

3675

6/30/2000

AGREEMENT
BETWEEN
ONTONAGON COUNTY ROAD COMMISSION
AND
LOCAL #460
Affiliated with Michigan Council #25
AFSCME, AFL-CIO

Ontonagon County Road Commission

EFFECTIVE: JULY 1, 1997
EXPIRATION: JUNE 30, 2000
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1 PREAMBLE

This Agreement entered into by the Ontonagon County Road Commission hereinafter referred to as the "Employer," and Local #460, affiliated with Michigan Council #25, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment for term of this Agreement of all employees of the Employer included in the bargaining units, excluding Supervisors, Surveyor, Administrative Employees and Office Personnel.

ARTICLE 2. UNION/MANAGEMENT RELATIONS.

Section 1. All collective bargaining with respect to wages, hours and working conditions and other conditions of employment shall be conducted by authorized representatives of the Employer.

Section 2. Agreements reached between the parties to this Agreement shall become effective only when signed by the authorized representatives of the parties hereto.

ARTICLE 3 UNION SECURITY - (Agency Shop).

Section 1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership, for the duration of this Agreement.

Section 2. Employees covered by this Agreement and who are not members of the Union at the time it becomes effective shall be required as a conditions of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing ninety (90) days after the effective date of this Agreement, and such condition shall be required for the duration of the Agreement.

Section 3. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement, shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement commencing the ninetieth (90th) day following the beginning of their employment in the unit.

Section 4 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 Section.

Section 5 Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues.

ARTICLE 4. UNION DUES AND INITIATION FEES.

Section 1. Dues Check-Off

A. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if an, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Section 4), provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

B. Dues and initiation fees will be authorized, levied, and certified in accordance with the constitution and by-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary/Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

Section 2. Representation Fee Check-Off

A. The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Section 4), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of the contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

B. The amount of such representation fee will be determined as set forth in Article 3 of this contract.

Section 3 Remittance of Dues and Fees.

A. When Deductions Begin: Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

B. Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later the fifth (5th) day of the month following the month in which they were deducted.

C. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

D. The Employer does agree to deduct Union Representation Fees and dues as outlined in this agreement at no charge to the Union.

Section 4. Authorization Form.

To: _____
EMPLOYER

I hereby request and authorize you to deduct from my earnings, one of the following:

- An amount established by the Union as monthly dues.
- An amount equivalent to monthly dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO on behalf of Local _____ . Date started union position _____

Chapter:

(PLEASE PRINT)

By: FIRST NAME INITIAL

LAST NAME

STREET NUMBER STREET NAME AND DIRECTION

CITY ZIP CODE

AREA CODE TELEPHONE SOCIAL SECURITY NUMBER

SIGNATURE

EMPLOYER'S COPY

DATE



Section 5. Save Harmless:

In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee at the Union's request, the Union shall 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 provisions of this Agreement.

ARTICLE 5. HOURS OF WORK.

Section 1. Regular Hours:

The regular hours of work each day shall be consecutive, except that they may be interrupted by a one-half (1/2) hour lunch period.

Section 2. Work Week:

The work week shall consist of five (5) consecutive eight (8) hour days, Monday to Friday, inclusive.

Section 3. Work Day:

Eight (8) consecutive hours of work within a twenty-four (24) period, beginning at the start of the employee's regularly scheduled work shift shall constitute the regular work day.

Section 4. Work Shift:

Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

Section 5. Winter Starting Time:

A 6:00 a.m. winter starting time will go into effect beginning no later than November 15 of each year. Exceptions shall be the night shift and night patrolmen, whose starting time will be 9:00 p.m. during the winter season.

Section 6. Emergency Operations:

Due to the unusual nature of the winter time operation, and/or emergency work of the Employer, dictates that all employees other than those on authorized leave be available for emergency operation.

Section 7. Overtime List:

An overtime list shall be posted in each garage. Employees desiring overtime shall sign the list. Employees signing the list are the ones that will be called when overtime is needed. This list shall be posted at the same time the Night Shift Bids are posted.

ARTICLE 6. REST PERIOD.

All employees will be entitled to a ten (10) minute coffee break to be taken two (2) hours after the start of the shift except shop employees whose break time will be nine (9) a.m. The coffee break cannot be taken in homes or restaurants.

When an employee is called out a time other than his regular shift, he will be permitted to take a ten (10) minute coffee break.

When an employee works beyond his regular shift he will be permitted to take a ten (10) minute coffee break in a restaurant or home, two (2) hours after his regular shift would end if he is within one-half (1/2) mile of the location and there are no more than two (2) employees at the location.

ARTICLE 7. MEAL PERIODS.

All employees shall be granted a lunch period each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift. The lunch period shall be one-half (1/2) hour.

ARTICLE 8. HOLIDAYS.

Section 1. Holidays Recognized and Observed:

The following days shall be recognized and observed a paid holidays:

New Year's Day	Labor Day
Easter Monday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Good Friday	

Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

Section 2. Eligibility Requirements:

Employees shall be eligible for holiday pay under the following conditions;

A. The employee would have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on a day off, vacation or sick leave; and,

B. The employee worked his last scheduled work day prior to the holiday and his first scheduled work day following the holiday, unless he is excused by the Employer.

Section 3. Holiday Pay:

Eligible employees who perform no work on a holiday shall be paid eight (8) hours at their current hourly rate of pay.

Section 4. Holiday Work:

If an employee works on any of the holidays listed in Section 1, he shall be paid one and one-half (1 1/2) his straight time rate for such hours worked in addition to holiday pay.

Section 5. Holiday Hours for Overtime Purposes:

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

ARTICLE 9. SICK LEAVE

Section 1. Allowance:

Any employee contracting or incurring non-service connected sickness or disability which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay, provided, however, that the Commission may require after two (2) days of sick leave, a doctor's certificate to return to work. Any employee who is regularly under a physician's care shall not be required to have such certificate.

Employees shall be eligible for sick leave after ninety (90) days of service. Employees shall be allowed twelve (12) days of sick leave for each year of service. To qualify for one day of sick leave per month an employee is required to be compensated for six (6) or more hours of work for the calendar month. Employees may use sick leave for illness in immediate family (spouse, children) up to a maximum of five (5) days per year.

Section 2. Accumulation:

Accumulation of sick leave shall be unlimited.

Section 3. Unused:

Hired prior 7/1/94 - Employees shall be compensated in cash for one-hundred per cent (100%) for any accumulated unused sick leave when they are permanently separated from employment.

Hired after 7/1/94 - Employees shall be compensated in cash for a maximum of eighty (80) days of accumulated unused sick leave when they are permanently separated from employment.

In the event of death, payment is to be made to the estate of the employee for both cases.

The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation.

Section 4. Reporting In:

An employee unable to report for work must inform his immediate supervisor that he will be absent prior to the start of his regular shift. An employee unable to report for work at the regular starting time of his shift must inform his immediate supervisor that he will be late in reporting for work. In proper cases, exceptions will be made.

ARTICLE 10. LEAVE OF ABSENCE

Section 1. Eligibility Requirements

Employees shall be eligible for unpaid leaves of absence, after ninety (90) working days from date of hire.

Section 2. Applications for Leave

Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor with a copy to his garage steward. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing with a copy to the garage steward.

Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family sickness or death), shall be answered before the end of the shift on which the request is submitted.

A request for a short leave of absence - a leave not exceeding one (1) month - shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days with a copy to the garage steward.

In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested. However, if an employee is returning from an educational leave of absence during which the employee has acquired the qualifications for a higher-rated position, the employee shall be returned to the higher-rated position under the following conditions:

The position became or remained open during the employee's leave and it is still open at the time the employee returns from leave, and the employee requests assignment to the higher-rated position within the (10) days after returning from an educational leave, and the employee has greater seniority than other qualified employees requesting assignment to the position.

Section 3. Paid Leaves:

A. Annual Leave:

The annual leave schedule will be as follows:

1 Year of Service	- 5 days
2 Years of Service	- 10 days
6 to 8 Years of Service	- 15 days
9 to 11 Years of Service	- 16 days
12 to 14 Years of Service	- 17 days
15 to 17 Years of Service	- 18 days
18 to 19 Years of Service	- 19 days
20 Years of Service	- 20 days
21 Years of Service and beyond	- 22 days

The first two (2) weeks are compulsory and must taken during the year. The employee may take the third (3rd) and or fourth (4th) week of vacation or may be paid for that week at his regular pay upon the discretion of the Engineer or Foreman.

The Employer agrees to allow any employee to take time off on a day to day basis during deer season with the permission of his immediate supervisor.

Requests as to time of vacation must be filed with the Foreman by May 1 of each year, each employee designating his first, second and third choice of vacation time with seniority governing.

It is mutually agreed that employees who are injured on the job will be covered by vacation benefits as follows:

Hours Worked During the Anniversary Year	1 Year Man	2 Year Man	7 Year Man
Less than 450	0 Hrs.	0 Hrs.	0 Hrs.
450 but less than 950	10 Hrs.	20 Hrs.	30 Hrs.
950 but less than 1350	20 Hrs.	40 Hrs.	60 Hrs.
1350 but less than 1800	30 Hrs.	60 Hrs.	90 Hrs.
1800 and over	40 Hrs.	80 Hrs.	120 Hrs.

This policy will only apply the first anniversary year after the injury.

B. Family Sickness and Death:

In the event of a death in the immediate family of an employee (spouse, parent, children, brother, sister, mother-in-law, father-in-law, sister/brother-in-law, grandparents, grandchildren, and son/daughter-in-law) the employee shall be granted three (3) days leave of absence with pay deducted from sick leave to make household adjustments or to attend funeral service.

C. Personal Leave:

All employees shall be granted two (2) personal leave days per year, deductible from sick leave, and shall give the Employer a twenty-four (24) hour notice.

Section 4. Unpaid Leaves:

A. Jury Duty:

1. Any employee who is subpoenaed as the result of an accident or is involved in an accident while on duty who must attend court shall suffer no loss of pay, but will be paid the difference between court duty pay and his regular pay. In order to receive payment under this Section, an employee must give the Employer prior notice that he has been summoned for court duty and must furnish satisfactory evidence that court duty was performed on the days for which payment is claimed.

2. Any employee who is called to and reports for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty. If the employee otherwise would have been scheduled to work for the Employer and does not work, and amount equal to the difference between (a) the employee's regular straight time hourly rate, exclusive of shift, and any other premiums for the number of hours up to eight (8) that he otherwise would have been scheduled to work, and (b) the daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses). The Employer's obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of thirty (30) days in a calendar year. In order to receive payment under this Section, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this Section are not applicable to an employee, who, without being summoned, volunteers for jury duty.

B. Reasonable Purposes:

Leaves of absence for a limited period (not to exceed six (6) months) shall be granted for any reasonable purpose by the Employer, and any such leave shall be extended or renewed for any reasonable period at the option of the Employer.

C. 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, may, at the written request of the Union, be granted a leave of absence. The leave of absence may not exceed two (2) years, but it may be renewed or extended for a similar period at the option of the Employer. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon the request of the Union, at the option of the Employer.

D. Education:

After completing one (1) year of service, any employee, at the option of the Employer and upon request, may be granted a leave of absence for educational purposes. The period of the leave of absence for educational purposes shall not exceed one (1) year, but it may be extended or renewed at the request of the employee. One (1) year leaves of absence (with any requested extension) for educational purposes shall not be provided more than once every three (3) years. Employees may also be granted leaves of absence at the option of the Employer for educational purpose (not to exceed one (1) month in any calendar year) to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

E. Military Service:

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. Any 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 military service.

ARTICLE 11. WAGES.

Section 1. Wage Schedule:

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix "A". The attached wage schedule shall be considered a part of this Agreement.

When a new job is created, the Employer will notify the Union of the classification and rate structure for such position. In the event the Union does not agree that the rate is proper, such rate shall be subject to negotiations.

Section 2. Pay Period:

The salaries and wages of employees shall be paid bi-weekly, on Friday of the appropriate week. In the event this day is a holiday, the preceding day shall be payday.

ARTICLE 12. CALL TIME.

An employee called to work outside of his regularly scheduled shift shall be paid for a minimum of three (3) hours at his regular rate.

If the call time work assignment and the employee's regular shift overlap, the employee shall always be entitled to his regular shift.

ARTICLE 13. SENIORITY.

Section 1. Definition:

A. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment, except for lost time during the probationary period on a day for day basis. When an employee completes the probationary period, by accumulating ninety (90) calendar days of employment within not more than one-hundred eighty (180) calendar days, he shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) days prior to the day he completed the probationary period. There shall be no seniority among probationary employees. During the ninety (90) calendar day period, the Employer has the right to discharge a probationary employee without cause. A probationary employee who has broken service by his own actions shall forfeit his time worked for full-time status.

A.1 Seasonal employees - It is agreed that these employees will be part of the recognized bargaining unit and covered by the Collective Bargaining Agreement, however; the only benefit entitlements will consist of holiday pay and overtime pay. All other benefits are excluded for said position.

Seasonal employees will be on probation for their first season of employment, approximately November 1 to April 1.

It is agreed that the employer has the right to hire an unlimited number of seasonal employees.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

C. Seniority shall be on a County-wide basis, in accordance with the employee's last date of hire.

D. It is agreed that employees hired under Federal or State Governmental Programs shall not earn seniority unless the enabling legislation provides that they shall receive the benefits under the contract. It is further agreed that such employees will not be used to replace, displace or reduce the hours of the regular work force. If an employee hired under any such program is retained, he shall be credited with the time worked under the program for probationary purposes.

E. It is agreed that the employer will maintain a minimum of 46 full time employees.

Section 2. Seniority Lists:

A. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

B. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

C. The Employer will keep the seniority list up-to-date and will provide the Local Union with up-to-date copies upon request.

Section 3. Loss of Seniority:

An employee shall lose his seniority for the following reasons only;

A. He quits.

B. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

C. He is absent beyond one (1) day without notifying the Employer. In proper cases, exceptions may be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated.

D. If he does not return to work when recalled from lay-off as set forth in the recall procedure. In proper cases, exceptions may be made.

E. Return from sick leave and leaves of absence will be treated the same as C above.

F. He retires.

G. An employee not recalled within a five (5) year period of time will be considered a permanent lay-off and no longer subject to the recall procedure.

Section 4. Shift Preference:

A. Shift preference will be granted on the basis of seniority within the classification. In proper cases, exceptions may be made. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within the written request was made.

B. It is understood that all shifts in all garages will be filled by personnel in the garage in which the shift exists. An employee of a garage cannot refuse a shift for seniority reasons because an employee at another garage is junior to him.

Section 5. Seniority of Officers:

Notwithstanding their position on the seniority list, the President, Vice-President, Financial Secretary, Recording Secretary, Chief Steward and Stewards of the Local Union shall in the event of a layoff only, be continued at work at all times, provided they can perform any of the work available.

Section 6. Supplemental Agreements:

All supplemental agreements shall be subject to the approval of the Employer and the Union.

Section 7. Layoff:

A. If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary employees will be laid off first. Seniority employees will be laid off according to seniority as defined in Section 1C. Disposition of these cases will be a proper matter for a special conference, and if not resolved, it shall then be subject to the Appeal Board step of the Grievance Procedure.

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

Section 8. Recall Procedure:

When the working force is increased after a layoff, employees will be recalled according to seniority as defined in Section 1C. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report to work within ten (10) working days from the date of mailing of the notice of recall, he shall be considered a quit.

Section 9. Transfers Out of the Bargaining Unit:

If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this agreement. If however, an employee continued in the non-bargaining unit position past the six month limit, all seniority earned prior to the acceptance of the position shall be frozen in the event said employee returns to the bargaining unit at a later date.

Section 10. Promotions:

A. Promotions within the bargaining unit shall be made on the basis of seniority and qualification. Job vacancies will be posted for a period of seven (7) calendar days setting forth the minimum requirement for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar day posting period. The senior qualified employee applying for the promotion and who meets the requirements shall be granted a thirty (30) working day trial period to determine:

1. His ability to perform the job;
2. His desire to remain on the job.

Posted positions will be filled within two (2) weeks after the seven (7) calendar day posting period provided a qualified employee within the bargaining unit applies. If no qualified employee within the bargaining unit applies, the position will be filled within six (6) weeks after the seven (7) calendar day posting period.

In the event the senior applicant is denied the promotion, reasons for the denial shall be given in writing to such employee and the Steward. In the event the senior applicant disagrees with the reason for the denial, it shall be a proper subject for the Grievance Procedure.

B. During the thirty (30) working day trial period, the employee shall have the opportunity to revert back to his former classification and shall submit, in writing, the reasons why the employee is reverting back to the former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the Grievance Procedure.

C. In the event of a vacancy or a newly-created position, employees shall be given the opportunity to transfer on the basis of seniority and qualification. In such cases, all vacant and newly-created positions shall be posted in a conspicuous place in each building in the place of employment at least seven (7) calendar days prior to filling such vacancy or newly-created position.

D. Once an employee has been promoted to a higher classification and completed his trial period, he will not be permitted to bid down to another classification of lower pay for an eighteen (18) month period.

E. When promotions are to be made concerning mechanics, Management shall have the right to make such promotions as they feel justified without complying with the above paragraphs.

Section 11. Temporary assignments:

Any employee assigned to work in a higher classification will receive the rate of pay for that classification for all hours worked in the higher classification. An employee required to work in a lower classification shall receive his regular rate of pay, unless the assignment was made to avoid a layoff or at the request of the employee, in such cases, the employee shall receive the lower rate.

Temporary assignments of ten (10) days or more will be granted to the senior qualified employee.

It is agreed the following procedure will be used to secure a night patrol man;

1. The job will be posted each year for the normal period of time. If more than one person signs for the job, the senior qualified person will receive the job for that year.
2. If no one signs for the job, the employee with the least seniority who qualifies will be placed on the job.
3. This procedure will be used each year as the position is not continuous.

ARTICLE 14. HEALTH AND WELFARE

Section 1. SAFETY COMMITTEE. A safety committee of employees and the Employer representatives is hereby established. This Committee will be comprised of the Steward from the garages of Ontonagon, Bruce Crossing, Bergland and Mass; and a mechanic. They shall meet at the call of either party during regular daytime working hours or under the call-time provisions of this Agreement. Results of such meetings shall be made as soon as possible to the Employer by the Committee.

Section 2. Hospitalization:

A. The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family under the Blue Cross/ Blue Shield Community Blue PPO Option I, with the Family Continuation Dependent Rider and the Preferred RX \$5.00 PCD-PDCM. This coverage shall be applied to all full time employees. In the event an employee is disabled due to illness or injury, the Commission will continue to pay their share of the hospitalization insurance, for a period of eight (8) months, measured from his last paycheck. Payment by the Commission shall cease if the employee retires before eight (8) month period ends. The policy will then revert to direct payment plan.

B. The employer agrees to pay the full premium for the Blue Cross/ Blue Shield Comprehensive Preferred Plan I dental program. The coverage is 80%-20%. Effective 8/1/94 an Orthodontic rider is added.

C. Effective 8/1/94 an Optical rider is added.

D. In the event the Employer desires to change carriers, a meeting shall be held with the appropriate officials for the purpose of making the Union aware of the proposed changes. If the Union does not agree, said changes shall be subject to the conclusive negotiations prior to implementation of any part of the proposed package.

E. Employer shall pay the full premium for retirees between the age of 60 and 65. Employees retiring prior to age 60 shall be required to pay the premium until age 60 when Employer will take over the payment of the premium.

Section 3. WORKER'S COMPENSATION

Each employee will be covered by the applicable Worker's Compensation laws, and the Employer further agrees, in the event an employee becomes eligible for Worker's Compensation income, an amount deducted from the employee's accumulated sick leave sufficient to make up the difference between Worker's Compensation and his regular weekly income based of forty (40) hours. This extra pay will be charged only against the employee's accrued sick leave. While on Worker's Compensation, an employee will not be eligible to accumulate fringe benefits.

Section 4. LIFE INSURANCE COVERAGE

The Employer agrees to pay the full premium of term life insurance plan for each full time employee, face value of \$10,000 while employed or laid off, for ninety (90) days or less, and \$5,000 face value when on retirement.

Section 5. Retirement:

The Employer does agree to provide a pension plan for all regular employees with the Municipal Employees' Retirement System. The plan to be B-2. The Employer shall pay the full cost of the retirement program.

Employees will be required to deposit their monthly payments on or before five (5) days from the billing date.

ARTICLE 15. DISCIPLINE AND DISCHARGE,

Section 1. Discipline:

Disciplinary action or measures shall include only the following:

1. Oral reprimand, or
2. Written reprimand, or
3. Suspension (notice to be given in writing), or
4. Discharge

Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibility as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular Grievance Procedure.

It is hereby agreed that neither party shall make derogatory or embarrassing statements and/or cause the other party to be embarrassed in front of other employees, Management, and/or the general public.

Section 2. Discharge:

The employer shall not discharge any employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and his Steward will be notified in writing that the employee has been suspended and is subject to discharge.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

Section 3. Notice of Discharge and Discipline:

The Employer agrees upon discharge or discipline of an employee to notify in writing within two (2) days the Steward of the garage of the discharge or discipline. Discipline to take place within three (3) working days after the employer elects to take action.

Section 4. Discharge and Discipline:

The discharged or disciplined employee shall discuss his discharge with the Steward of the garage and the Employer before he is required to leave the property of the Employer. Should the discharge or discipline occur after the regular work shift, the matter shall be discussed as above at the beginning of the next work day, and any time limits shall start from that time.

Section 5. Appeal of Discharge or Discipline:

Should the discharged or disciplined employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing by the Chief Steward to the Engineer within three (3) regularly scheduled working days of the discharge or discipline. The employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, then the matter shall be referred to the second step of the Grievance Procedure by the Local President. If the answer at Step 2 is still not satisfactory, the discipline or discharge will be advanced to Step 3 of the Grievance Procedure.

Section 6. Use of Past Record:

In imposing any discipline or discharge, the employer will not take into account any prior infractions which occurred more than two (2) years previously.

ARTICLE 16. SETTLEMENT OF DISPUTES.

The Employer will answer in writing any grievance presented to it in writing by the Union. The grievance must be presented in writing by the Steward to the immediate supervisor within five (5) working days of its occurrence. Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

STEP 1.

A. If the employee feels he has a grievance, he shall discuss the grievance with the Steward.

B. The employee or the Steward and employee shall discuss the grievance with the immediate supervisor.

C. If the matter is there by not disposed of within two (2) working days, it will be submitted in written form by the Steward to the immediate supervisor.

D. The immediate supervisor will answer the grievance in writing within two (2) working days.

STEP 2.

If the grievance is not settled, it shall be presented in writing by the Chief Steward to the Engineer and Commission at a meeting between the parties within seven (7) working days after the Supervisor's response is due. The Commission representatives, Immediate Supervisor, employee, or employee and Union representatives shall discuss the grievance at the meeting. The Commission shall respond to the Chief Steward in writing within seven (7) working days of the receipt of the grievance.

STEP 3.

A. If the answer at Step 2 is not satisfactory, and the Union wishes to carry it further, they shall refer the matter to the Union Council within seven (7) working days after reply at Step 2 is due.

B. In the event the Union Council wishes to carry the matter further, it shall, within fifteen (15) working days from the date of the Employer's last answer at Step 2, meet with the Employer for the purpose of attempting to select an arbitrator. In the event they cannot agree on an arbitrator within five (5) days from the meeting called for that purpose, then an arbitrator shall be selected from a list of five (5) submitted by the Employment Relations Commission. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name, and the process will be repeated. The remaining person shall be the arbitrator.

C. The arbitrator shall make his judgment based of the express terms of the Agreement and shall have no authority to add to or subtract from any terms of the Agreement. Expenses for the arbitrator shall be shared equally between the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

D. Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.

E. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of Management's last answer.

F. A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liability shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not restated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

G. Withdrawal of Cases;

After a case has been referred to the Arbitrator, the case may not be withdrawn by either party, except by mutual consent.

ARTICLE 17. COMPUTATION OF BACK BENEFITS.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any monies received from unemployment insurance and monies earned that could not have been earned if the employee was working for the Ontonagon Road Commission on his regular shift.

ARTICLE 18. STEWARDS AND ALTERNATE STEWARDS.

There shall be one (1) Steward in each garage or shop and one (1) Chief Steward and assistant Chief Steward, who will be one of the garage stewards, for the entire Local. These, with the Local President, shall comprise the Grievance Committee.

The Stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer. The Employer shall be informed in writing of the Stewards and any changes thereof shall be submitted in writing to the Employer.

ARTICLE 19. STRIKES AND LOCKOUTS.

Section 1. Lockouts:

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

Section 2. Strikes:

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strike breakers or go through picket lines, except in cases of emergency in Ontonagon County.

ARTICLE 20. GENERAL PROVISIONS.

Section 1. Pledge Against Discrimination and Coercion:

The provisions of this Agreement shall be applied to all employees in the bargaining unit without 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.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include both male and female employees.

The Employer agrees not to interfere with the rights of the employees and there shall be no discrimination, interference, restraint, or coercion by the Employer representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 2. Bulletin Boards:

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The material shall be restricted to notices of Union meetings, elections, recreational and social affairs. The engineer, with the Commission's approval, shall approve any material other than the above.

Section 3. Union Activities on Employer's Time and Premises:

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to:

1. Post Union notices.
2. Attend Negotiating meetings.
3. Transmit communications, authorized by the Local Union or its officers to the Employer or his representatives.
4. Consult with the Employer, his representative, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

Section 4. Visits by Union Representatives:

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees shall have free access to the premises of the Employer at any time during working hours, so long as such representatives do not interfere with the work of the employees.

SECTION 5. WORK RULES

All existing and future work rules shall be subject to mutual agreement before becoming effective.

A. Establishing: The Employer agrees to negotiate changes in existing work rules or the establishment of new work rules with the Union.

B. Revision: Changes in existing work rules shall not become effective until they have been agreed upon by the Employer and the Union. In addition, when existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days before becoming effective.

C. Informing Employees: The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New full time employees shall be provided with a copy of the rules at the time of hire.

D. Enforcing: Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint involving discrimination in the application of new or existing rules shall be resolved through the Grievance Procedure.

SECTION 6. UNIFORMS AND PROTECTIVE CLOTHING

If an employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the employee by the Employer.

Safety shoes are required of all employees and the Employer agrees to pay each bargaining unit member one hundred twenty-five dollars (\$125.00) per year as a supplement for safety shoes.

SECTION 7. COVERALLS

The Employer agrees to furnish coveralls for all mechanics and greasers, and one (1) pair for each tar crew, two (2) pair for each distributor, paver, crusher, and blacktop plant, and to maintain the same.

SECTION 8. RETURN OF TRUCKS FROM JOBS

Trucks returning and men returning from jobs away from the garage will be given the opportunity to be allowed to return, based on an average speed of forty (40) miles per hour. It is agreed if they are not at the gas pump by five (5) minutes before quitting, that the night man is to gas up the trucks and put them into the garage. This is during the summer months for construction and road repair only, and does not include heavy equipment.

ARTICLE 21. MANAGEMENT RIGHTS.

Section 1.

Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the right to manage and operate 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 maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment, and in all respects to carry out the ordinary and customary function of management, provided, however, that these rights shall not be exercised in violation of any specific provisions of the Agreement.

Section 2.

Except as in this Agreement otherwise specifically, and expressly provided, the Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement.

Section 3.

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

ARTICLE 22. CONTRACTING - SUBCONTRACTING.

The Employer shall be allowed to contract out work, provided it does not replace or displace bargaining unity employees from the existing work force except the Employer is permitted to contract any work when State or Federal grants require the project to be contracted.

The Employer shall be permitted to use Social Services workers and others in similar governmental programs to perform work on projects as long as they do not replace bargaining unit employees and do not reduce the work force hours.

The Employer may hire CETA employees, for projects only and they may not be used to replace any regular employees, and the Union acknowledges these CETA employees are not eligible to join the Union

ARTICLE 23. TERMINATION.

This Agreement shall be effective as the 1st day of July, 1997 and remain in full force and effect until the 30th day of June, 2000. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations, shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 1997.

FOR THE ONTONAGON COUNTY
ROAD COMMISSION EMPLOYEES'
LOCAL #460, COUNCIL #25, AFSCME,
AFL-CIO

R.W. Halquist, Staff Rep
Roger W. Halquist, Pres.
Gerald Mattson
John A. Brunton

FOR THE ONTONAGON COUNTY
ROAD COMMISSION:

John A. Brunton
James E. J. J. J.
Richard S. S.

**APPENDIX A
CLASSIFICATION AND RATES**

CLASS	TITLE	7/1/97	7/1/98	7/1/99
I	Assistant shop Forman	\$12.95	\$13.25	\$13.55
II	Mechanic I	\$12.70	\$13.00	\$13.30
III	Leadman *	Regular rate per hour plus \$0.15 per hour		
		\$12.34	\$12.64	\$12.94
IV	Heavy Equipment Operator	\$12.35	\$12.65	\$12.95
V	Truck Driver	\$12.19	\$12.49	\$12.79
VI	Probationary Employees	\$11.98	\$12.28	\$12.58
VII	Night Patrol	\$12.60	\$12.90	\$13.20
VIII	Greaser	\$12.35	\$12.65	\$12.95
IX	Mechanic Helper	\$12.45	\$12.75	\$13.05
X	Seasonal Employees	First Season:	80% of Truck Driver	
		Second Season:	90% of Truck Driver	
		After two (2) Seasons:	100% of Truck Driver	

* The existing garage foreman shall be grand fathered in and used as Leadman. Leadman shall be assigned on the basis of seniority and qualifications within the defined work group.

NOTE: The above rates reflect the cost of living adjustments. It is agreed the cost of living provision will be retained in this contract as in the previous contract for historical purposes.

There shall be a shift premium of \$0.25 per hour for all employees, between 6:00 p.m. and 6:00 a.m., working other than their regular scheduled shift.

Time and one-half will be paid for all hours over eight (8) in one (1) day, forty (40) in one (1) week and for Saturday and Sunday as such.

There will, in no event, be pyramiding of overtime.

Heavy equipment pay will be paid for the following equipment; Bulldozer, Rubbertired Bulldozer, Endloader, Paver Operators, Graders, Low-boy, Grade-All, Roller, Manual Transmission Tandem Trucks, Shovels(gas or Diesel), Crusher Operator - 1 Man and Blacktop Plant - 2 Men. All other equipment will be at truck driver rate.

The employer agrees to reimburse employees for their C.D.L. in the amount of thirty (30) dollars. The employer agrees to pay for CDL required physicals up to a maximum of seventy five (\$75.00) dollars per year, upon presentation of verification that the license or physical has been obtained.

**APPENDIX B
COST OF LIVING**

Effective July 1, 1994 through June 30, 1997: (see Appendix A)

A. The adjustment in the cost of living allowance shall be made as of the first payroll period commencing on or after October 1, 1982 and be adjusted quarterly, and shall be based on the Consumer Price Index of the second preceding month to adjustment date as follows:

Adjustments shall be made in:	Based on Consumer price Index for preceding:
October	September
January	December
April	March
July	June

B. The amount of the cost of living allowance which shall be effective respectively for any quarterly period, as specified above, shall be determined in accordance with the following;

C. Adjustment are made every three (3) months, with a one (1) cent per hour increase for every 0.4 increase in the B.L.S. Cost if Living Index.

D. The adjustment shall exceed fifteen (15) cents per year for the period of July 1, 1994 to June 30, 1997.

E. De-escalation shall be based on the same formula as above provided; however, it cannot be reduced by more than that granted by the above clause.

APPENDIX C

SPECIAL CONFERENCES

In the interest of sound labor relations between the employees and the Employer, special conferences may be held by mutual consent, but however, the meeting will be within twenty (20) days, for the purpose of exchanging ideas and information. Arrangements for such conferences shall be handled by the Chairman of the unit and the Employer.