ARTICLE 50. PENSION

Section 1.

The Oakland County Road Commission Retirement System dated July 1, 1970, as amended, Trust Agreement on file in the Clerk's Office of the Employer, is effective for all employees covered by this Agreement and is amended as follows in Section 2 and 3.

Section 2.

The Oakland County Road Commission Retirement System Section 24 Retirement Allowance Amount, is amended for 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.

Section 3.

Certificate of Terminal Payment at Retirement: 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 at Normal Retirement</u> | <u>Death Benefit</u> |
|--|----------------------|
| 10 | \$ 400 |
| 15 | 600 |
| 20 | 960 |
| 25 | 1,500 |
| 30 | 2,000 |

ARTICLE 51. EMPLOYEES' INCOME DEFERRAL PLAN

Permanent employees, on a voluntary basis, may defer 5% or more of their income by payroll deductions. These contributions are invested into a tax deferred account which earns a fixed rate of return. The "Deferred Compensation Agreement" governs employee rights under this program.

ARTICLE 52. GROUP MEDICAL-SURGICAL BENEFITS FOR RETIREES

1. 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 payments of Medicare.
2. 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.
3. 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 Sections 1 and 2 above. Employees who leave employment with the Employer prior to achieving 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 April 25, 1996 will be eligible for Article 52 Sections 1 and 2 benefits.

ARTICLE 53. LONGEVITY PAY

Longevity pay will be paid to salaried 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% |

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.

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:

| | |
|------------------|----------|
| 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 |

Longevity will be prorated and paid bi-weekly.

ARTICLE 54. VISION CARE PROGRAM

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

ARTICLE 55. PERFORMANCE APPRAISAL

Section 1.

It is the intent of the Classification and Salary Schedule that employees progress from one level to the next in their pay grade annually, provided the employee has clearly demonstrated the necessary skills, knowledge and abilities required of the position. Performance appraisals shall be administered to measure these qualifications.

Section 2.

All employees shall receive an annual performance appraisal.

Section 3.

Employees not at the top level of the pay grade shall receive a performance appraisal six months prior to their review date. The purpose is to provide feedback to the employee to identify areas of performance where improvement is needed and to set objectives which must be attained to progress to the next level.

Immediately prior to the review date, employees will receive a second performance appraisal.

Employees receiving a successful performance appraisal shall be promoted to the next level within the pay grade, effective the pay period nearest the review date.

Failure to receive a successful performance appraisal shall be cause to deter an increase.

Section 4.

If an employee is denied a level increase and the employee considers the denial to be improper, the matter shall be referred to a Special Conference.

ARTICLE 55. PERFORMANCE APPRAISAL (Continued)

Section 5.

The review date shall be defined as the date one year following either hire date, date transferred into the pay grade, or the last step level increase date.

Section 6.

An employee will be provided with a copy of the performance appraisal which is entered into the employee's Personnel File.

ARTICLE 56. NEW JOBS

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

ARTICLE 57. MEDICAL COST CONTAINMENT

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 auditing service. The Employee/patient shall cooperate in authorizing 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.

ARTICLE 57. MEDICAL COST CONTAINMENT (Continued)

3. Second Surgical Opinion Program.
4. Coordination of Benefits - In order to avoid duplicate payment of claims, the Employer is entitled to complete and accurate information from Employees with to other insurance coverages. Employees may be requested, up to bi-annually, to up-date their file information on any coverage available. Employees shall notify the Employer within 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 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.
 - B. The maximum benefit payable by the Employer for this physical shall not exceed \$120.00 EKGs 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's, 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 number 2 of this section.

ARTICLE 57. MEDICAL COST CONTAINMENT (Continued)

- 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 deductible for the Prescription Drug Rider will no longer be considered a covered expense under Major Medical. This was a change in coverage by the insurance carrier effective October 1, 1987.
- 9. The Major Medical waiver of premiums for disabled 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 58. SUBCONTRACTING

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 upon request for the purpose of resolving disputes concerning the decision and/or its impact.

ARTICLE 59. TERMINATION AND MODIFICATION

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

ARTICLE 59. TERMINATION AND MODIFICATION (Continued)

Section 1.

- (a) If either party desires to terminate this Agreement, it shall, sixty 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 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 days prior to the termination date or any subsequent termination date, given 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 amendments of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten 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.

Section 2.

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

ARTICLE 60. EFFECTIVE DATE

This Agreement shall become effective on the date it is signed.

WAGES - 1995

Effective July 1, 1995, the rates shall be in accordance with the Classification and Salary Schedule designated below:

| Classification | Entry | Intermediate | Top |
|--|--------|--------------|--------|
| <u>Grade 1</u> | 19,365 | | 20,505 |
| <u>Grade 2</u> | 20,835 | | 22,069 |
| <u>Grade 3</u> | | | |
| Commission Receptionist | 23,742 | | 25,091 |
| <u>Grade 4</u> | | | |
| Clerk Typist District Clerk Survey Assistant | 25,615 | | 27,088 |
| <u>Grade 5</u> | | | |
| Citizen Service Clerk Office Assistant Office Clerk | 28,019 | | 29,656 |
| <u>Grade 5A</u> | | | |
| Account Clerk Secretary | 30,140 | | 31,881 |
| <u>Grade 6</u> | | | |
| Claims Clerk Engineering Aide Engineering Inspector I Engineering Technician I Instrument Operator Radio Communicator | 31,397 | 32,575 | 33,804 |

WAGES - 1995 (Continued)

| Classification | Entry | Intermediate | Top |
|--------------------------------|--------|--------------|--------|
| <u>Grade 7</u> | | | |
| Civil Engineer I | 32,314 | 34,793 | 36,452 |
| Computer Programmer I | | | |
| Computer Technician | | | |
| Construction Accountant | | | |
| Electrical Technician II | | | |
| Engineering Inspector II | | | |
| Engineering Technician II | | | |
| Environmentalist I | | | |
| Office Manager | | | |
| Planner I | | | |
| Weighmaster | | | |
| <hr/> | | | |
| <u>Grade 8</u> | | | |
| Citizen Service Coordinator | 35,404 | 37,231 | 39,980 |
| Electrical Service Coordinator | | | |
| Electrical Trainer | | | |
| Equipment Instructor | | | |
| Maintenance Analyst | | | |
| Payroll Accountant | | | |
| Plat Analyst | | | |
| Purchasing Agent | | | |
| Right-of-Way Agent | | | |
| Risk & Insurance Analyst | | | |
| Special Assessment Analyst | | | |
| Utilities Coordinator | | | |
| <hr/> | | | |
| <u>Grade 9</u> | | | |
| Civil Engineer II | 38,903 | 40,935 | 43,977 |
| Comp. & Benefits Accountant | | | |
| Computer Programmer II | | | |
| Environmentalist II | | | |
| Planner II | | | |
| Accountant | | | |
| <hr/> | | | |
| <u>Grade 10</u> | | | |
| | 42,822 | 45,066 | 48,453 |

WAGES - 1996

Effective July 1, 1996, the rates shall be in accordance with the Classification and Salary Schedule designated below:

| <u>Classification</u> | <u>Entry</u> | <u>Intermediate</u> | <u>Top</u> |
|--|--------------|---------------------|------------|
| <u>Grade 1</u> | | | |
| | 19,849 | | 21,018 |
| <u>Grade 2</u> | | | |
| | 21,356 | | 22,621 |
| <u>Grade 3</u> | | | |
| Commission Receptionist | 24,336 | | 25,718 |
| <u>Grade 4</u> | | | |
| Clerk Typist District Clerk Survey Assistant | 26,255 | | 27,765 |
| <u>Grade 5</u> | | | |
| Citizen Service Clerk Office Assistant Office Clerk | 28,719 | | 30,397 |
| <u>Grade 5A</u> | | | |
| Account Clerk Secretary | 30,894 | | 32,678 |
| <u>Grade 6</u> | | | |
| Claims Clerk Engineering Aide Engineering Inspector I Engineering Technician I Instrument Operator Radio Communicator | 32,182 | 33,389 | 34,649 |

WAGES - 1996 (Continued)

| Classification | Entry | Intermediate | Top |
|--------------------------------|--------|--------------|--------|
| <u>Grade 7</u> | | | |
| Civil Engineer I | 33,122 | 35,663 | 37,363 |
| Computer Programmer I | | | |
| Computer Technician | | | |
| Construction Accountant | | | |
| Electrical Technician II | | | |
| Engineering Inspector II | | | |
| Engineering Technician II | | | |
| Environmentalist I | | | |
| Office Manager | | | |
| Planner I | | | |
| Weighmaster | | | |
| <hr/> | | | |
| <u>Grade 8</u> | | | |
| Citizen Service Coordinator | 36,289 | 38,162 | 40,980 |
| Electrical Service Coordinator | | | |
| Electrical Trainer | | | |
| Equipment Instructor | | | |
| Maintenance Analyst | | | |
| Payroll Accountant | | | |
| Plat Analyst | | | |
| Purchasing Agent | | | |
| Right-of-Way Agent | | | |
| Risk & Insurance Analyst | | | |
| Special Assessment Analyst | | | |
| Utilities Coordinator | | | |
| <hr/> | | | |
| <u>Grade 9</u> | | | |
| Accountant | 39,876 | 41,958 | 45,076 |
| Civil Engineer II | | | |
| Comp. & Benefits Accountant | | | |
| Computer Programmer II | | | |
| Environmentalist II | | | |
| Planner II | | | |
| <hr/> | | | |
| <u>Grade 10</u> | | | |
| | 43,893 | 46,193 | 49,664 |

WAGES - 1997

Effective July 1, 1997, the rates shall be in accordance with the Classification and Salary Schedule designated below:

| <u>Classification</u> | <u>Entry</u> | <u>Intermediate</u> | <u>Top</u> |
|--|--------------|---------------------|------------|
| <hr/> | | | |
| <u>Grade 1</u> | 20,246 | | 21,438 |
| <hr/> | | | |
| <u>Grade 2</u> | 21,783 | | 23,073 |
| <hr/> | | | |
| <u>Grade 3</u> | | | |
| Commission Receptionist | 24,823 | | 26,232 |
| <hr/> | | | |
| <u>Grade 4</u> | | | |
| Clerk Typist District Clerk Survey Assistant | 26,780 | | 28,320 |
| <hr/> | | | |
| <u>Grade 5</u> | | | |
| Citizen Service Clerk Office Assistant Office Clerk | 29,293 | | 31,005 |
| <hr/> | | | |
| <u>Grade 5A</u> | | | |
| Account Clerk Secretary | 31,512 | | 33,332 |
| <hr/> | | | |
| <u>Grade 6</u> | | | |
| Claims Clerk Engineering Aide Engineering Inspector I Engineering Technician I Instrument Operator Radio Communicator | 32,826 | 34,057 | 35,342 |
| <hr/> | | | |

WAGES - 1997 (Continued)

| Classification | Entry | Intermediate | Top |
|--------------------------------|--------|--------------|--------|
| <u>Grade 7</u> | | | |
| Civil Engineer I | 33,784 | 36,376 | 38,110 |
| Computer Programmer I | | | |
| Computer Technician | | | |
| Construction Accountant | | | |
| Electrical Technician II | | | |
| Engineering Inspector II | | | |
| Engineering Technician II | | | |
| Environmentalist I | | | |
| Office Manager | | | |
| Planner I | | | |
| Weighmaster | | | |
| <hr/> | | | |
| <u>Grade 8</u> | | | |
| Citizen Service Coordinator | 37,015 | 38,925 | 41,800 |
| Electrical Service Coordinator | | | |
| Electrical Trainer | | | |
| Equipment Instructor | | | |
| Maintenance Analyst | | | |
| Payroll Accountant | | | |
| Plat Analyst | | | |
| Purchasing Agent | | | |
| Right-of-Way Agent | | | |
| Risk & Insurance Analyst | | | |
| Special Assessment Analyst | | | |
| Utilities Coordinator | | | |
| <hr/> | | | |
| <u>Grade 9</u> | | | |
| Accountant | 40,674 | 42,797 | 45,978 |
| Civil Engineer II | | | |
| Comp. & Benefits Accountant | | | |
| Computer Programmer II | | | |
| Environmentalist II | | | |
| Planner II | | | |
| <hr/> | | | |
| <u>Grade 10</u> | | | |
| | 44,771 | 47,117 | 50,657 |

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 of 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.
- 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).

ABSENCE CONTROL PLAN (Continued)

- Contracted absences: (Continued)
- 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.

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, it 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.

RECOGNITION OF EXCEPTIONAL ATTENDANCE: (Continued)

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.

| <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 constitute three (3) "incidents." If excused, the three (3) days would be considered as one incident.

CHANGES - POSITIVE DISCIPLINE

Effective as of the date the contract is signed by the Employee in an open meeting, a Crisis Suspension or Decision Making Leave shall be unpaid.

If no charges are warranted under the Crisis Suspension, the Employee will be reinstated and compensated for lost wages.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on
12th day of June, 1996.

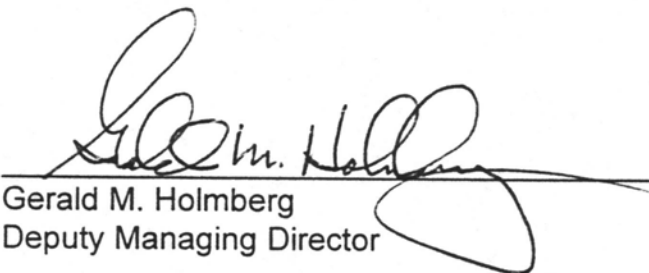
BOARD OF COUNTY ROAD COMMISSIONERS
COUNTY OF OAKLAND, STATE OF MICHIGAN
A Public Body Corporate



Rudy D. Lozano, Chairman

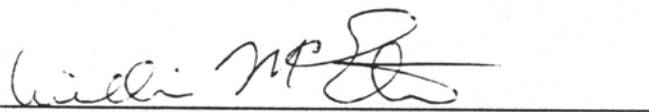

Richard V. Vogt, Vice-Chairman


Richard G. Skarritt, Commissioner


Brent O. Bair, Managing Director

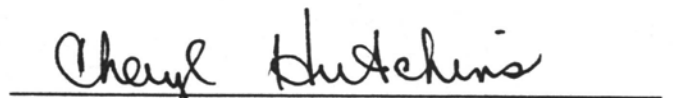

Gerald M. Holmberg
Deputy Managing Director


D. Kent Rubley
Director of Engineering

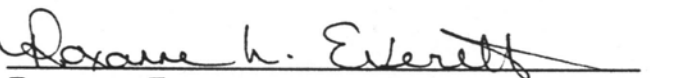

William McEntee
Director of Permits and
Environmental Concerns

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


Duane Hunt
Staff Representative
Michigan AFSC&ME


Cheryl Hutchins, President
Local 529
Michigan AFSC&ME


Antoinette Mote
Negotiating Committee Member

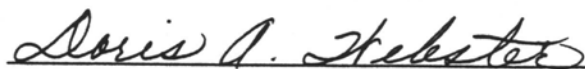

Roxanne Everett
Negotiating Committee Member


Patricia Sanchez
Negotiating Committee Member

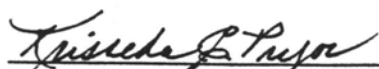

Mark Meszler
Negotiating Committee Member

BOARD OF COUNTY ROAD COMMISSIONERS
COUNTY OF OAKLAND, STATE OF MICHIGAN
A Public Body Corporate

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



Doris A. Webster
Director of Personnel



Krisseda E. Pryor
Senior Personnel Specialist



Michael R. Kluck
Attorney

**ROAD
COMMISSION**
for OAKLAND COUNTY

QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE"

January 27, 1993
Revised April 25, 1996

Mrs. Ruth E. Montgomery
Staff Representative
Michigan AFSCME Council #25
23855 Northwestern Highway
Southfield, MI 48075

Dear Mrs. Montgomery:

During collective bargaining for the 1992-1995 Employer-Employee Working Agreement between the Oakland County Road Commission and Michigan AFSCME Council 25, Local 529, the parties have agreed to resolve certain issues in this Letter of Understanding which is generally a restatement of the September 4, 1986 letter to Mr. Billy J. Burling.

1. The terms and conditions of the Memorandum of Agreement dated January 13, 1986, which establishes a progression for Engineering Inspector/Technician I and II classifications, shall continue for the term of the 1986-1989 Employer-Employee Working Agreement.
2. Any increase in the number of Engineering Aides beyond the three positions that currently exist, shall be negotiated with the Union.
3. Prior to the winter or fall temporary assignments being made in the Engineering Department, the parties will meet in a Special Conference to review any special circumstances which might affect the Employer's decision on the assignments.
- 4.* The Civil Engineer I, Environmentalist I, Computer Programmer I, and Planner I classifications are entry level positions that are intended to allow the individual the time and experience necessary to gain the skills to perform as a Civil Engineer II, Environmentalist II, Computer Programmer II, and Planner II. Employees assigned to the Civil Engineer I, Environmentalist I, Computer Programmer I, and Planner I classifications shall receive a performance appraisal every six months.

Board of Road Commissioners

Rudy D. Lozano
Chairman

Richard V. Vogt
Vice-Chairman

John E. Olsen
Commissioner

Brent O. Bair
Managing Director

Gerald M. Holmberg
Deputy Managing Director
County Highway Engineer

31001 Lahser Road
Beverly Hills, MI
48025

810-645-2000

FAX

810-645-0452



810-645-9923

If at any of the performance appraisals it is determined that the employee has all the necessary skills to perform as a Civil Engineer II, Environmentalist II, Computer Programmer II, or Planner II, the employee shall be reclassified to a Civil Engineer II, Environmentalist II, or Planner II. The purpose of the performance appraisal is to provide feedback to the employee to identify areas of performance Engineer II, Environmentalist II, Computer Programmer I, or Planner II level. If at the end of the two years the employee still does not have the necessary skills for the Civil Engineer II, Environmentalist II, Computer Programmer II, or Planner II level, the employee will either be transferred to a vacant position within the agency, for which the employee is qualified, or the employee will be terminated. An individual may not be kept as a Civil Engineer I, Environmentalist I, Computer Programmer I, or Planner I past the end of a two year period.

Sincerely,

ROAD COMMISSION FOR OAKLAND COUNTY



Doris A. Webster
Director of Personnel

DAW/dm

*This Letter of Understanding was updated to include the classifications of Environmentalist and Planner. Revised 4-25-96 and added Computer Programmer I and Computer Programmer II classifications.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ROAD COMMISSION FOR OAKLAND COUNTY
AND**

SALARIED EMPLOYEES UNION, COUNCIL NO. 25 - AFSCME, LOCAL 529

During collective bargaining for the 1995-1998 Employer-Employee Working Agreement the parties agreed to the settlement of five (5) grievances. The resolution negotiated for the grievances listed below has been reached without precedent and represents full and final settlement of all of the issues involved.

1. Grievance CH-61: Mark Meszler - Equalization of Overtime:

Mark Meszler will be compensated in total at the gross amount of Six Hundred Dollars and No/100 (\$600.00) subject to standard withholding.

2. Grievance CH-64: I. Aguilera, L. Saunders, M. Williams, R. Calkin, J. Foulis - Engineering Technician II - Equalization of Overtime:

The above grievants, Engineering Technician II's, will be offered the next opportunity(s) to work one-fifth (1/5) of 28.5 overtime hours. No opportunity shall be considered as a "next opportunity" until the first full workday following the date the 1995-1998 collective bargaining agreement is signed by the Board of County Road Commissioners.

3. Grievance No. CH-65: Cheryl Hutchins/Local 529 Class Action - Equalization of Overtime

This grievance shall be withdrawn with prejudice.


4. Grievance No. CH-66: Sharon Schultz - Deferred Retirement Insurance Benefits

Under the terms of this settlement, Sharon Schultz will be given six months from 4-25-96 to terminate her employment and be eligible to receive basic group hospitalization at the time she becomes eligible for a deferred retirement. (Article 52, Sections 1 and 2.)

5. Grievance No. CH-52: Joyce Varlese - Deferred Retirement Insurance Benefits

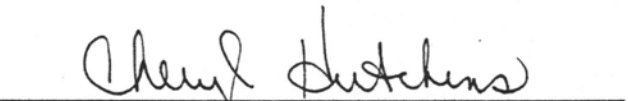
Under the terms of this settlement, Joyce Varlese is eligible to receive basic group hospitalization at the time she becomes eligible for a deferred retirement. (Article 52, Sections 1 and 2.)

FOR THE EMPLOYER


Doris A. Webster
Director of Personnel

6-20-96
Date

FOR THE UNION


Cheryl Hutchins
President, Local 529

6.21.96
Date