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AGREEMENT

between

O T S E G O C O U N T Y R O A D C O M M I S S I O N

and

**OTSEGO COUNTY ROAD COMMISSION EMPLOYEES' CHAPTER
OF LOCAL 1534
AFFILIATED WITH MICHIGAN COUNCIL #25
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO**

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AGREEMENT

This Agreement, entered into on this 16th day of January, 1996, between the Otsego County Road Commission (hereinafter referred to as the "Employer"), and the Otsego County Road Commission Chapter of Local #1534 affiliated with Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT

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

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

ARTICLE 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, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer excluding clerical, temporary, seasonal and supervisory employees as defined in the Act.

ARTICLE 2. AID TO OTHER UNIONS

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

ARTICLE 3. UNION SECURITY AND AGENCY SHOP

(a) 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.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective 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, commencing thirty (30) days after the effective date of this Agreement.

(c) 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 thirtieth (30th) day following the beginning of their employment in the unit.

(d) Save Harmless. In the event the Employer, acting on the request of the Union, discharges 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 4. UNION DUES AND INITIATION FEES

(a) Payment by Check-off. Employees who are Union members shall tender the initiation fee and monthly membership dues by signing the Authorization of Check-off Dues form.

(d) Remittance of dues to financial officer. Deductions for any calendar month with a list from whom dues have been deducted shall be remitted as soon as possible after the last payday of the month, to the Secretary-Treasurer of Michigan Council #25. The dues remitted for the Month of January of each year shall include a list of names and addresses of all Union members from whom dues have been deducted; thereafter, only additions or deletions.

(e) Indemnification of Employer. The Union agrees to indemnify and save the employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for Union initiation fees or dues from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been remitted to the Treasurer at the address on file with the Employer.

ARTICLE 5. OFFICERS AND STEWARDS

(a) The Employer recognizes the right of the Union to designate officers and Stewards. The Employees of the Otsego County Road Commission will be represented by a chapter chairperson and a steward, either of whom act only in the absence of the other. The chapter chairperson or the steward during their working hours, without loss of time or pay, may investigate and present grievances to the Employer, only after receiving prior approval by their foreman, expending thereon a reasonable period of time in view of the gravity of the situation. Any employee who takes an unreasonable or unnecessary amount of time in investigating a grievance may be subject to disciplinary action.

(b) The Union shall designate, in writing, to the Employer the names of the chapter Chairperson and Steward, and any changes therefrom, and the Employer shall not be required to recognize or deal with any employee other than the one so designated.

ARTICLE 6. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the chapter chairperson and the employer, through the Engineer-Manager, upon request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union, but will be restricted to no more than four (4) representatives from each above-mentioned group. Arrangements for special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting will be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held after regular working hours. Two (2) members of the Union attending such conference shall be paid their straight time rate for the first hour of attendance. This meeting may be attended by a representative of the Council and/or representative of the International Union. The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with a representative of the Employer, for which a written request has been made.

ARTICLE 7. GRIEVANCE PROCEDURE

(a) A grievance is defined as a complaint against working conditions by an employee; a complaint of discrimination by an employee; disputes or complaints between the Employer and the Union; or disputes between employees arising under and during the terms of this Agreement. It is mutually agreed that all grievances shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust grievances in an amicable manner between the Employer and the Union in the following manner:

(b) In the event the Union fails to process a grievance to the next step of the grievance procedure within the specified time limit, the grievance shall be deemed settled on the basis of the Employer's last answer.

(c) In the event that the Employer fails to answer a grievance at any step of the grievance procedure within the specified time limits the grievance shall be deemed settled on the basis of the Union's last proposed solution.

Step 1

(a) A grievance must be presented in conference by the employee or steward, or both, to the foreman within five (5) working days from knowledge of its occurrence, or within that period of time within which the occurrence of the event would become known in the ordinary course of events in order to be a proper matter of grievance.

(b) If the matter is not disposed of within two (2) working days, it shall be submitted in writing by the employee or steward, or both, to the foreman.

(c) The foreman shall answer any grievance, in writing, submitted to him in writing, within two (2) working days.

Step 2

If the grievance is not settled in Step 1 and the matter is to be processed further, the grievance shall be presented within three (3) working days of the foreman's written answer to the Engineer-Manager, in writing, who shall then arrange a conference between the employee, the steward, the foreman, and the Engineer-Manager. This conference shall take place within four (4) working days after receipt of the written grievance. The Engineer-Manager shall answer the grievance within three (3) working days after the conference is held.

Step 3

If the grievance is not settled and the matter is to be processed further, the Chapter Chairperson shall refer the matter to Council #25. The Union shall request, in writing, within ten (10) working days of the day the Employer's answer in Step 2 is due, that a meeting be held between the parties in an attempt to settle the dispute. Said meeting to be held at a mutually agreeable time within thirty (30) calendar days of the date of the Union's notice requesting said meeting. This meeting shall consist of a six (6) person committee with three (3) representatives of the Union and three (3) representatives of the Employer. Should the parties mutually agree, a request for mediation may be filed, by either party, with the Michigan Employment Relations Commission. The Employer shall give their answer, in writing, within five (5) working days after the meeting.

Step 4

If the matter is not resolved in the process in Step 3 and the Union wishes to carry the matter further, they shall, within thirty (30) days after the answer at Step 3 is due, place the matter in arbitration in the following manner:

(a) The party requesting arbitration shall request that the Federal Mediation and Conciliation Service furnish both parties with duplicate copies of a list of five (5) qualified arbitrators.

(b) The Employer shall strike from said list one name. The parties shall then alternate in striking names until one name is left. This person shall be the arbitrator.

(c) If the arbitrator is willing to act, the matter shall proceed in arbitration under the rules and regulations of the American Arbitration Association. If the arbitrator is unwilling or unable to act, then another arbitrator shall be selected in the same manner as the first was selected.

The decision of the arbitrator shall be final and binding on both parties. Each party shall bear its own costs in both the mediation and arbitration proceedings, and the arbitrator's fee and expenses shall be borne equally by both parties.

ARTICLE 8. WITHDRAWAL OF CASES

(a) A grievance may be withdrawn where one or more grievances involve the same or similar issue. Those grievances may be withdrawn without prejudice pending the disposition of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

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

(c) Finality of Decision. There shall be no appeal from an arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer.

ARTICLE 9. PAYMENT OF BACK CLAIMS

If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work, if the employee's position is sustained through the grievance procedure.

ARTICLE 10. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

ARTICLE 11. DISCHARGE AND DISCIPLINE

The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension the Employer shall give at least one warning notice of the complaint, in writing, with a copy of the complaint to the Steward; except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is recklessness resulting in serious accident while on duty; unauthorized absence from work; conviction of a felony or a misdemeanor involving moral turpitude, dishonesty, drunkenness, or the carrying of unauthorized passengers while on the job. The warning notice as herein provided shall not remain in effect for more than two (2) years from the date of said warning notice.

Discharge shall be by proper written notice with a copy of the notice to the Steward, and shall state the reason for the discharge. Upon request, the Employer or his designated representative will discuss the discharge with the employee and the Steward. Should the Steward consider the discharge to be improper he shall present a complaint in writing to the Engineer-Manager within two (2) regularly scheduled working days of the discharge or discipline stating the reason why he feels discharge or discipline was improper. 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 answer is not satisfactory to the Union, the matter shall be referred to the grievance procedure at Step 3.

Use of Past Record: In imposing any discipline on a current charge, the employer will not take into account any prior infraction which occurred more than two (2) years previously.

Employee Assistance and Referral Program: If in the opinion of either the employee or management, personal problems on the part of the employee are interfering with his job performance, referral to an Employee Assistance and Referral Program (E.A.R.P.) may be offered to the employee at the option of the employer, or as provided for under the Substance Abuse Policy. If the employee then chooses to utilize the E.A.R.P., all disciplinary action then pending will be held in abeyance for a period of three (3) months. During that time the Employer will be authorized to monitor the attendance and maintenance of effort of the employee in treatment. A "release of information" authorization will be signed by the employee. In the event that a reasonable rate of attendance and maintenance are not evidenced, upon prior notification to the Union, the three (3) month grace period will immediately cease and the employee will be subject to normal disciplinary measures.

Employees involved in a E.A.R.P. may be required to take an unpaid leave of absence, time off without pay to attend treatment, or may be allowed to use accumulated sick or vacation time, at the discretion of the Employer.

ARTICLE 12. EQUIPMENT, ACCIDENTS AND REPORTS

Employees shall, at the end of their work day, report the condition of the equipment used that day. Such reports shall be made on a suitable form furnished by the Employer, and shall be made in multiple copies, one copy to be retained by the employee. The Employer will not require employees to take out on the streets or highways any vehicle that is not in safe operating condition. An Employee involved in an accident during working hours, or while operating a vehicle owned by the Employer shall immediately report the accident and any physical injury sustained. When requested by the Employer, the employee before starting his next work day shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject employee to disciplinary action by the Employer.

ARTICLE 13. SENIORITY, PROBATIONARY EMPLOYEES

New employees hired in the unit shall be considered as probationary employees for the first one (1) year of their employment. When an employee completes his probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the first date of hire. There shall be no seniority among probationary employees. The Union shall represent probationary employees only for the purpose of collective bargaining in respect to rates of pay and wages, except discharged or disciplined employees who have been discharged or disciplined for Union activity.

Probationary employees will receive all benefits as outlined in this Agreement.

ARTICLE 14. SENIORITY LISTS

Seniority lists on the date of this Agreement will show the names and job classifications of all employees of the unit entitled to seniority. The employer will keep the seniority list up to date at all times, and will provide the local chapter with up to date copies every six (6) months commencing from the date of this contract.

Every reasonable effort will be made by the employer to assign work in a job classification to the high-seniority employees of that classification.

ARTICLE 15. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons:

- (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 for three (3) consecutive working days without notifying the Employer of the reasons for his absence. After such absence, the Employer will send written notification to the employee at his last known address that his employment has been terminated.
- (d) He is laid off for a period of more than one (1) year or a period of time equal to time he has seniority, up to a maximum of three (3) years.
- (e) If he does not return to work when recalled from layoff as set forth in the Recall Procedure.
- (f) He retires.
- (g) A settlement with the employee has been made for total disability.
- (h) The Employee accepts employment with another employer while on a leave of absence.

ARTICLE 16. SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the five (5) officers of the Chapter and identified in advance to the Employer, shall, in the event of a layoff only, be continued at work, provided they can perform any of the work available.

Probationary employees, regardless of the union position, will be exempt from the provisions of this Article.

ARTICLE 17. SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and the Council and/or International Union. They shall be approved or rejected within a period of twenty (20) days following the date they are filed by the local Chapter or the Employer.

ARTICLE 18. LAYOFFS

The word "layoff" means a reduction in the work force due to a decrease of work or a decrease of the available operating funds. When the need arises for layoff, the number of personnel shall be reduced in the following order: Temporary employees, seasonal, prison, probationary employees and all other employees according to their classification and seniority. However, in appropriate cases, this rule of seniority need not be followed if, in the classification, there is an employee or employees with an unsatisfactory work history. Such an employee may be laid off ahead of another employee with a satisfactory work history, and less seniority. The employee being laid off ahead of one with less seniority shall at the time of layoff, be given the reasons therefore, in writing. A laid off employee may grieve at Step 2 of the grievance procedure. No notice need be given on a layoff for a definite period. Employees to be laid off for an indefinite period of time shall have at least seven (7) calendar days' notice of layoff. The bargaining unit Chapter Chairperson shall receive a list from the Employer of the employees being laid off on the same day notices are issued to the employees. Anyone laid off under this provision will have the right to "bump" into a lower classification, provided he has more seniority than someone in that classification and is able to do the work.

If a change in the procedure under this Article is desired, a special conference will be called and the parties will negotiate in good faith in an attempt to reach a mutual agreement, none of the parties to be arbitrary or capricious in their consideration of the matter.

ARTICLE 19. RECALL

When the work force is increased after an indefinite layoff employees will be recalled according to seniority as defined in Article 13, or in inverse order of layoff, at the Employer's option. Notice of recall to employees laid off for an indefinite period shall be sent to employees at their last known address by registered or certified mail. If an employee fails to report for work within ten (10) days after mailing notice, he shall be considered quit.

ARTICLE 20. TRANSFERS

If an employee transfers to a position under the employer not included in the bargaining unit, and thereafter, transfers back to a position within the bargaining unit, he shall retain all accumulated bargaining unit seniority prior to transferring out of the unit. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in the Agreement, except that only time spent in the bargaining unit shall count towards layoff and recall.

ARTICLE 21. VACANCIES, PROMOTIONS, ETC.

(a) In the event of a vacancy or newly-created position, other than supervisory, that the Employer determines needs filling, employees shall be given an opportunity to transfer in the same manner and under the same conditions as promotions are made. In such cases, those vacancies or newly created positions shall be posted in a conspicuous place in the County Garage for at least seven (7) calendar days, during which time any employee desiring to apply for the vacancy or position shall endorse his name on the list as provided.

(b) New Garages. If the Employer should, during the term of this Agreement, ever establish one or more additional new garages, locations and staffing of the new garage or garages will be a proper subject matter of a special conference.

(c) Employer will bid all vacant "Beat" assignments and choose from the top two senior employees who are qualified. Employees can be assigned work outside of this "Beat" on an as-needed basis. No employee is assigned a particular piece of equipment and will have no bid rights to the operation of a piece of equipment.

ARTICLE 22. PROMOTIONS

When the Employer determines that a vacancy in a job classification exists, the Engineer-Manager shall give consideration to all applications received under the procedure outlined in Article 21. Any regular employee of the unit in another classification may make application for any job vacancy that occurs. The applicant having the greatest amount of seniority will be given the promotion, provided he also has:

- (a) The ability to do the work.
- (b) Appropriate health and physical fitness.
- (c) A satisfactory work history for the previous three
(3) years.

Any senior applicant for a position, who is denied the promotion, shall receive the reasons for such denial in writing, with a copy to the Chapter Chairperson seven (7) days prior to filling the job. Decision of the Engineer-Manager shall be subject to the grievance procedure at Step 2. An employee who is granted a promotion will have ninety (90) days on the job promoted to, to demonstrate that he can satisfactorily perform said job. During the ninety (90) day trial period, the Employer will provide a training program for the promoted employee. However, if during the trial period, it is apparent in the judgement of the Engineer-Manager that he cannot perform the work satisfactorily, he will be relieved and be given his former job assignment. A promoted employee who is returned to his former classification during the trial period shall, at that time, be given the reasons therefor, in writing, and may grieve at Step 2 of the grievance procedure. A promoted employee, during the trial period, may voluntarily vacate the promoted position and return to his former assignment. During the trial period for a promoted employee, he will receive the pay rate for the job he is performing.

ARTICLE 23. VETERANS - REINSTATEMENT OF SENIORITY EMPLOYEES

Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service by honorable discharge, shall be offered re-employment in his previous position, or a position of like seniority status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available and which he is capable of doing at the current rate of pay for such work; provided, he reports for work within one hundred twenty (120) days of the date of his honorable discharge, or one hundred twenty (120) days after hospitalization continuing after honorable discharge.

ARTICLE 24. VETERANS LAW

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

ARTICLE 25. LEAVE OF ABSENCE

(a) Leaves of absence without pay for reasonable periods not to exceed two (2) years will be granted without loss of seniority for:

- (1) Serving in any elected position, public or union.
- (2) Illness leave, physical or mental.
- (3) Prolonged illness in the immediate family.

Such leave may be extended for like cause.

- (4) Maternity Leave.

An Employee on unpaid leave of absence will not accumulate or earn sick leave or vacation time while on leave of absence.

(b) An employee desiring a leave of absence without pay shall submit a written request to the Employer no less than thirty (30) calendar days prior to the starting date of the leave. Such written requests shall state the exact starting date and the exact date the leave is to end; exceptions may be made in proper cases.

(c) An employee granted a leave of absence without pay for reasons of illness or pregnancy shall provide a written diagnosis from a physician indicating that the employee is able to return to his full duties. Employees shall not be returned to work until such diagnosis is presented.

(d) Employees who are allowed to take individual days off without pay after five (5) consecutive days be required to apply for a leave of absence as per section (c) of this article.

(e) An employee on Leave of Absence will not be paid for sick leave, holidays, personal days, birthdays, or funeral days. No additional vacation or sick leave will be accrued while on a leave of absence. Employees life insurance and health insurance will continue to be provided up to two (2) months beyond the current month for which the premium has been paid, when the employee is on illness leave and is under a doctors care. Thereafter, the employee shall be offered life insurance at the cost of the employee and health insurance as required by COBRA.

ARTICLE 26. LEAVE FOR UNION BUSINESS

(a) Members of the Union elected to local union positions or selected by the Union to do work which takes them from their employment with the Employer, shall at the written request of the Union, receive temporary leaves of absence without pay for periods not to exceed two (2) years, or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority. However, no more than one (1) employee at a time shall be off under this provision.

Employees granted a leave pursuant to this section shall not be entitled to any benefits provided in the Agreement, except seniority.

(b) Members of the Union elected to attend a function of the Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions. However, no more than one (1) employee shall be off for more than one (1) week at a time, under this provision.

(c) An employee on unpaid leave of absence will not accumulate or earn sick leave or vacation time while on leave of absence.

ARTICLE 27. SICK LEAVE

(a) All employees covered by this Agreement shall accumulate one (1) sick day per month, not to exceed twelve (12) days per year. Sick leave in excess of 150 days may be used only in case of sickness or as personal days as defined in sub-section (i).

(b) Sick leave will be paid only for actual illness or injury.

(c) An employee utilizing sick leave must notify his immediate supervisor prior to the start of his shift, otherwise sick leave may be denied; exceptions may be made in circumstances beyond the employee's control.

(d) On return from sick leave, an employee will be required to execute an affidavit setting forth the nature of this illness or injury. Falsification of such an affidavit shall be cause for discipline or discharge.

(e) The Employer shall post the accumulated sick leave credits of the employees once each year on all bulletin boards.

(f) If the illness or injury shall be compensable under the Michigan State Worker's Compensation Act, then sick leave payments shall be limited to the difference between the amount received as Worker's Compensation and the employee's regular wages. Such payments shall be made only while said employee has sick leave accumulated.

(g) Fifty percent (50%) of the employee's unused accumulated sick leave pay will be paid to him upon retirement. Such payment shall not exceed seventy-five (75) days; or one hundred percent (100%) to his designated beneficiary in the event of the employee's death during employment; and if no beneficiary has been designated, then to the deceased employee's estate. Such payment shall not exceed one hundred fifty (150) days.

(h) For the purpose of computation of payment of unused sick leave in the case of death or retirement of an employee, a day shall equal eight (8) hours.

(i) Each employee shall be entitled to three (3) paid personal leave days to be deducted from unused accumulated sick leave, during the Contract Year. Advance notice of intent to take a personal leave day shall be given to the Employer unless it is of an emergency nature or otherwise beyond the Employee's control. Personal leave days shall not be cumulative from year to year.

ARTICLE 28. FUNERAL LEAVE

An employee shall be allowed four (4) working days as funeral leave, not to be deducted from sick leave, for a death in the immediate family. Immediate family is to be designated as follows: Mother, Father, Brother, Sister, Wife or Husband, Son or Daughter, Father-In-Law, Mother-In-Law and Step-Parents; and only two (2) working days funeral leave shall be allowed for Sister-In-Law and Brother-In-Law. One (1) working day funeral leave shall be allowed for Grandparents of the employee or spouse. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The chapter chairperson shall be allowed one (1) funeral leave day in the event of death of a member of the unit, for the exclusive purpose of attending the funeral. The payment for funeral leave for one (1) day shall be the employee's actual work hours for that day. There shall be no overtime payment.

ARTICLE 29. WORK WEEK AND WORKING HOURS

The work week shall be five (5) eight (8) hour days, with thirty (30) minutes off for lunch not included in the working hours.

The employees may take a coffee break in the A.M. which shall not exceed ten (10) minutes. The coffee breaks will be taken at the same time as designated by the foreman. Coffee breaks taken during the winter months do not necessarily have to occur all at the same time daily.

The work week shall commence at 12:01 A.M. on Monday of each week, except for employees who are called back from layoff. Their work week will have the remaining number of working days in the week in which they are called back.

A special conference shall be held with the Union prior to Memorial Day for the purpose of discussing the possibility of implementing a ten (10) hour, four (4) day work week during a portion of the calendar period between Memorial and Labor Day.

If a change in the procedure under this Article is desired, a special conference will be called and the parties will negotiate in good faith in an attempt to reach a mutual agreement, none of the parties to be arbitrary or capricious in their consideration of the matter.

ARTICLE 30. PREMIUM PAY

Time and one-half (1-1/2) will be paid for all hours in addition to the work week or day as outlined in Article 29.

Double time will be paid for all hours worked on Sunday, except hours worked by employees currently assigned to a regular seven (7) day work week. Double time will be paid for all hours worked on holidays, as defined in Article 31, in addition to holiday pay, except hours worked by employees currently assigned to the seven (7) day work week who shall be paid double time for all hours worked on Thanksgiving, Christmas, and New Year's Day, in addition to holiday pay. Employees' called in prior to their normal shift shall be paid double time for all hours worked prior to their normal shift. (note: once your normal shift begins you then go back to straight time and work 8 hours prior to resuming time an a half.)

Premium pay shall not be pyramided, compounded or paid twice for any hour worked.

For the purpose of computing premium pay, for hours in excess of forty (40) hours per week, sick leave, holidays and vacation will be considered as hours worked.

Employees may elect to accrue overtime hours during the months of November through March of any particular year. The maximum hours that may be accumulated in this period is 80 hours when less than half of the employees are signed up for compensatory time off. The maximum for all employees shall become 60 hours when between half and three fourths of the employees are signed up for comp time. If three fourths of the employees or more are signed up for comp time, the maximum hours per employee that may be accumulated is 40 hours. Any additional overtime will be paid at the time it is worked. Starting on November 1st the employee who has accumulated these unpaid overtime hours may use them as "compensatory time off" subject to the approval of the employer. Employees who have accumulated compensatory time must use up the first forty (40) hours as a block, hours in excess of forty (40) may be taken in increments of eight (8) hours. Any of these accumulated overtime hours not used as "compensatory time off" during the period of November 1st to October 31st will be paid to the employee on the first payday in November. Employees who wish to accrue overtime hours in this manner must inform the Employer by November 1st of each year that he wishes to do so.

ARTICLE 31. HOLIDAY PROVISIONS

Paid holidays are designated as:

New Year's Day	1/2 day the day before
Memorial Day	Christmas
Fourth of July	Christmas Day
Good Friday	Labor Day
Employee's Birthday	Thanksgiving Day

Employees will be paid for holidays as though they worked their normal day.

Should a holiday fall on a Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

The employee may observe his birthday holiday on the date of his choice during the Contract year; reasonable advance notice shall be given to the Employer.

ARTICLE 32. VACATION AND VACATION PERIOD

(a) Vacations shall be based on the following:

1. One (1) week (forty [40] hours) after completing one (1) year of employment.
2. Two (2) weeks (eighty [80] hours) after completing three (3) years of employment.
3. Three (3) weeks (one hundred twenty [120] hours) after completing seven (7) years of employment.
4. Eight (8) hours per year additional for each completed year of employment of fifteen (15) years to twenty (20) years up to four (4) weeks (one hundred sixty [160] hours).
5. Eight (8) hours per year additional for each completed year of employment of twenty-five (25) years and over, to a maximum of five (5) weeks (two hundred [200] hours).
6. Employees who were employed prior to October 1, 1981, shall have their vacations awarded as of the first day of January of each year in accordance with the prior practice between the Employer and the employees.

(b) For the purpose of computing vacation time one (1) week shall equal forty (40) hours.

(c) Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and efficiency of the operation covering the classification concerned.

(d) No more than twenty percent (20%) of the employees in each job classification may be gone at any one time. Included in this stipulated twenty percent (20%) will be all sick leave absentees. Also for the purpose of determining the twenty percent (20%) maximum that can be gone at one time the HEO and MEO classifications will be considered as one classification from November through March.

(e) Vacation pay shall be computed at the employee's current regular rate of pay, minus any shift or premium pay.

(f) Vacations will be taken in period(s) of not less than one (1) work week. Vacation may be split into one (1) or more weeks for those employees entitled to more than one (1) week's vacation, providing such scheduling does not drastically interfere with the operation of the Employer.

(g) Vacation requests that are submitted between January 1 and the second full two (2) weeks of January shall be considered and granted on the basis of seniority. Vacation requests submitted after the second full two (2) weeks of January shall also be considered and granted on the basis of seniority but shall not bump an employee from a date submitted during the first full two (2) weeks of January.

(h) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(i) If an employee becomes ill and is under the care of a duly licensed physician on or before the beginning of his vacation, the employee may reschedule his vacation subject to the needs of the Employer and other vacation requests. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

(j) The Employer each year, on or about the first of the year, will post a list of employees showing the number of weeks of vacation they are entitled to during the forthcoming year as based on their past full years of employment.

(k) Both the twenty percent (20%) maximum and five (5) day minimum, above, may be waived by the Employer, provided, however, that during the month of November up to thirty percent (30%) of each classification may be on vacation or sick leave, however, those employees on vacation who can be contacted in the Otsego County area must return to work in an emergency, if so called. Emergency is the need based on insuring the safety of the traveling public as determined by the Engineer/Manager or Road Foremen.

(l) Employees may carry vacation earned in one year, in excess of two (2) weeks, into the next year.

ARTICLE 33. PAY ADVANCE

If a regular payday falls during an employee's vacation, he may, at his discretion, receive that check in advance, before going on vacation. Should an employee change his vacation after receiving permission from the Employer to do so, he must make a request for his check two (2) weeks before leaving if he desires to receive it in advance. If an employee is laid off, retires, or leaves the employment of the Employer, his vacation will be paid to him including the prorated time due in the current year, except for those employees with less than one year's seniority.

Employees may receive pay in advance for checks to be paid during the projected vacation but must leave enough earnings for each pay to cover any deductions they might have.

Employees will be paid their current rate based on the days they would have worked while on vacation, except those regularly assigned to seven (7) days per week, and will receive credit for any benefits provided for in this Agreement.

ARTICLE 34. UNION BULLETIN BOARDS

The Road Commission will provide a bulletin board for use of the Union. This bulletin board will be in the employee's lunch room and will be used for the following purposes:

- (a) Notice of recreational and social events.
- (b) Notice of elections.
- (c) Notice of results of elections.
- (d) Notice of meetings
- (e) Notice of current Union events.

ARTICLE 35. RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to special conference.

ARTICLE 36. TEMPORARY ASSIGNMENTS

The employer will have the right to make temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc. These assignments will be granted to the senior employee available who meets the requirements for the job; however, the temporary assignment at the start of the day for one-half (1/2) a work shift, or more, will be strictly on a seniority basis from those qualified. Such employees will receive the rate of pay of the higher classification for all hours worked at the higher classification. The Employer will at least once a year post a sign-up sheet for recurring temporary assignments as follows: night shift, temporary heavy equipment, early call in, and temporary working foreman.

Temporary "Nightman" assignments shall be for one half (1/2) the calendar period for which the assignment is scheduled. Both assignment periods shall be posted simultaneously. These assignments will be offered to the Senior employee within the needed classification that signs the posting unless no one within that classification signs the posting. Employees may only be awarded one assignment, unless no one else is eligible for either of the work periods.

ARTICLE 37. JURY DUTY

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

(b) An employee subpoenaed to testify in a judicial proceeding, to which he is not a party, will be paid for the difference between his regular work day and the witness pay that he receives while he is actually required to be in attendance in the court. The employee will be required to report to work within one (1) hour after being released from Jury Duty or as a witness, provided however, if there are three (3) hours or less remaining to work he shall not be required to report back for work.

(c) Mileage and meals allotments shall not be deducted from the portion the employer pays the employee if the duty is outside Otsego County. An employee will not be required to turn in any jury duty or witness fee that exceeds the employee's pay.

(d) In order to receive payment under this Article, 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.

ARTICLE 38. SAFETY COMMITTEE

A Safety Committee of employees and Employer representatives is hereby recognized. This Committee will include up to three (3) employees named by the Union, and up to three (3) representatives of the Employer one of whom will be the Engineer-Manager. The Committee will elect a chairperson who will issue the call for meetings. The employees will not receive pay at time and one-half, but will be paid at their regular rate for that time spent in Committee meetings.

ARTICLE 39. HEALTH CARE INSURANCE

(a) The employer agrees to pay the full premium for hospitalization medical coverage for the employee and his immediate family, the plan to be Blue Cross/Blue Shield MVF-1 Plan, Semi-Private coverage, BC&D, with addition of the Master Medical Benefits as outlined in Option II/MM 65 ML Rider, Predetermination Rider and Prescription Drug Rider, \$2.00 Co-Pay. The above are the only Riders that the Employer will pay.

The Employer agrees to pay the full cost of hospitalization during retirement.

(b) The Employer agrees to pay the full premium of a dental insurance plan coverage for the employee and his immediate family, the plan to be Blue Cross Basic 50/50 800.

(c) The Employer agrees to provide at the employee's option, an HMO through Great Lake Health Care Maintenance Company, or a PPO Plan through Blue Cross Blue Shield in lieu of the present Blue Cross/Blue Shield Plan.

(d) The Employer reserves the right to select or change all insurance carriers, provided the level of benefits remains equal or better than the current coverage.

(e) Employees who are covered by a Health Care Plan by another Employer may elect to receive in lieu of the coverage, a lump sum payment of fifty percent (50%) of the accumulated premium based on the rate in effect at contract signing and will be paid in November of the year, or at death, discharge or quit. Employees who elect to reinstate Health Care Insurance shall be eligible for the lump sum for those months in which they were not covered.

(f) The employer can at its option provide a Blue Cross/Blue Shield Comprehensive Major Medical Plan as follows:

BLUE CROSS 65 GROUP BENEFIT CERTIFICATE			2017-2
GCP-D	2014-9	HCB-1	7021-1
BLUE SHIELD 65 G-1 CERTIFICATE	0738-5		
PRESCRIPTION DRUG GROUP BENEFIT CERTIFICATE	\$10.00	CO-PAYMENT	6650
FC	4655-7	CMM-CC	5151-6
CMM-SAB	5113-6	CMMLCP500A	7931
CMM-WOS	6045-5		
SERIES CMM-100 COMPREHENSIVE HEALTH CARE CO-PMT CERTIFICATE	4959	(80/20%)	
MASTER MEDICAL 65 CERTIFICATE	2258-2		
COB-3	0540-5	GCP-SAT-II	4087-3
SOT-PE	9909-3	CNM	6600
CMM-PDC	4965-0	HMN	5227
CMM-SAT-II	4084-0	BMT	4398
GLE-1	9930-9	CMMXTMJ	7108
RAPS	7469		

HEALTH SECURITY PROGRAM

The employee will pay the \$10 drug co-pay and submit to the employer the first of each month any request for reimbursement to the existing \$2 co-pay limit. The above coverage would be in place of the coverage described in paragraph (a) above and would remain in place as long as there is a savings in medical insurance costs to the employer. If at any time this program is abused and costs exceed the cost of current coverage, the employer has the sole right to revert back to the coverage as it exists under the collective bargaining agreement in effect on 12/31/92.

ARTICLE 40. WORKER'S COMPENSATION

Each employee will be covered by the applicable Worker's Compensation Laws. In the event that an employee is injured on the job and is eligible for Worker's Compensation, he will be paid his full sick leave (Paragraph 27 hereof to the contrary notwithstanding) until such time as he actually receives Worker's Compensation payments, and from and after that time the difference between his Worker's Compensation payment and his regular rate of pay, provided enough accumulated sick leave time is available.

ARTICLE 41. LIFE INSURANCE COVERAGE

The Employer agrees to pay the full premium of term life insurance plan for each employee, face value of \$10,000.00 with double indemnity accidental death, while employed or laid off.

ARTICLE 42. EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided as equally as possible among employees wishing overtime, in the same classification with the exception of the nightman and men on the night patrol and rest area attendant. An up-to-date list showing accumulated overtime hours will be posted each pay period in a prominent place.

Those who do not wish to work overtime shall be listed as a group on the same overtime list below those who wish to work overtime. When overtime is required, the person wishing overtime with the least number of overtime hours in that classification will be called first, if qualified, and so on down the list, unless it is an extension of work that day, to equalize the overtime hours. For the purpose of this clause, time not worked because an employee has not been available or did not choose to work, will be charged with the average number of overtime hours of employees working during that call-out period (four [4] hour minimum), with the exception of those employees on funeral leave, who have been absent three (3) or more consecutive days due to illness or injury, or are on vacation. Vacation is defined as five consecutive days of vacation time or compensatory time and the weekends adjacent to that five days. For the purpose of equalization of overtime hours, HEO and MEO shall be considered to be the same classification from November 1 to April 1. Anyone changing group or classification shall assume the number of hours of the one with the least advantage in the group he is entering. Persons may be moved from one group or classification to another by mutual agreement of the employee, the Union Steward, and the Road Commission Engineer-Manager. Employees arbitrarily refusing to work overtime when called on to do so, will be subject to discipline and/or discharge. The overtime list will accumulate hours based on the overtime pay factor: i.e. if working four (4) hours at time-and-a-half, six (6) hours will be added to the overtime list. Four (4) hours at double time will yield eight (8) hours on the overtime list.

Overtime hours will be computed from the first (1st) pay period of November of one year to the last pay period of October of the following year. On the first (1st) pay period of November each year all hours will be set to zero and the employees listed by seniority, except those not wishing overtime.

For the purpose of this section, employees who were scheduled to be on authorized vacation and are called back due to an emergency shall be considered to have fulfilled the five (5) day requirement and shall not be charged the overtime hours.

Employees, during their probationary period, will be kept on the overtime list below the employees in their classification who wish overtime work.

ARTICLE 43. PENSIONS

The Commission and employees shall participate in the Michigan Municipal Employee's Retirement system program, described as B-1 Coverage with the F-55 waiver plan. The employer will pay one hundred percent (100%) of the costs of said retirement program.

ARTICLE 44. CLASSIFICATION AND WAGE RATES

Effective:	01/16/96	01/16/97	01/16/98
A. Working Foreman - Regular rate + \$.16. Working Foreman is to be assigned if crew is five (5) men or more and no regular foreman on the job.			
B. Mechanic	\$12.97	\$13.37	\$13.82
C. Heavy Equipment	\$12.27	\$12.67	\$13.12
(a) Power Shovel		(e) Front-end Loader	
(b) Gradall		(f) Chip Spreader Operator	
(c) Crawler Tractor		(g) Aggregate Screen	
(d) Earth Mover		(h) Low-boy	
D. Tandem Truck	\$12.17	\$12.57	\$13.02
(a) Tandem Truck		(b) Bituminous distributor and driver.	
Drivers temporarily assigned by Foreman.			
Pay to be while operating. Hours as in Article 36.			

E.	Medium Equipment	\$12.10	\$12.50	\$12.95
	(a) Underbody Scraper		(j) Truck Drivers	
	(b) Wheel Tractor w/all attachments		(k) Bus Driver	
	(c) Night Man		(l) Sanders	
	(d) Sign Mechanic		(m) Brine Truck	
	(e) Steam Jennie		(n) Chip Spreader Helper	
	(f) Air Compressor		(o) Mulch Machine Helper	
	(g) Mulch Machine Operator		(p) Garbage Truck Helper	
	(h) Garbage Truck Operator		(q) Wheel Tractor w/Side-Mounted Brush Chopper	
	(i) Broom			
F.	(a) Janitor	\$12.10	\$12.50	\$12.95
	(b) Rest Area Attendant			

G. Any employee assigned to the Drott Crane with the brush chopper or loader with the snow blower attachment shall receive ten cents (\$.10) per hour above the heavy equipment operator's rate while operating said equipment. Such employees will receive the rate of pay of the higher classification for all hours worked at that higher classification as outlined in Article 36.

H. The wage rate of probationary employees for the first 90 (ninety) calendar days of employment shall be \$0.60 per hour less than the rate of pay of the classification to which he is assigned. After completion of the 90 (ninety) calendar days, the rate shall be \$0.30 per hour less.

ARTICLE 45. PAYDAY

Payday will be held every other Friday, and not more than seven (7) days later than the end of the pay period. Each employee shall be furnished with an itemized statement of his earnings and of all deductions made for any purpose.

ARTICLE 46. UNIFORMS, SAFETY EQUIPMENT AND COMMERCIAL DRIVERS LICENSE

The employer agrees that if the employee is required by the Employer to wear at any time, a uniform or piece of safety equipment as a condition of his continued employment, such uniforms or safety equipment shall be furnished and maintained by the Employer. The employer will furnish every Heavy and Medium Equipment Operator with one Winter Work Jacket every other contract year and one set of orange overalls in alternate years. One (1) uniform per regularly scheduled work day, for the mechanics and the nightman; one (1) uniform every other regularly scheduled work day for the janitors. Bituminous operators and bituminous drivers will be furnished with additional coveralls and boots as needed. Mechanics shall receive \$35.00 per month to be used for small tool allowance.

Tool boxes are owned individually by the Mechanics and access to and usage of the tool box and tools shall be up to the individual owner.

COMMERCIAL DRIVER'S LICENSE. As required by State law, all bargaining unit employees are to maintain a valid CDL for the Road Commission equipment they operate in the course of their duties. Employees must notify the employer when their driver's license is restricted or revoked. Mechanics are to have a class "A" CDL. The cost of the required drivers license including testing is the responsibility of the employee. The Employer shall pay for any physicals required for the CDL and also assist in the training of an employee for the written and/or driving test. Any employee failing to have a valid CDL shall be placed on a Leave of Absence for a period up to ninety (90) days. The employee may delay the start of the Leave of Absence by using up accrued vacation days. Benefits will extend to the employee on a Leave of Absence according to Article 25 section (e). After ninety (90) days without successfully completing the CDL requirements, the employee shall be terminated and lose their seniority.

ARTICLE 47 TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect from January 16, 1996, to January 15, 1999.

(a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days or more prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party on sixty (60) days written notice prior to the current year's termination date.

(c) 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.

(d) Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union, to Michigan Council #25 AFSCME, AFL-CIO, 1023 N. Washington Avenue, Lansing, Michigan, 48906, and if to the Employer, addressed to Otsego County Road Commission, 669 West McCoy, P. O. Box 537, Gaylord, Michigan, 49735; or to any such address as the Union or the Employer may make available to other.

ARTICLE 48. MANAGEMENT OF THE LABOR FORCE

The right of the Employer to manage the labor force and to establish reasonable work rules is hereby recognized. When existing rules are changed, or new work rules are established, the change or new work rules will be posted on all bulletin boards for a period of five (5) working days before becoming effective. The employees shall comply with all the existing and future work rules that are not in conflict with the terms of this Agreement. Any unresolved complaint as to the reasonableness of any new work rules, shall be the subject matter of a grievance. The work rules will be uniformly applied and uniformly enforced.

ARTICLE 49. TEMPORARY AND SEASONAL EMPLOYEES

A temporary employee is a person employed for a seasonal or temporary period with the understanding that he is ineligible for regular status until he is reclassified as a probationary employee, at which time his employment as a temporary or seasonal employee shall be credited toward his probationary period. No temporary or seasonal employee will be hired for a period of more than ninety (90) days in any calendar year, except for college students, who may be hired for the entire term of their normal summer vacation.

Temporary employees to assist the Rest Area Attendant may be hired to work at the State highway rest areas for a period not to exceed one hundred thirty (130) working days in a calendar year. These employees will not be eligible for any other work at the Road Commission unless they can comply with the ninety (90-day) provision in ARTICLE 49.

ARTICLE 50. CONTRACTING AND SUB-CONTRACTING OF WORK

During the term of this Agreement the Employer shall not contract out or subcontract any work that would result in a layoff to employees.

ARTICLE 51. STRIKES AND LOCKOUTS

No lockout of employees shall be instituted by the Employer during the term of this Agreement. No strikes, slowdowns, work stoppages or equipment tie-ups of any kind shall be caused or sanctioned by the Union during the term of this Agreement. The employees, however, will not be required to cross picket lines.

ARTICLE 52. CALL-IN TIME

Any employee who is called in to work outside of his regularly scheduled shift will be paid for a minimum of four (4) hours and will be paid premium pay, as provided in Article 31, for all hours worked outside his regular work shift, less such time as he shall voluntarily absent himself from the regular work shift during this period when the off time is not chargeable to a holiday, vacation or sick leave.

ARTICLE 53. CAPTIONS

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

ARTICLE 54. GENDER

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

ARTICLE 55. CHANGE IN PERSONAL STATUS

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

ARTICLE 56. SEPARATION - VOLUNTARY TERMINATION

Employees shall have the responsibility of turning in all Employer owned equipment and property at termination of their employment. The employee shall be charged for all items not returned, provided they have signed an authorization form for such deductions.

ARTICLE 57. SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

ARTICLE 58. WAIVER

Section 1. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

Section 2. The Provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 59. EFFECTIVE DATE

This Agreement shall become effective as of January 16, 1996.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

OTSEGO COUNTY ROAD COMMISSION
EMPLOYEES' CHAPTER OF LOCAL 1534,
MICHIGAN COUNCIL #25, AMERICAN
FEDERATION OF STATE, COUNTY AND
COMMISSIONERS
MUNICIPAL EMPLOYEES, AFL-CIO

BOARD OF COUNTY ROAD

FOR THE COUNTY OF OTSEGO

Will Hansen

[Signature]

Don Skop

Russell Keith Huff III

Paul D. Murphy

Kenneth Secull

Lemar J. DePue Council 25

[Signature]

[Signature]

[Signature]

OTSEGO COUNTY ROAD COMMISSION

AND

OTSEGO COUNTY ROAD COMMISSION EMPLOYEES
CHAPTER OF LOCAL 1534, MI COUNCIL 25
AFSCME, AFL-CIO

RE: Modification to Article 46 for coveralls and work jacket.

It is hereby mutually agreed to modify Article 46, Uniforms, Safety Equipment and Commercial Drivers License to eliminate the purchase of jackets and coveralls in the years 1997 & 1998 of the contract and instead purchase a two piece rain suit for every Heavy and Medium Equipment Operator.

FOR THE UNION

FOR THE ROAD COMMISSION



DATED 1-27-97 1997



DATED 1/27/ 1997

OTSEGO COUNTY ROAD COMMISSION

AND

OTSEGO COUNTY ROAD COMMISSION EMPLOYEES
CHAPTER OF LOCAL 1534, MI COUNCIL 25
AFSCME, AFL-CIO

RE: Adding the Janitor classification to the Winter seasonal
Overtime rotation.

It is hereby mutually agreed to modify ARTICLE 42. EQUALIZATION OF
OVERTIME HOURS (second paragraph, line 14, 15, & 16) as follows:

For the purpose of equalization of overtime hours, HEO, MEO
and Janitor shall be considered to be the same classification
from November 1 to April 1.

FOR THE UNION

William Hansen

DATED 6-21- 1996

FOR THE ROAD COMMISSION

Michael O. Ryan

DATED 6/21/ 1996