

**EMPLOYER-EMPLOYEE
WORKING AGREEMENT**

**ROAD COMMISSION FOR OAKLAND COUNTY
AND
FOREMEN UNION, COUNCIL #25
AFSCME, LOCAL #1917**

Oakland County Road Commission

Effective: Date of Signing
Terminates: December 31, 1998

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AGREEMENT

This Agreement entered into this 5th day of February, 1997, and effective the same date, between the Road Commission for Oakland County (hereinafter referred to as the Employer) and Local 1917, Road Commission for Oakland County Foremen Chapter affiliated with Metropolitan Council #25 of AFSCME, AFL-CIO (hereinafter referred to as the Union).

PURPOSE AND INTENT

The general purpose of the 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. Purpose and Intent shall not be subject to the Grievance Procedure.

ARTICLE 1. 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 Foremen, excluding Electrical, Buildings and Grounds and Mechanic Foremen in Districts 6, 8 and 9 and all others.

ARTICLE 2. 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 3. PLEDGE AGAINST DISCRIMINATION AND COERCION

- A. The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination. 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 of the Agreement.
- B. Reference to the male gender shall apply equally to the female gender and vice versa.
- C. The Employer and the Union agree not to interfere with the rights of the Employees becoming or not becoming members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative, or the Union or any Union representative against any Employee because of union or non-union membership.

ARTICLE 4. MANAGEMENT RESPONSIBILITY

The right to hire, promote, discharge and discipline, and to maintain discipline and efficiency of Employees, and to determine fitness for duty is the sole responsibility of the Employer. In addition, the work schedules, methods and means of departmental operation are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this Agreement.

ARTICLE 5. NO STRIKES

- A. The Employer will not lock out Employees during the term of this Agreement.
- B. Under no circumstances will the Union or its members cause, engage in, encourage, or condone a strike, sit-down, stay-in, or otherwise restrict or interfere with the operations of the Employer during the term of this Agreement.
- C. In the event of 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 Employees who instigate, participate in, or give leadership to any activity herein prohibited.
- D. The Employees and the Union further agree that they shall not use the service of outside persons to perform picket duties against said Employer.
- E. 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 Employer's property which is involved in a strike.

ARTICLE 6. DEDUCTION OF UNION DUES

The Employer hereby agrees to deduct dues and/or initiation fees of the individual Employee to the Union to the extent and as authorized by the laws of the State of Michigan and by such Employee upon the following terms and conditions:

ARTICLE 6. DEDUCTION OF UNION DUES (Continued)

- A. Each Employee who desires to have such dues, assessments and/or initiation fees deducted from his earnings shall execute the "AUTHORIZATION FOR PAYROLL DEDUCTION" form.
- B. The Employer shall place such deduction or deductions in effect at the second pay period of the month following receipt of same and continue same in accordance with the terms and conditions set forth in the Authorization.
- C. The Employer shall transmit such deductions, together with a list of Employees paying same, to the Treasurer of the Union, designated in writing by the Union, and shall do so as soon as possible after the 15th day of the following month.
- D. The Employer shall notify the Union of the termination of any Employee.

ARTICLE 7. UNION SECURITY

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time, shall be required as a condition of continued employment to continue to be members in good standing or fair share representation Employees for the duration of this Agreement.
- B. All present Employees who are not members of the Union shall, within sixty (60) days of the execution date of this Agreement, and all future Employees who do not join the Union shall, at the expiration of their probationary period, become members of the Union, or pay a service fee to the Union for the term of this Agreement as a condition of continued employment either directly or through payroll deduction provisions as set forth in Article 6, on the following basis:

ARTICLE 7. UNION SECURITY (Continued)

B. (Continued)

The service fee shall be the equivalent amount of the regular monthly dues of the Union, as provided by the Union's Constitution and Bylaws.

C. An Employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership, shall be deemed to meet the conditions of this Article.

D. It is further agreed between the parties that in no way shall the Employer be liable for uncollected service fee payment from Employees not authorizing a payroll deduction for said service fee.

E. The Union shall indemnify and save the Employer harmless against any claims, demands, suits and other forms of liability that may arise by reason of the Employer's complying with the provisions of Articles 6 and 7.

ARTICLE 8. REPRESENTATION

A. Employees in the bargaining unit shall be represented by the Chapter Chairperson, one (1) Steward and an Alternate Steward who will act in the absence of the Steward.

B. The Steward or the Chapter Chairperson during working hours, without loss of time or pay, may review reported grievances upon making a request and explaining the nature of said grievance to the Department Head. Permission will be granted as soon as possible, but in any event, not later than the next regular scheduled working day. The Steward may present said grievances to the Employer as herein defined.

ARTICLE 8. REPRESENTATION (Continued)

- C. For representational purposes, the Steward and Chapter Chairperson will be retained on jobs during periods of layoff providing they are capable of doing the necessary work to be performed.
- D. When working under Section C, the Union Steward and Chapter Chairperson will receive the rate-of-pay for the job they are performing.

ARTICLE 9. GRIEVANCE PROCEDURE-PRESENTING A GRIEVANCE

Should differences arise between the Employer and the Union during the term of this Agreement as to the interpretation and application of the provisions of this Agreement, an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to:

Step 1.

- (a) An Employee who believes he has a grievance because any provision of this Agreement has not been properly applied or interpreted towards him, shall discuss his complaint with the District Superintendent.
- (b) If not settled in paragraph (a) above, the Employee may request the presence of the Steward to meet with the appropriate Department Head, and a representative from the Human Resources Department, to be held within five (5) working days of said request.
- (c) If the matter is not satisfactorily settled, a grievance may be submitted in written form, signed by the aggrieved Employee and by the Steward to the head of the department within five (5) working days after paragraph (b) above.

ARTICLE 9. GRIEVANCE PROCEDURE-PRESENTING A GRIEVANCE (Continued)

(c) (Continued)

The written grievance shall set forth the nature of the grievance, the date of the matter complained of, identify the Employee or Employees involved by name, so far as diligent effort will allow, and the Article(s) and Section(s) of this Agreement, that the Union claims the Employer has violated.

(d) The Department Head shall answer the grievance completely and fully. The written answer shall be presented to the Steward within five (5) working days after receipt of the grievance. A copy will be sent to the Chapter Chairperson.

(e) The Chapter Chairperson shall act in the absence of the Steward, if the Steward is absent from work.

Step 2.

If the Department Head's answer is not acceptable to the Union, the Chapter Chairperson may refer the decision to the Managing Director, within five (5) working days after the decision in writing rendered in Step 1 (d). A meeting between the Employer's Representative, the Chapter Chairperson, Steward and, if desired, a representative for the Council or the International Union shall take place within ten (10) working days from the date such meeting is required, by the Union. The Union representatives may meet at a place designated by Management on the Employer's property immediately preceding a meeting with the representatives of the Employer. The Managing Director shall give a written answer within five (5) working days from the date of the 2nd Step meeting.

ARTICLE 9. GRIEVANCE PROCEDURE-PRESENTING A GRIEVANCE (Continued)

Step 3.

If the dispute still remains unresolved after completion of the foregoing procedure and on the basis of the Employer's answer, the Union may submit the grievance within ten (10) working days to the final and binding arbitration under the rules of the Federal Mediation and Conciliation Service which shall act as administrator of the proceedings.

The arbitrator shall have no power or authority to add to, detract from, alter, or modify the terms of this Agreement.

Each party will bear the full costs of its side of the arbitration and will pay one-half (1/2) of the costs for the arbitrator.

ARTICLE 10. GRIEVANCE PROCEDURE-LIMITATIONS

Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.

- (a) Any grievance under this Agreement which is not filed within ten (10) working days after the grievance arises, or the Employee's knowledge that a grievance may exist, shall not be considered a grievance.
- (b) The time elements in the first two (2) Steps can be shortened or extended by mutual agreement, in writing at the time the agreement is reached.
- (c) Any grievance not referred in writing within the time limits established in the grievance procedure shall be considered settled on the basis of the last answer of the Employer.

ARTICLE 10. GRIEVANCE PROCEDURE-LIMITATIONS (Continued)

- (d) Any grievance not answered by the Employer within the time limits established in the grievance procedure may be referred by the Union to the next step.
- (e) Any claim for back wages shall be limited to the amount of wages that the Employee otherwise would have earned, less any compensation received for temporary employment obtained subsequent to his removal from the payroll.

ARTICLE 11. DISCHARGE AND DISCIPLINE

- A. The Employer agrees promptly upon the discharge and discipline of any Employee to notify, in writing, the Steward of the discharge or discipline.
- B. During normal shift hours the discharged or disciplined Employee will be allowed to discuss his discharge or discipline with the Steward and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. In other than normal shift hours, the Employee will be allowed to discuss his discharge or discipline with the Steward at the beginning of the next regularly scheduled working day. Upon request, the Employer will discuss the discharge or discipline with the Employee and the Steward.
- C. Should the discharged or disciplined Employee or the Union consider the discharge or discipline to be improper, a grievance may be presented in accordance with Article 9: Grievance Procedure - Presenting a Grievance and Article 10: Grievance Procedure-Limitations as previously set forth in this collective bargaining agreement.

ARTICLE 12. SPECIAL CONFERENCES

- A. Special Conferences may be arranged between the Chapter Chairperson and the Employer. Such meetings shall be between representatives of the Employer and two (2) representatives of the Local Union.
- B. An Agenda of the matter 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. The parties shall meet within two (2) weeks of the date of the written request for a Special Conference.
- C. The members of the Union shall not lose time or pay for time spent in such Special Conference during their regular work period. This meeting may be attended by Staff Representatives of District Council #25.
- D. The Union Representatives may meet at a place designated by the Employer on the Commission property for not more than thirty (30) minutes immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

ARTICLE 13. SENIORITY

- A. New Employees hired into the bargaining unit shall be considered probationary Employees for the first 90 calendar days of their employment. Upon completion of their probationary period the Employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating 90 calendar days prior to the day the Employee completed the probationary period.
- B. The Union shall represent probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharged, disciplined, dismissed or laid-off probationary Employees for other than Union activity.

ARTICLE 13. SENIORITY (Continued)

- C. Seniority shall be by classification on a county-wide basis on the last date of hire with the Road Commission for Oakland County for all Foremen in the classification on November 1, 1982. All new Employees hired or promoted into this bargaining unit after November 1, 1982 shall earn seniority for layoff purposes from the date of assignment to the bargaining unit. After March 1, 1993, the date an employee enters the bargaining unit shall be that employee's bargaining unit seniority date and shall be the date used for determining eligibility for the third shift.
- D. The employee with the least bargaining unit seniority in his/her district will be assigned to the third shift when said shift is in effect, unless a more senior employee in the district volunteers to work the third shift. Management may honor requests from seniority employees to work the third shift in other districts where feasible. The implementation of this provision shall not be subject to the grievance procedure.
- E. An Employee shall lose seniority under the following circumstances if the Employee:
1. resigns.
 2. is discharged and such discharge is not reversed through the grievance procedure.
 3. is absent three (3) consecutive working days or fails to return to work within three (3) consecutive working days of the expiration of any type of leave of absence without notifying the Employer; serious extenuating circumstances will be considered for lack of notification within the three (3) days.
 4. fails to return to work within three (3) working days after being recalled from a layoff as set forth in the recall procedure.

ARTICLE 13. SENIORITY (Continued)

5. is laid-off for a continuous period equal to his length of seniority.
 6. retires.
 7. exhaust all accumulated sick leave and extended leave benefits.
- E. The Employer will furnish the Union an up-to-date seniority list at least every six (6) months. Such list shall include the names of all bargaining unit Employees, their job classifications and seniority dates.

ARTICLE 14. LAYOFF AND RECALL

If and when it becomes necessary for the Employer to reduce the number of Employees in the work force, the Employees will be laid off in reverse seniority order on a county-wide basis and based on capability of performing available jobs, and shall be recalled in the inverse order. All Employees laid off or reassigned as a result of a reduction of work forces shall be reinstated, providing the Employees are qualified before new openings are filled.

ARTICLE 15. LEAVES OF ABSENCE

A. Eligibility Requirements:

Employees may be eligible for leaves of absence after their probationary period is completed.

B. Application for 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. Any request for a leave of absence shall be answered within twenty (20) working days.

ARTICLE 15. LEAVES OF ABSENCE (Continued)

C. Unpaid Leaves:

1. Reasonable and Necessary Purpose: Leaves of absence for a limited period may be granted by the Employer for a reasonable and necessary purpose, and such leaves may be extended or renewed by the Employer for a reasonable period.
2. Union Business: Employees elected to any Union office 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, be granted a leave of absence. The leave of absence shall not exceed one (1) year, but it may be extended for a similar period at any time upon the request of the Union.
3. Education: After completing one (1) year of service, an Employee, upon request, may be granted a leave of absence for educational purposes, in accordance with the provisions of Paragraph C 1.
4. Any permanent Employee who enters into active service in the armed forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of his military service in accordance with the Veteran's Preference Act.

Military Reserves: 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.

5. Employees shall not be entitled to any fringe benefits while on unpaid leave, but shall accrue seniority.

ARTICLE 15. LEAVES OF ABSENCE (Continued)

D. 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 Articles 26 and 27 for the time the disability continues.

At the end of the disability, a leave of absence without pay may be granted to an Employee who requests it, in accordance with (C.) of this Article.

E. Family and Medical Leave:

A qualified employee will be granted a family and medical leave in accordance with the Family and Medical Leave Act and the procedures as adopted by the Employer.

ARTICLE 16. TRANSFERS OUT OF THE BARGAINING UNIT

If an Employee is transferred to a position under the Employer not included in the bargaining unit and is thereafter transferred again to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

ARTICLE 17. TRANSFERS AND PROMOTIONS

- A. A notice of all vacancies for Foremen positions that the Employer desires to fill will be posted in each district office. Employees interested shall submit an application within seven (7) calendar days from date of notification. All existing Foremen shall receive an interview to determine their desire for transfer or promotion and the individual's qualifications. Final determination shall be at the discretion of the Employer after reasonable consideration has been given to the individual's desire, qualifications and seniority.
- B. When a transfer occurs which will result in an Employee being transferred from one district to another for a period of more than thirty (30) calendar days, the Employee will have at least ten (10) calendar days notice. A transfer of the above nature will be discussed with the affected individuals and the desire of the individuals will be considered prior to any decision by the Employer. If requested, the Employer will meet in a conference prior to the implementation of said transfer.

ARTICLE 18. NEW DISTRICTS

In the event of a newly created district or a subdivision of an existing district, the Employer will notify the Union of their intent and will meet in a Special Conference to exchange information regarding the amount of supervision, boundaries, and other pertinent information, prior to the positions being posted.

ARTICLE 19. VISITS BY UNION REPRESENTATIVES

The Employer agrees that accredited representatives of Local Union #1917 and Council #25, after receiving permission, may have access to the premises of the Employer at any time during working hours to conduct Union business.

ARTICLE 20. WORKING HOURS-OVERTIME AND CALL-IN

- A. The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m.
- B. Employees who are regularly scheduled to work on the second or third shift shall receive in addition to their regular salary, 3% and 4% per year respectively.
- C. The parties agree that for operating efficiency, the normal starting time for Foremen will normally be fifteen (15) minutes before the scheduled starting time of hourly employees. It is assumed that the District Superintendent will designate the hours of work that each Foreman will observe.
- D. All time worked in excess of eight (8) hours in a twenty-four (24) hour period shall be compensated at one and one-half (1 1/2) times the normal rate.
- E. All time worked on Saturday and Sunday shall be compensated at one and one-half (1 1/2) times the normal rate.
- F. All time worked on a designated holiday shall be compensated at the rate of two (2) times the normal rate plus the holiday pay.
- G. An Employee reporting for work as scheduled and then sent home shall be guaranteed a minimum of four (4) hours pay at their regular rate.
- H. If an Employee is called from his home into work because of an emergency, he will receive a minimum of three (3) hours of pay at the overtime rate. When such a call-in occurs less than three (3) hours prior to the beginning of the normal starting time, the Employee will be paid for hours worked prior to the normal starting time at the overtime rate.

ARTICLE 21. LONGEVITY

Longevity pay will be paid to Foremen 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

Payment shall be made by separate check once a year in the month of December for the period ending September 30 of the current year.

ARTICLE 22. HOLIDAYS

The paid holidays are designated as follows:

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

Whenever one of the designated holidays falls on Saturday, the immediately preceding Friday shall be the day Employees do not normally work and the day they receive the eight (8) hours of holiday pay.

Whenever one of the designated holidays falls on Sunday, the immediately following Monday shall be the day Employees do not normally work and the day they receive the eight (8) hours of holiday pay.

In order to be eligible for holiday pay, an employee must work or be on an approved paid leave day(s) the day before and the day after the holiday.

ARTICLE 23. VACATION

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

<u>Length of Service</u>		<u>Days of Vacation</u>		<u>Maximum</u>
<u>From</u>	<u>Through</u>	<u>Earned</u>		<u>Accumulation</u>
		<u>Per Pay</u>	<u>In 12 Mo.</u>	
0 years	4 years	.384	10 days	15
5 years	10 years	.577	15 days	22.5
11 years	15 years	.615	16 days	24
16 years	17 years	.654	17 days	25.5
18 years	18 years	.692	18 days	27
19 years	19 years	.731	19 days	28.5
20 years	And Up	.769	20 days	30

ARTICLE 23. VACATION (Continued)

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 which does the accumulating automatically corrects for this once a year. The maximum accumulation is based on one and a half years' worth of annual leave earnings; however, when the maximum accumulation of annual leave is reached, additional service will not earn vacation either for immediate or future use until the accumulation is below the maximum.

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 preference as to vacation period and shall not later than February 15 establish a workable vacation schedule. In establishing such schedules the Employer will respect the wishes of the Employees as to the time for taking their vacation insofar as the needs of the Employer will permit. Variation to the schedule may be considered.

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

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

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

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

ARTICLE 24. PAY ADVANCE

If a regular pay day falls during an Employee's vacation, an Employee may receive a paycheck in advance by turning in RCOC Form #230, "Special Pay Request", at least five (5) days prior to the date the Employee wishes to receive the check.

ARTICLE 25. 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 26. SICK LEAVE

Employees shall accumulate and be credited with thirteen (13) workdays of sick leave with pay per year, to be credited at the rate of one-half day for each completed biweekly payroll period. There is no limit on the number of days that may be accumulated.

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 a doctor for any illness extending for more than three (3) work days. He may refuse to allow use of sick leave where, in his judgment, there is insufficient evidence to support the Employee's claim, or where he believes the Employee has not exercised reasonable effort to promptly notify the department of his absence.

ARTICLE 26: SICK LEAVE (Continued)

Medical and dental extractions or treatments to the extent of time required to complete such appointments which, in most cases, require two (2) to three (3) 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 with over 100 accumulated sick leave days will be given the opportunity immediately after the 22nd pay period ends each year to take one-half pay for all days they have accumulated over 100. The annual cash 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 time in excess of 100 days, each succeeding year.

At death or retirement an Employee or his beneficiary will receive one-half pay for all accumulated sick leave regardless of how much or how little it is. An Employee who resigns or is discharged after five (5) years of service will be paid one-fourth (1/4) of his unused sick leave, said payment not to exceed 25 days.

ARTICLE 27. EXTENDED SICK LEAVE

Effective January 1, 1976, when an Employee on approved sick leave or an Employee receiving workers' compensation, has exhausted all accumulated sick leave, the Employee shall receive extended sick leave benefits equal to 50% of base pay not including overtime or longevity for a maximum period of 52 weeks. Benefit amount shall not be less than \$80.00 weekly.

Employees must have completed six (6) months of employment and be a seniority Employee before becoming eligible for this coverage.

ARTICLE 27. EXTENDED SICK LEAVE (Continued)

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.

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 of 50% of base pay. If an Employee is receiving 50% of base pay or more from Social Security, no additional benefits will be paid.

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

ARTICLE 28. 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 Employee or spouse, the Employee may be granted up to three (3) days leave with pay if the need is justifiable.

In the event of a death 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 pallbearer at a funeral of a fellow Employee or a retired Employee will be paid during the time they must be off the job.

ARTICLE 29. PERSONAL LEAVE

Permanent Employees shall be entitled to three (3) personal leave days per 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 1/2 day increments. Prior notice shall be given.

ARTICLE 30. HOSPITALIZATION INSURANCE

The Employer agrees to pay the full premium for hospitalization medical coverage for seniority Employees and families, the plan to be Administrative Service Contract with Blue Cross/Blue Shield, Equivalent to MVF-1, Semi-Private, ML and D. with a \$5.00 Prescription Drug Rider. 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 deductibles are not eligible for recovery under the Major Medical coverage. Employees eligible for hospitalization medical coverage, in accordance with this Article, may elect to be covered in accordance with the terms and conditions of a Health Maintenance Organization in the Oakland County area or Blue Cross/Blue Shield PPO Plan. The Employer shall contribute no more for health benefits for an Employee electing Health Maintenance Organization or PPO coverage than the Employer is required to provide for the MVF-1 Blue Cross/Blue Shield coverage. Any Employee electing to be covered by a Health Maintenance Organization or PPO plan must present the Employer, a signed authorization authorizing the Employer to transmit the appropriate premium to the health care provider. In no event will the Employer be obligated to pay any compensation to an Employee where the Health Maintenance Organization or PPO monthly premium costs are less than those contributed by the Employer to the Blue Cross/Blue Shield Plan. Any Employee electing to transfer from Blue

ARTICLE 30. HOSPITALIZATION INSURANCE (Continued)

Cross/Blue Shield hospitalization insurance coverage to health care coverage under an HMO or PPO, must notify the Employer in writing of this intent.

The following cost containment measures shall apply:

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

ARTICLE 30. HOSPITALIZATION INSURANCE (Continued)

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. EKG's, which may be requested by the Employee's attending physician, shall be an additional covered expense not to exceed \$75.00. After age 45, flexible sigmoidoscopy, which may be requested by the Employee's attending physician, shall be an additional covered expense not to exceed \$35.00.

C. The Employee has the option to have this physical examination performed by either one of the Employer's designated treating facilities or by a personal physician. In the event a personal physician is used, the cost of the examination would be reimbursable up to an amount not to exceed what is stipulated in B of this section.

D. All medical reports are to be considered confidential information between the patient and the physician. It will be the responsibility of the Employee to seek additional medical treatment as warranted.

E. The Employee shall be responsible for verifying eligibility for such an examination with the Employer before such services are rendered.

8. The deductibles for the Prescription Drug will no longer be considered a covered expense under Major Medical.

ARTICLE 30. HOSPITALIZATION INSURANCE (Continued)

9. The Major Medical waiver of premiums for disabled Employees is eliminated.
10. The dental insurer's requirements for x-rays that were effective September 1, 1987 are accepted.

ARTICLE 31. LIFE INSURANCE

The Employer agrees to pay the premium for group life insurance with accidental death and dismemberment coverage for seniority Employees. The amount of life insurance is equal to one and one-half times the annual base salary rate rounded to the nearest \$1,000 and adjusted each year on January 1, based on the previous year's December 1, salary rate. The coverages become effective the first of the month following ninety days of continuous service.

ARTICLE 32. 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 deductible per year for each family member or \$250 family deductible. Thereafter, 80% of the first \$2,000 of covered medical expenses which are not covered under Blue Cross/Blue Shield and 100% of the excess are reimbursable by the insurance company.

ARTICLE 33. DENTAL INSURANCE

The Employer agrees to pay the premium for a Dental Health Insurance plan for seniority Employees and dependents. Where both spouses are employees, the Employer shall provide one dental plan. The plan pays 100% of a reasonable

ARTICLE 33. DENTAL INSURANCE (Continued)

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 34. PENSION

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

The Road Commission for Oakland County Retirement System, Section 24 - Retirement Allowance, is amended for all foremen who retire after December 14, 1989. The retirement allowance shall be equal to the sum of the member's total years of credited service multiplied by 2% of final average compensation; not to exceed 75% of the member's final average compensation.

ARTICLE 35. EMPLOYEE'S INCOME DEFERRAL PLAN

Seniority Employees, on a voluntary basis and by payroll deduction, may defer a portion of their total compensation and contribute these deferrals to the Plan. The Deferred Compensation Plan Document provisions shall govern Employee rights under this program.

ARTICLE 36. GROUP MEDICAL-SURGICAL BENEFITS FOR RETIREES

A. The Employer agrees to continue paying the premiums after retirement for the Basic Group Hospitalization Insurance with dependent coverage as set forth in Article 30. 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.

ARTICLE 36. GROUP MEDICAL-SURGICAL BENEFITS FOR RETIREES (Continued)

- B. The spouse of a deceased retirant may elect to continue Group Medical-Surgical Benefits by reimbursing the Employer for the actual cost of the insurance.
- C. Only employees who meet all of the conditions of retirement as defined in Sections 20, 21, and 27 of the Retirement System Plan at the time they discontinue performing services for the Employer will be eligible for the retirement insurance coverage as defined in Section "A" and "B" of this Article. Employees who leave employment with the Road Commission prior to reaching 55 years of age with 25 years of service or 60 years of age with 8 years of service are permanently ineligible for retirement health care benefits.

Only employees who have submitted a written request for deferred retirement between July 1, 1995 and January 4, 1996 will be eligible for Article 36 "A" and "B" benefits.

ARTICLE 37. SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and the Council or International Union. They shall be approved or rejected within a period of thirty (30) days following the date of agreement between the parties.

ARTICLE 38. IN-SERVICE TRAINING

Employees covered by this Agreement who are required by the Employer to attend classes for service training during their regular working hours shall suffer no loss in their regular straight time earnings. No Employees covered by this Agreement shall be required to attend classes scheduled after working hours.

ARTICLE 39. TELEPHONE

Employees covered by this Agreement who are required to accept or make phone calls for the principle benefit of the Road Commission for Oakland County at a cost to the Employee may be reimbursed for said cost upon submission of an expense voucher.

ARTICLE 40. RATES OF PAY

Foremen who enter the bargaining unit after March 17, 1988 shall progress to the top pay level of the classification no sooner than after completing 12 consecutive months of service in the classification and then will so advance provided the employee has clearly demonstrated the necessary skills, knowledge and abilities required of the position of Foreman.

Effective the first full payroll period after 1-1-96, 1-1-97, and 1-1-98 respectively, the rates of pay shall be:

		<u>Start</u>	<u>After 1 Year</u>
(3.0%)	1996	\$37,737	\$39,460
(2.5%)	1997	\$38,680	\$40,447
(2.0%)	1998	\$39,454	\$41,256

Effective as of date of signing, any Foreman appointed to perform Superintendent duties for an absent Superintendent will be compensated at their then present Foreman rate of pay plus 5%. This step-up pay will only be applicable if the appointed employee works performing said duties for three (3) or more consecutive workdays and in that event said step-up pay will be retroactive to the first day the employee worked in the assignment.

ARTICLE 41. EFFECTIVE DATE

This Agreement shall become effective this _____ day of _____, 1997.

ARTICLE 42. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m., December 31, 1998.

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

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


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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on this 5th day of February, 1997.


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

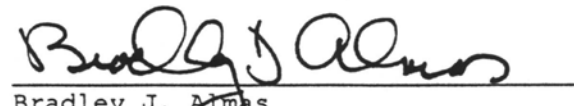

Richard G. Skarritt
Chairman


Ellen Keith
Staff Representative


Rudy D. Lozano
Vice-Chairman

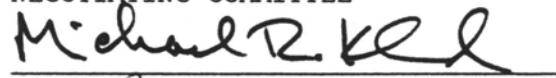

Terry M. Sullivan
Chapter Chairperson

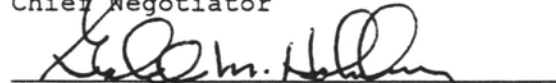

Larry P. Crake
Commissioner



Bradley J. Almas
Committee Member

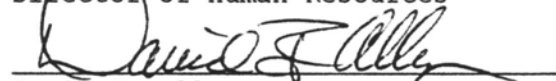

Brent O. Bair
Managing Director

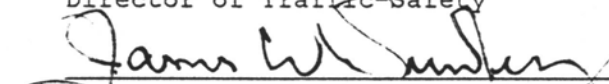
NEGOTIATING COMMITTEE


Michael R. Kluck, Attorney
Chief Negotiator


Gerald Holmberg
Deputy Managing Director


Doris A. Webster
Director of Human Resources


David F. Allyn
Director of Traffic Safety


James Dunleavy
Director of Highway Maintenance


Kris Pryor
Senior Human Resources Specialist



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

January, 1997

Mr. Terry Sullivan, Chairperson
Local 1917, Foremen

Board of Road Commissioners

John E. Olsen
Chairman

Richard V. Vogt
Vice-Chairman

Rudy D. Lozano
Commissioner

Brent O. Bair
Managing Director

Gerald M. Holmberg
Deputy Managing Director
County Highway Engineer

Dear Mr. Sullivan:

Foremen are currently permitted to take RCOC owned vehicles home as such are considered tools for the performance of their duties, which may include response to emergency situations that could arise at times other than the regular hours of work. Should the Employer determine that RCOC owned vehicles cannot be taken home by Foremen, the Employer will provide the Union with 30 working days notice and will, if requested, meet and confer with the Union to discuss the change in vehicle accessibility and how Foremen will respond to requests for service.

Sincerely,

ROAD COMMISSION FOR OAKLAND COUNTY

Doris A. Webster
Director of Human Resources

31001 Lahser Road
Beverly Hills, MI
48025

810-645-2000

FAX

810-645-0452



810-645-9923

REVISED POSITIVE DISCIPLINE

V. FORMAL DISCIPLINE

- C. The third step in the formal disciplinary process is the Decision Making Leave (DML). A DML may occur during the active period of a Written Reminder when an employee fails to demonstrate the outlined improvement or if an offense occurs which is so severe that a DML is warranted. A meeting will be conducted to discuss all issues related to the DML. An employee and the local president or chapter chairperson, if applicable, will be notified in writing two working days before the meeting if it is based upon failure to reach the performance, attendance, or conduct standards as outlined in a Written Reminder. When an investigation of a crisis suspension indicates that a DML is warranted, the employee and the local union president or chapter chairperson will be notified in writing two working days prior to the DML meeting.

A meeting with the employee and their representative will be conducted by the immediate supervisor, second line supervisor, and Department Director in order to discuss the issues related to the DML. During that discussion the positive and negative aspects of the employee's overall work record, (performance, attendance, conduct) will be reviewed. If at the conclusion of this meeting the decision is to issue a DML, the specific improvement needs will be discussed and given to the employee in writing (Exhibit 7). The decision to issue the DML requires the approval of the Department Director and Director of Human Resources or acting designee in their absence. The employee will then be given the next regularly scheduled day off without pay to decide whether or not to commit to meeting Road Commission for Oakland County standards.

VII.

CRISIS SUSPENSION

When an employee's inappropriate behavior is so serious that immediate removal from the workplace is necessary, the employee will be required to leave Road Commission for Oakland County property, pending an investigation. Generally this conduct would be any behavior that threatens the life and/or property of Road Commission for Oakland County employees or the general public. Some examples but not limited to, would be theft, fighting, possession of a firearm, use of alcohol or illegal drugs, on Road Commission for Oakland County property. This action is not deemed as disciplinary in nature, but rather action taken as a safety precaution while an investigation is conducted. The crisis suspension shall be unpaid, however, benefits will be maintained during the investigation. The supervisor then reviews the situation with his/her manager and the Human Resources Department to decide what action, if any, should be taken. This investigation should normally be completed within two (2) working days of the incident. If the situation is substantiated the resulting action will, in most cases, be either DML or termination. If no charges are warranted, the employee will be reinstated and compensated for lost wages.