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12/31/2003

# AGREEMENT

BETWEEN

SHIAWASSEE COUNTY ROAD COMMISSION

AND

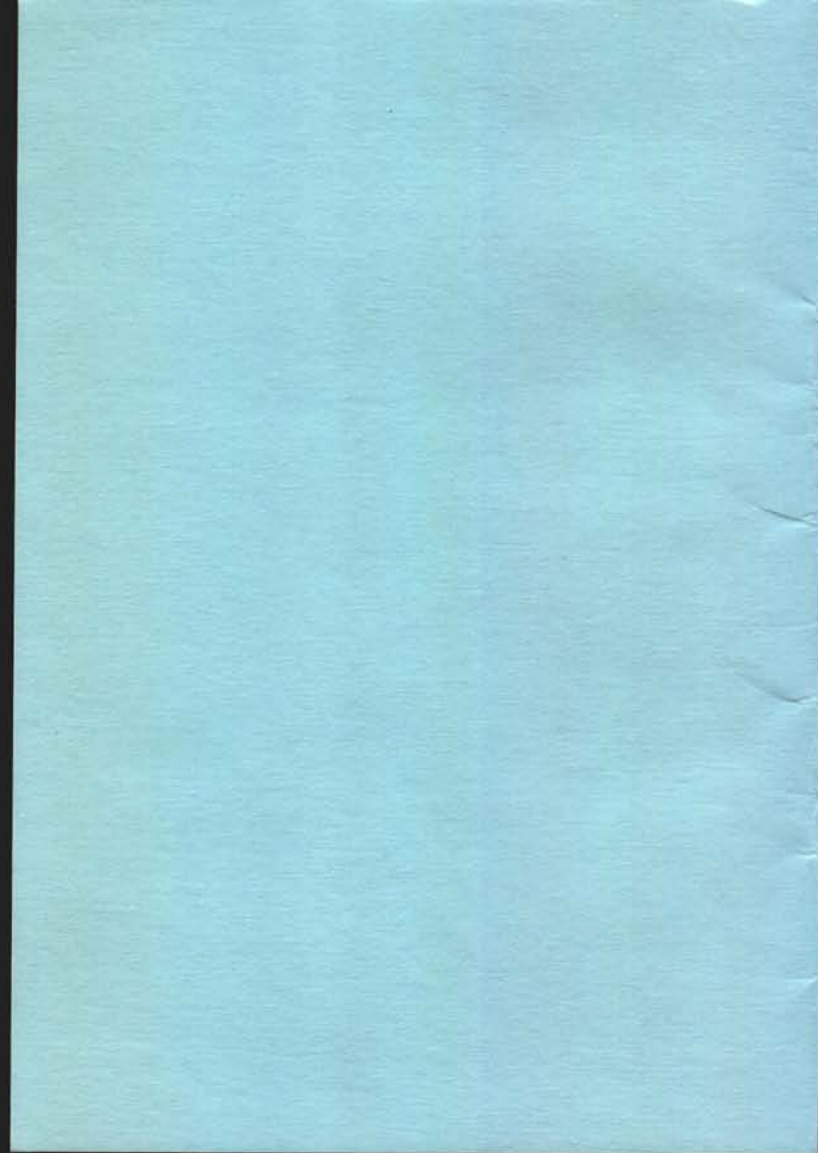
SHIAWASSEE COUNTY ROAD COMMISSION  
EMPLOYEES CHAPTER LOCAL 1071 AFSCME,  
AFL-CIO

*Shiawassee County Road Commission*

Effective Date: August 01, 1998

Termination Date: December 31, 2003

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University  
(60-Day Reopener)



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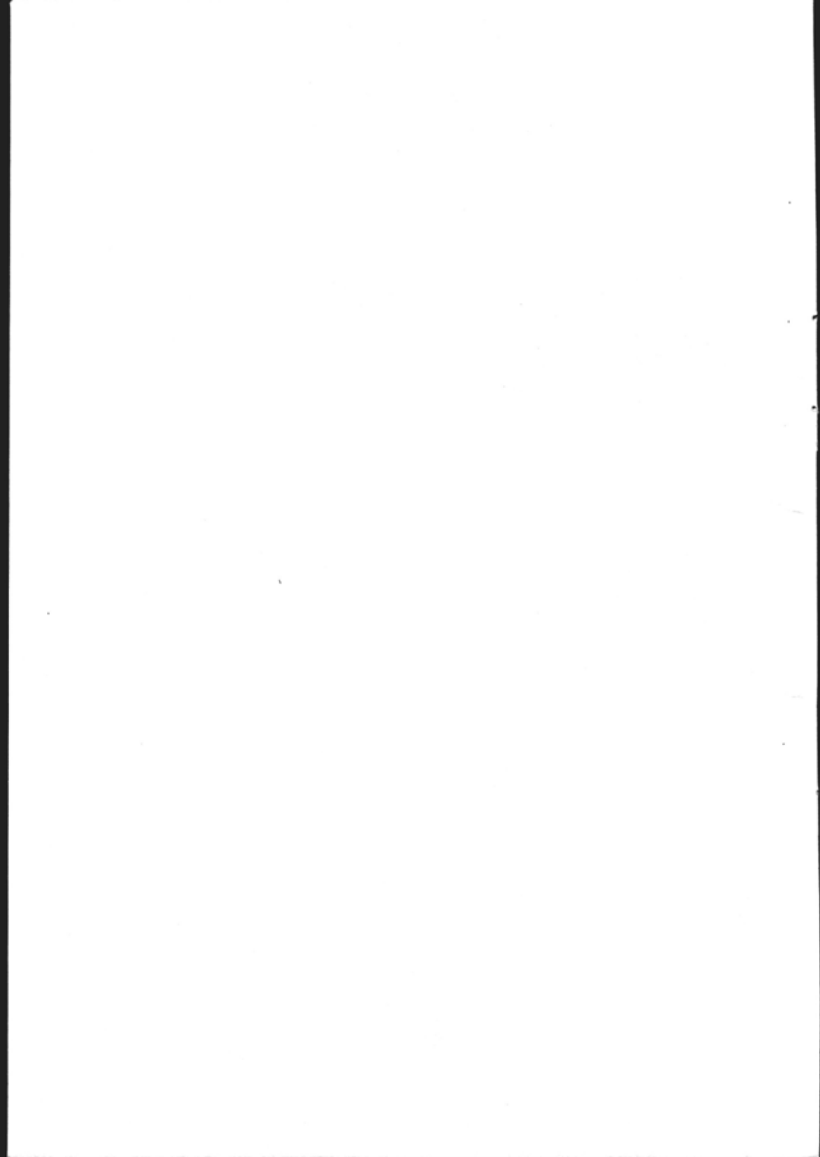


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## AGREEMENT

This Agreement entered into between the Shiawassee County Road Commission (hereinafter referred to as the "Employer") and the Shiawassee County Road Commission Employees Chapter of Local 1071, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

Note: The headings used in the Agreement and exhibits neither add to nor subtract from the meanings, but are for reference only.

### 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, and employees and the Union.

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

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

### ARTICLE 1. RECOGNITION (Employees covered).

Section 1. 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 with 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, except clerical, secretarial and accounting personnel, engineering aides, parts department personnel, temporary employees as defined in this Agreement, supervisory employees and guards.

### ARTICLE 2. AID TO OTHER UNIONS.

Section 1. The Employer will not interfere with, restrain or coerce employees because of membership or lawful activities in the Union, nor will it, by discrimination, in respect to hire, tenure or employment, or any terms or conditions of employment, attempt to discourage membership in the Union, nor shall the Union, or its agents, engage in any activity or take any action which restricts or adversely affects any employee in the exercise of his rights provided by law or the Constitution of the United States of America.

ARTICLE 3. UNION SECURITY.

Section 1. Requirement of Union Membership. Employees who, as of the date of execution of this Agreement, shall, as of the thirty first (31st) day from the date of execution of this Agreement, as a condition of continued employment either become members of the Union or cause to be paid to the Union a representation fee equal to the monthly union dues uniformly required of all union members. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall, upon completion of thirty-one (31) days from date of hire, rehire, reinstatement or transfer into the bargaining unit, become members of the Union or cause to be paid to the Union a representation fee equal to the monthly union dues uniformly required of all union members as a condition of continued employment.

ARTICLE 4. UNION DUES AND INITIATION FEES

Section 1. Payment: Employees will tender the monthly membership dues/representation fee by voluntarily signing a proper authorization for check-off dues form.

Section 2. Check-Off Forms. During the life of this Agreement, the Employer agrees to deduct union membership dues or representation fees levied in accordance with the Constitution of the Union on the same basis it has in the past, from the pay of each employee who voluntarily executes and delivers to the Employer a properly drawn and executed authorization for check-off form.

Section 3. Initiation Fee. The provisions of this Article do not apply to initiation fees, which will be collected by the Union.

Section 4. When Deductions Begin. Check-Off deductions under all properly executed authorizations for check-off of dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the pay each week thereafter.

Section 5. Remittance of Deductions. Deduction for any calendar month shall be remitted to the Secretary-Treasurer of the Council accompanied by a list showing the names of employees from whose pay dues deductions have been made and the amount as to each. The remittance and list shall be sent as soon as possible after the first pay of each month.

Section 6. Termination of Check-off. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he serves upon the Employer a written notice to discontinue deduction of dues.

Section 7. Indemnification. The Union, including Council #25 and/or the International Union, agrees to indemnify the Employer as to any liability it may incur to any person by virtue of its compliance with any of the terms of this Article 4.

ARTICLE 5. UNION BARGAINING COMMITTEE (Representation).

Section 1. The Union shall be represented by a chapter chairman and three (3) committeemen. The Employer will meet with said representatives with respect to grievances as provided in this Agreement and/or local union officer, or their representative.



Section 2. The Chapter Chairman and Committeemen during their working hours will be allowed a reasonable length of time with pay to investigate and present grievances to the employer. Only one Committeeman is to be used during step 1 and 2 of the grievance procedure.

Section 3. The Union will promptly advise the Employer, in writing, as to the names of all committeemen, stewards and officers of the chapter, and of all changes therein as they occur. Upon receipt of such notification, the Employer will recognize such Union representatives for the purposes of this Agreement and will be entitled to rely upon the last notification so given by the Union hereunder.

#### ARTICLE 6. SPECIAL CONFERENCES.

Section 1. Special conferences for the discussion of important matters (not grievances) will be arranged at a mutually satisfactory time between the Union and the Employer within ten (10) regularly scheduled working days after request of either party; subject to the following conditions.

(a) Such meetings may be attended by the Chairman of the bargaining unit, a Council representative, a representative of the local union, and not to exceed an additional two (2) members of the bargaining unit; the manager, the superintendent and/or other designated representative of the Employer.

(b) There must be at least one (1) calendar weeks advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subject of the party serving such notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agendas at least one (1) calendar week prior to such meeting. Discussions at such special conferences shall be limited to the items set forth in the agenda. Such conferences shall take place within two (2) weeks or the next Board meeting, whichever is the nearest. A disposition shall be made in writing, the written answer shall be given before or at the next regular Board meeting following the special conference.

(c) Special conferences shall commence during the regularly scheduled working hours. Employees shall be paid at their regular hourly rate of pay for all time necessarily lost from their regularly scheduled work while attending such conferences.

#### ARTICLE 7. GRIEVANCE PROCEDURE.

Section 1. A grievance shall be defined as any dispute regarding the meaning, interpretation, application, or alleged violation of the terms and provisions of this Agreement, a complaint of discrimination by an employee; disputes or complaints between the Employer and the Union, arising under, and during the term 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 grievance in an amicable manner between the Employer and the Union in the following manner:

STEP 1. By conference between the aggrieved employee and his immediate supervisor within three (3) days after the occurrence of the event, or when he should have had knowledge of the event, upon which the complaint is based. If the aggrieved employee so desires, he may request to have a committeeman present during the oral discussion with his immediate supervisor who will make the necessary arrangements to have the committeeman present whenever the conference is held.

STEP 2. If the grievance is not settled in Step 1 above, the grievance must be reduced to writing, stating all of the facts, the section of the contract allegedly violated, the relief sought, and presented to the superintendent within (3) working days after the conference has been held with the immediate supervisor. Said meeting shall be between the committeeman and the superintendent. The superintendent than has (3) working days to return written reply of the grievance to the committeeman.

STEP 3. If the matter is not resolved in Step 2 above, and the Union wishes to proceed with the grievance, the written grievance shall be presented within three (3) days to the manager who shall then arrange for a conference between the parties. This conference shall be held within fifteen (15) days after the filing of the grievance in Step 1 above, by the aggrieved employee. This conference shall be held for the purpose of attempting to settle the matter in dispute. Said conference shall consist of not more than two (2) representatives of the Union and two (2) representatives of the Employer. The Employer shall give its written answer within five (5) days after the conference.

Section 2. Time of Appeal. Extensions of time limits in the grievance procedure must be mutually agreed upon in writing. Grievances which are not timely processed from one step to another or to arbitration shall be considered settled unless otherwise stipulated.

#### ARTICLE 8. ARBITRATION

Section 1. In the event any grievance or dispute growing out of the interpretation or application of the Agreement is not settled through the procedures of the preceding Article, the Employer shall mail to the Union within five (5) working days its written disposition of the matters discussed at the third step of the grievance procedure. Within thirty (30) calendar days from the mailing of such disposition, the Union may request the appointment of an arbitrator by the American Arbitration Association in accordance with its Voluntary Arbitration Rules then obtaining.

Section 2. All such requests for arbitration shall be in writing, by registered or certified mail, addressed to the Clerk of the Employer and to the American Arbitration Association and shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated, and the basis on which such violations are claimed. If not so requested within said thirty (30) day period, the matter shall be considered settled on the basis of the last preceding disposition thereof.

Section 3. Not more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual written agreement of the parties.

Section 4. After designation of the Arbitrator, a hearing shall be held as soon as practicable and the Arbitrator shall issue an Opinion and Award, in accordance with said Rules, which, if within the Arbitrator's jurisdiction, shall be final and binding on the parties and the employee(s) involved. Said award shall be subject to any state or federal law or regulation applicable thereto.

Section 5. The fee of the Arbitrator, his travel expenses and the cost of any room or facilities, shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing on behalf of a party shall be borne by the party incurring them.

Section 6. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he have power to establish or change any classification or wage rate, to assess damages, or to

rule on any claim for money or benefits arising under an insurance policy (or retirement claim or dispute). Any other dispute arising out of, or relating to, the interpretation or proper application of the Agreement, based upon a grievance of any employee alleging violation thereof, shall be deemed arbitrable hereunder. Either party shall have the right to secure, and enforce, subpoenas for such witnesses as are necessary to the full presentation of its case.

Section 7. No award involving wages due any grievant shall be made retroactive for more than thirty-one (31) days prior to the date the grievance was submitted in writing.

Section 8. In further consideration of the mutual promises contained herein, the parties hereto expressly agree neither party shall bring, or cause to be brought, any court or other legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made and the said party, after actual notice of same, shall, within a reasonable time, not to exceed two (2) days, failed to correct the cause or circumstance giving rise to such dispute, claim, grievance or complaint.

Section 9. The Union agrees during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer. The Employer agrees during the same period there will be no lockouts.

#### ARTICLE 9. PAYMENT OF BACK PAY CLAIMS.

Section 1. If the Employer fails to give an employee work to which his seniority entitles him and written notice of his claim is timely filed in accordance with the grievance procedure from 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.

#### ARTICLE 10. COMPUTATION OF BACK WAGES.

Section 1. No claim for back wages or other claim based thereon shall exceed the amount of wages the employee would otherwise have earned during the period in question, which shall in no event include any period extending more than thirty-one (31) days prior to the date the grievance was first filed in writing. Both straight time and overtime shall be taken into account in computing the amount due, less such other compensation he would not normally have earned during said thirty-one (31) day period.

#### ARTICLE 11. DISCHARGE AND DISCIPLINE.

Section 1. Notice of Discharge or Discipline. The Employer agrees, promptly upon the discharge or discipline of an employee to notify in writing the employee and the Union committeemen of the discharge or discipline.

Section 2. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with a committeeman and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or designated representative will discuss the discharge or discipline with the employee and the committeeman, but not as a part of the grievance procedure.

Section 3. Appeal of Discharge or Discipline, should the discharged or disciplined employee and the committeeman consider the discharge to be improper, a complaint shall be presented in

writing through the committeeman to the Manager or his designee within two (2) regularly scheduled working days of the discharge or discipline. The manager or his designee will review the discharge or discipline and give its answer within two (2) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union and the employee, the matter may be referred to arbitration.

Section 4. Use of Past Record. Any subject matter that could be construed to be detrimental to the employee's future promotion, transfer, present or future employment, such employee shall be notified, in writing, and he acknowledges receipt thereof.

Section 5. In any consecutive twenty-four (24) month period, any reprimands will be forgotten at the end of the twenty-four (24) month period, excluding reprimands for drinking and/or possession of alcoholic beverages, or illegal use or possession of a controlled substance. At the end of a three (3) year period from the last reprimand for drinking and/or possession of a controlled substance on the job, said reprimand shall be dropped.

#### ARTICLE 12. SENIORITY.

Section 1. New employees hired in the unit shall be considered as probationary employees until they have actually been physically present and worked seven hundred twenty (720) hours for the Employer. When the employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day seven hundred twenty (720) working hours prior to the day he completes the probationary period. There shall be no seniority among probationary employees and they may be discharged or laid of in any order without recourse to the grievance procedure except for union activities, which will be processed by filing a complaint with the Michigan Employment Relations Commission.

Section 2. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 3. Seniority shall be on a unit wide basis, in accordance with the employee's last date of hire.

#### ARTICLE 13. SENIORITY LISTS.

Section 1. Seniority shall not be affected by the race, creed, sex, marital status or dependents of the employee.

Section 2. The seniority list on the date of this Agreement will show the names of all employees of the unit entitled to seniority.

Section 3. The Employer will keep the seniority list up to date at all times and will provide the Local Union with up-to-date copies at least once a year.

#### ARTICLE 14. LOSS OF SENIORITY.

Section 1. Seniority shall prevail on a unit-wide basis. An employee's seniority and employment shall terminate for one of the following reasons:

- (a) Employee quits or retires.

- (b) Employee is discharged for just cause.
- (c) Employee has been on layoff for twenty four (24) consecutive months.
- (d) Employee fails to report for work for three (3) consecutive working days without giving notice and having a legitimate reason justifiable to the Employer;
- (e) Employee becomes an excessive, habitual or chronic absentee by missing five (5) or more days in any twelve (12) month period, without pay or without having a legitimate reason justifiable to the Employer.

**ARTICLE 15. MANAGEMENT RIGHTS.**

Section 1. The Union recognizes, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Employer and the employees are vested solely and exclusively in the Employer.

**ARTICLE 16. SENIORITY OF OFFICERS.**

Section 1. Notwithstanding their position on the seniority list, the three (3) Committeemen, Chapter Chairperson, Local President or Local Financial Secretary, if employed by the employer, shall in the event of a layoff, be continued at work at all times, provided they can satisfactorily perform any of the work available.

**ARTICLE 17. SUPPLEMENTAL AGREEMENTS.**

Section 1. Waiver and Supplemental Agreements. The parties acknowledge 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 waives the right, and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Provided, however, if the parties shall voluntarily agree upon a supplemental agreement, it shall not become effective unless and until ratified by the Employer by appropriate resolution and ratification by the chapter. Written notice of such ratifications must be given to the other party.

**ARTICLE 18. LAYOFF.**

Section 1. If the Commission determines it is necessary to reduce or eliminate a job classification, the Commission shall select the classification to be reduced. Temporary employees shall be the first removed from the selected classification(s), next employees on

employment probation shall be removed, and then employees on job trial periods within the selected classification(s) shall be removed therefrom. Thereafter, the junior employees within the classification(s) being reduced or eliminated shall be removed therefrom, providing the employees so retained are qualified to perform the work within the classification. Any dispute concerning the junior employee staying in a classification over a senior employee under this Section may be submitted to the grievance procedure at Step 3. Full time employees who have completed their employment probation who are removed from a job classification shall bump into any equal or lower-rated classification to which their seniority entitles them. Employees exercising their seniority to bump must bump the least senior employees in the classification into which they bump and must have the then present skills and ability to perform the work in the classification into which they bump.

- (a) The above-cited prohibition against bumping into higher-rated classification shall be modified to provide an employee who occupies the classification(s) of Laborer II, Group III Operators and Group II Operators, at the time of layoff only, shall be allowed to bump an employee with less seniority in the classification of Group II Operator or lower, with the understanding an employee will bump into the next classification up from his own classification, one step at a time, providing always the bumping employee must have the then present skills and ability to perform the work in the classification into which he bumps. These employees shall not be allowed to bump higher than the Group II operator classification.

Section 2. When recalling employees to work within a classification following a layoff, the employees having seniority will be recalled in inverse order of layoff. The Commission shall give notice of recall to employees by mailing said notice by certified mail to the employees address on file with the Commission. Employees shall have seven (7) days from the date of receipt of certified mailing of said notice to notify the Commission of their intent to return to work and must return to work within fourteen (14) days of the notice of receipt of certified mail. Employees seniority and employment shall terminate if they fail to give the required notice of intent to return to work within the seven (7) day period, or if they fail to return to work within the fourteen (14) day period.

Section 3. Employees to be laid off for an indefinite period of time will be given at least seven (7) calendar days notice of layoff, when the Commission has knowledge of the necessity for layoff at least seven (7) calendar days in advance. On the same date layoff notices are issued to employees, the Employer will deliver to the recording secretary of the chapter a list of employees being laid off. Said list will be deemed correct, unless a grievance specifying any error is filed under Step 2 of Article 7 above, within two (2) working days of receipt of the notice.

Section 4. If, at the time of layoff, two (2) or more employees affected have the same seniority date, their seniority ranking shall be determined by the drawing of lots.

Section 5. Employees who are prevented from working forty (40) hours a week during any given week because the Employer has sent the employee home early or laid the employee off shall receive time and one-half (1-1/2) for all hours worked in excess of eight (8) hours during any day during the work week they were laid off or worked a short day at the Employer's demand.

#### ARTICLE 19. TRANSFERS.

Section 1. Transfers outside Bargaining Unit. When a bargaining unit employee is promoted or transferred by the Employer to a supervisory or other job with the Employer outside

the bargaining unit, such employee shall continue to accumulate seniority for a period of twelve (12) months after said promotion or transfer. If during said twelve (12) month period, the employee is removed from such supervisory or other job with the Employer for any reason other than discharge for reasons considered valid under this Agreement, such employee shall be allowed to exercise his seniority to return to the job within the bargaining unit from which he was transferred to promoted, seniority permitting. If an employee is removed after twelve (12) months, he shall have no right to return to the unit. Such transfer or promotion shall not be made without the consent of the employee.

Section 2. Any seniority accumulated prior to the effective date of this Agreement will be recognized.

Section 3. The Employer agrees in any movement of work not covered above in Article 19, Section 1, he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

Section 4. By mutual agreement of the Employer and the Union, an employee who because of his disability or condition of health is no longer able to satisfactorily perform the job duties of the job classification he occupies, will be assigned, irrespective of his seniority, to an open job he is able to satisfactorily perform. If no job vacancy than the employee can bump a less senior employee in a job classification he is capable of satisfactorily performing. An employee being transferred because of disability or condition of health must substantiate the same with medical proof and shall take the rate of pay of the job classification to which he is assigned.

#### ARTICLE 20. VACANCIES.

Section 1. If and when the employer deems it necessary to fill either a new or vacated position such vacancy shall be posted on the bulletin board for a period of seven (7) calendar days. Employees interested shall apply within the posting period. The vacancy shall be awarded to the employee so bidding who, in the judgement of the manager, appears to have the present ability, skills and other attributes to satisfactorily perform the work required in the classification with basic instruction. If in the manager's judgement two (2) or more employees appear to have the present ability, skills and attributes to the same degree, then the senior employee shall be given the job. An employee who is granted a job under the bidding procedure shall be on job probation for a period of four (4) months, commencing with the actual day on the job. The purpose of the job probationary period is to give the employee an opportunity to demonstrate he has the ability, skills and other attributes to satisfactorily perform all aspects of the job during the four (4) month period. However, if during the trial period, in the judgement of the manager, he does not have the ability, skills and other attributes to satisfactorily perform the requirements of the job, he will be relieved and be given his former job assignment. An employee who is returned to his former classification during the trial period shall, at that time, be given the reason therefore, in writing. During the trial period, an employee may voluntarily vacate the position and return to his former classification. Employees will receive the rate of pay of the job they are performing.

Section 2. Any employee who is awarded a job under the bidding procedures shall not be awarded another job within the same classification during the next succeeding four (4) months. Exception would be if new hires or employees entering the bidding process for the first time were the only bidders, then employees on bid restrictions would also have the opportunity to bid on the vacancy.

Section 3. Any employee who requests to be removed therefrom, for which he had bid, shall be ineligible to bid for another job during the three (3) month period following the date of the setback.

Section 4. Employees will usually be assigned to their bid job, however it is understood and agreed employees may be assigned to different equipment and/or operations so the Employer can best utilize the equipment and manpower during day to day assignments.

Section 5. Employees hired from outside the unit as mechanics, or who bid from within the unit to mechanic, shall not be eligible to bid on other job classifications, except those jobs within the mechanical garage, for a period of five (5) years unless for medical reasons of which the provisions of Article 19, Section 4 shall apply. If an employee who bids from the mechanical garage is relieved from his bid position by the Employer he shall be given his former job assignment. If the employee voluntarily vacates the bid position he shall be able to displace the least senior employee in the unit outside of the mechanical garage.

Section 6. If an employee is hired from outside of the bargaining unit by the Employer as a Gradall Operator, he shall not be eligible to bid on other job classifications, for a period of five (5) years, unless for medical reasons and then the provisions of Article 19, Section 4 shall apply.

Section 7. Employees who bid from within the Bargaining unit as Night Patrol, shall not be eligible to bid on other job classifications for a period of two (2) years, unless for medical reasons and the provisions of Article 19, Section 4, shall apply.

Employees who are hired from outside the Bargaining Unit as Night Patrol, shall not be eligible to bid on other job classifications for a period of five (5) years, unless for medical reasons and the provisions of Article 19, Section 4, shall apply.

Section 8. If an employee is hired from outside of the Bargaining Unit for a position within the Bridge and Culvert Department, the employee shall not be eligible to bid on other job vacancies outside the Bridge and Culvert Crew for a period of five (5) years unless for medical reasons and the provisions of Article 19, Section 4 shall apply.

Section 9. Procedure for bidding District Graders. The vacancy shall be filled in accordance with the Agreement between the parties with the understanding the senior employee who appears to have the present ability and other attributes to satisfactorily perform the work and who live within the district's border lines will be awarded the district grader job before high seniority employees who apply for the district, but live outside the district's border lines. In the event no employee bids into a vacant district grader from with the border lines of the vacant district, the vacancy shall then be given to the senior employee who lives within a reasonable distance to the vacant district.

Section 10. All grader men shall be mailed job postings and other pertinent information.

Section 11. Employees who's bid piece of equipment is not needed for their assigned duties on any given day, may be used by other employees within the same classification when their piece of equipment is down, provided no other equipment is available. Employees who use the piece of equipment of another employee must return the equipment in the same or better condition than found.

Section 12. Employees would have the option of operating their own piece of equipment before employees outside of that classification can.

Section 13. When a vacancy occurs in the position of Bridge and Culvert Foreman or Sign Shop Foreman, the employees working in the classification of Bridge and Culvert Crew and Sign Erector will move up to the Utility Foreman position, providing they meet the requirements of Article 20, of the Agreement between the parties. If they meet said requirements and take the promotion, then the Employer will post the vacant position of Sign Erector or Bridge and Culvert Crew Member, whichever would apply.



The Bridge and Culvert Utility Foreman must be able to operate the equipment, keep records, do inventory, shoot grade, maintain the A endorsement on the CDL and be in charge of daily operations as directed by the Employer.

The Sign Shop Utility Foreman must be able to operate equipment, keep records, do inventory, be in charge of daily operations as directed by the Employer in addition to the understanding and following the Michigan Manual of Uniform Traffic Control Devices for the placement of signs.

The Sign Erector would perform all duties of the Sign Shop as directed and fill in for the Sign Shop Utility Foreman in his absence.

The Bridge and Culvert Crew Member will perform all duties as directed and fill in for the Bridge and Culvert Foreman in his absence. He must maintain the A endorsement on his/her CDL, be able to operate and maintain the bridge truck, trailer and tractor/backhoe.

The Sign Erector and Bridge and Culvert Crew Member will receive the difference in pay when performing the duties of the Utility Foreman in his absence.

Section 14. When a vacancy occurs in any position on the State Trunklines, the employees working on the State Trunklines will have the opportunity to move to the vacant position prior to other employees who may bid on the vacancy, provided they meet the requirements of Article 20. If they meet the requirements and take the position, the employer will post the vacant position for all employees to bid on.

#### ARTICLE 21. VETERANS.

Section 1. The reemployment rights of employees will be limited by applicable laws and regulations.

Section 2. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty in the Reserves or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit. In exceptional cases, an unpaid extension may be granted.

#### ARTICLE 22. LEAVES OF ABSENCE.

Section 1. All requests for leaves of absence will be made in writing. Leaves of absence for reasonable periods not to exceed two (2) years on items (a) and (b) below will be granted without loss of seniority; but will be without pay and benefits, as outlined below.

- (a) Serving in any elected position (public or union) limited to two (2) employees at any one time.
- (b) Illness leave (physical or mental). The Employer shall pay the employee's life insurance and family medical insurance (Blue Cross/Blue Shield) for a period of three (3) months, after accumulated sick days have been exhausted.
- (c) Prolonged illness in immediate family for a period of not to exceed thirty (30) days. Immediate family shall be defined as spouse and dependent children.

A doctor's statement will be required for items (b) and (c) above. Such leave may be extended for like cause.

Section 2. During a leave of absence, no fringe benefits will be available to an employee unless sick leave or vacation days are being used. After such leave and vacation days are exhausted, fringe benefits will stop. An employee may continue under the Employer's life insurance and Blue Cross/Blue Shield program by payment of the full monthly cost himself, subject to Section 1, paragraph (b), illness leave.

ARTICLE 23. LEAVE FOR UNION BUSINESS.

Section 1. Members of the Union elected to Local Union position or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary leave of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be reemployed at work with accumulated seniority and classification. Such leave shall be without pay and benefits and no more than two employees may be gone at any one time.

Section 2. Members of the Union elected to attend a function of the International Union such as conventions or educational conferences shall be allowed time off without pay to attend such conference and/or conventions. No more than four (4) employees can be gone at any one time, unless the Road Commission agrees to allow more than four (4) to go. The Union will give a reasonable notice to the Employer informing them of the names of the employees who will be attending the conference or convention and the dates the employees will be absent from work. Employees may be off without pay, use vacation or sick leave time. Employees on union leave are eligible for overtime callout.

ARTICLE 24. SICK LEAVE.

Section 1. All regular full-time employees covered by this agreement shall accumulate eight (8) hours of sick leave per month during each month they work fifteen (15) or more days up to a maximum accumulation of 320 hours. Hours over 320 will be converted into vacation hours and paid off annually at the employees prevailing rate on the second pay period in the month of December.

The employer agrees to provide each qualified employee with Sickness and Accident Insurance, which takes effect as of the fourteenth (14th) consecutive day of non-compensable illness or injury, and runs for a period of up to twenty-six (26) weeks thereafter, and provides for a maximum of sixty percent (60%) of the employee's gross weekly earnings based on the employee's regular straight time for said period. Employees who retire pursuant to the terms and conditions of the Michigan Municipal Employees Retirement System, or upon their death, shall be paid their sick leave accumulation up to a maximum of 320 hours.

Section 2. An employee, while drawing benefits from the sickness and accident policy, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and shall be construed as days worked specifically, subject to Sections 1 and 8 of this Article 24.

Section 3. In order to qualify for sick leave, the employee must contact the employer not later than one-half (1/2) hour prior to his designated starting time and inform them of his inability to work because of such illness or injury and the anticipated length of time before he will be able to return to work. If the illness or injury will last longer than two days the employee will be required to have a doctor's certificate attesting to the nature of the illness or injury and that the employee is fit to return to work. Exception to this rule would be if an employee took the last day

of a work week off and also the first day of the following week off, the employee would be required to have a doctor's certificate prior to returning to work.

Section 4. Employees who are injured or become ill on the job shall immediately inform their immediate supervisor so appropriate care may be given. Employees injured on the job shall be paid for their regular hours of work on the day of injury.

Section 5. Two (2) business leave days per year to be deducted from sick leave will be available to an employee for the purpose of taking care of those matters which cannot be handled after work hours, and which require the employee's presence, provided the employee makes a written request to the Employer for the time off as soon as he is aware of the need thereof, but not later than one (1) hour prior to the designated starting time. Said days are not accumulative.

Section 6. Employees who are drawing benefits from the sickness and accident policy, and want to continue paying their share of retirement contributions to the Municipal Employee's Retirement System, will have to pay their weekly contributions to the Employer. The employee's contribution must be paid to the Employer prior to the Employer sending in its quarterly contribution payment to the Municipal Employees' Retirement System. Failure on the part of an employee to have his contribution into the Employer prior to the quarterly payment being sent out will result in the Employer not making its contribution on behalf of the employee involved for the same period of time. Employees not contributing to the retirement system will not receive service credit for the month or months they may lose by not contributing and qualifying for a service credit during that period of time.

Section 7. Employees receiving sickness and accident benefits shall not be eligible to receive sick leave payments.

#### ARTICLE 25. BEREAVEMENT LEAVE

Section 1. Employees who attend the funeral of their spouse and children shall be allowed five (5) working days without loss of pay, and three (3) working days without loss of pay for the funeral of their mother, father, sister, brother, mother-in-law, father-in-law, grandparent and grandchildren. Subject to Section 3. of this Article 25.

Section 2. Employees who attend the funeral of a brother-in-law or sister-in-law, grandparents-in-law, step-mother or step-father, step-brother or step-sister shall be allowed one (1) working day without loss of pay as funeral leave, which is not to be deducted for sick leave. If such funeral takes place outside the State of Michigan, an additional two (2) days of funeral leave will be granted under this sub-section.

Section 3. The bereavement leave that employees use under Section 1 and 2 of this Article that falls during a paid holiday will count as one of the bereavement leave days as granted under Section 1 and 2 of this Article, except spouse and children will not have the holiday included as their five (5) days.

ARTICLE 26. HOURS OF WORK.

Section 1. It is understood and agreed the normal work day shall consist of eight hours per day from 7:00 a.m. to 3:30 p.m. and the normal work week shall consist of forty (40) hours, Monday through Friday from Labor Day through the Friday before Memorial Day. The four (4) ten (10) hour days will start on Memorial Day and run through the last Thursday before Labor Day. The normal work day shall consist of ten (10) hours from 6:30 a.m. to 5:00 p.m. and the normal work week shall consist of forty (40) hours Monday through Thursday. During the eight hour per day work schedule, thirty-five minutes each day will be taken for a lunch period. During the ten hour per day work schedule, thirty minutes each day will be taken for a lunch period on the job assigned to for the day, plus employees may not return to the Equipment Garage prior to twenty minutes before their shift ends. The following exceptions will be observed.

- (a) The commission shall have the right to establish a second shift. The normal work day shall consist of eight (8) hours from 3:15 p.m. to 11:45 p.m. and the normal work week shall consist of forty (40) hours Monday through Friday from Labor day through the Friday before Memorial Day. The four (4) ten hour days will start Memorial Day and run through the last Thursday before Labor Day. The normal work day shall consist of ten (10) hours from 3:00 p.m. to 1:30 a.m. and the normal work week shall consist of forty (40) hours Monday through Thursday. If the Commission establishes a second shift, it shall pay employees who are regularly scheduled to work said shift a forty cent (\$.40) per hour shift premium for all hours actually worked on said second shift.
- (b) The Commission shall have the right to establish a third shift. The normal work day shall consist of eight (8) hours from 11:00 p.m. to 7:30 a.m. and the normal work week shall consist of forty (40) hours Monday through Friday from Labor Day through the Friday before Memorial Day. The four ten (10) hour days will start on Memorial Day and run through the last Thursday before Labor Day. The normal work day shall consist of ten (10) hours from 8:30 p.m. to 7:00 a.m. and the normal work week shall consist of forty (40) hours Monday through Thursday. If the Commission establishes a third shift, it shall pay employees who are regularly scheduled to work said shift a fifty cent (\$.50) per hour shift premium for all hours actually worked on said third shift.

Section 2. During the eight (8) hour work schedule all employees will be entitled to one (1) rest period of twenty (20) minutes during the first half of their shift. During the ten (10) hour work schedule all employees will be entitled to two (2) rest periods of fifteen (15) minutes. All rest periods will be taken as near as may be practicable to the middle of the shift. Such rest periods will be taken on the job. Employees shall not congregate nor park Road Commission equipment at or near coffee houses or restaurants or deviate from prescribed work routes for this purpose, except during emergency overtime periods.

Section 3. Employees will take their lunch periods on the job; they will not deviate from prescribed work areas for the purpose of eating at the equipment garage or in restaurants, except during emergency overtime periods. Employees who happen, because of circumstances beyond their control, to be in the area of the equipment garage or a restaurant may stop for lunch.

Section 4. If the Commission determines it necessary to establish a second or third shift as provided in Section 1 (a) and (b) of this Article, it shall staff the shift(s) in the following manner. The Commission shall first seek volunteers from the classifications it will be working on the second and/or third shift. If the Commission cannot obtain the desired manpower from the classifications on a voluntary basis, then it will require the low seniority employees in the classification(s) to work said shifts. Exception would be if the second or third shift was for a

classification(s) to work said shifts. Exception would be if the second or third shift was for a temporary position (seasonal) less than all four seasons of the year than only the Mechanic's, Bridge and Culvert Foreman and Sign Shop Foreman would be excluded from bidding on the seasonal second or third shift .

Section 5. Vacations, sick leave, business leave and holidays that occur during the ten (10) hour work schedule will be charged ten (10) hours during this period.

Section 6. The Commission will determine the reasonable number of continuous hours employees may work before being relieved from duty for a rest period. Likewise the Commission will determine the length of the rest period before employees can come back on duty to reclaim their bid job. Providing their bid job was still being used and it was more than two (2) hours prior to their starting time as defined in Article 26. The Employer will insure that employees receive the necessary rest periods during hours outside their normal working period, so employees are not sent home on their regular assigned shift for a rest period.

Section 7. Nightmen / Night Patrol will work third shift during the winter months as required by MDOT for servicing state highways and will work second shift the remainder of the year.

#### ARTICLE 27. OVERTIME PAY

Section 1. Time and one-half of an employee's regular straight time hourly rate of pay will be paid for all work performed in excess of forty (40) hours per week with the understanding being that a paid day is considered as a day worked.

Section 2. When an employee is required to work on Sunday he shall be paid double his straight time hourly rate for the hours so worked, excluding the regular hours of third shift who's regular work week starts on Sunday night.

Section 3. When an employee is required to work on a holiday, he shall be paid double time his straight time hourly rate for the hours worked on the holiday plus receive his straight time holiday pay as outlined under Article 29 Section 1.

#### ARTICLE 28. CALL IN

Section 1. Any employee is entitled to compensation for a minimum of four (4) hours of time for each response to call to active duty. This Article does not apply to extra time which may be worked merely as an extension of the normal working period four (4) hours prior to the starting of the work day or four (4) hours worked at the end of the work day which is continuous with the work day as defined in Article 26. Employees shall be expected to work the hours they are being compensated for. Employees will work extensions of the normal working period if the extension is prior to the start of the work day unless on an authorized rest period under Article 26. Section 6. Those employees who refuse to work the extension will not be entitled to work their next regular shift. Employees who are not permitted to work their shift may use accumulated sick leave, vacation time or be off without pay. Employees will be expected to work extensions at the end of their regular shift if all employees within their classification are required to work the extension unless they are required to start an authorized rest period as outlined under Article 26. Section 6., or they have an emergency that can not wait until the extended day is completed. The Employer will make every effort to accomodate an employees emergency both at the end and start of the work day extensions, with the understanding all requests are not emergencies.

Section 2. Employees working on a specific job assignment that was being performed during the normal work day and there was an extension of the work day, employees working the assignment shall be entitled to work the overtime assignment.

Section 3. As a condition of employment, employees are required to maintain a telephone and be prepared to work the required overtime their bid job and classification required subject to the terms of this agreement.

ARTICLE 29. HOLIDAY PROVISIONS.

Section 1. The paid holidays are designated as:

New Year's Day	Good Friday
Friday before Memorial Day	Memorial Day
Fourth of July	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

Employees will be paid an amount equal to the number of hours in their regular schedule times their regular straight time rate for such holidays.

Section 2. Should a holiday fall on Saturday, then the preceding Friday will be considered the holiday. Should a holiday fall on Sunday, the following Monday will be considered the holiday.

Section 3. The employee must be present the preceding work day before a holiday and the succeeding work day after a holiday or be on an approved leave. Otherwise, no holiday pay will be granted.

- Section 4.
- (a) Employees who do not work the day before a holiday and the succeeding work day after a holiday will not receive holiday pay, unless they are on an approved leave and such leave is approved by the Manager or Superintendent prior to the holiday.
  - (b) In the event an employee cannot return to work on the day succeeding a holiday, because of circumstances beyond his control, he will not be granted holiday pay, unless he calls the Manager or Superintendent or any Foreman at their home and informs one of them of the emergency circumstances. Said telephone call must be previous to the normal starting time of work on the day following the holiday.
  - (c) In the event an employee has been involved in an accident or has become sick and cannot possibly make the telephone call to the Manager, Superintendent or Foreman, holiday pay will be granted upon verification of the accident and/or sickness.

Section 5. During the period of time the ten (10) hour work schedule is in effect, should a holiday fall on Friday or Saturday, then the preceding Thursday will be considered the holiday. Should a holiday fall on Sunday, the following Monday will be considered the holiday.

ARTICLE 30. VACATION ELIGIBILITY.

Section 1. All employees with more than one (1) year of continuous service will be entitled to working days vacation with pay according to the following schedule.

One year through five years	10 days
Six years through ten years	15 days
Eleven years through fourteen years	17 days
Fifteen years through nineteen years	20 days
Twenty or more years	21 days

Section 2. Employees will be allowed to bank up to ten (10) days vacation under the following conditions.

- (a) Employees must have five (5) years of service to qualify for banking their vacation.
- (b) Employees must use at least two (2) weeks of their vacation each year.
- (c) No more than ten (10) days of banked vacation can be on bank at any one time.
- (d) Example being: Five-year to ten-year employees can bank two (2) days each year to a maximum of ten (10) days; ten-year to fifteen-year employees can bank five (5) days each year to a maximum of ten (10) days; fifteen-year or more years employees can bank ten (10) days with no more than (10) days maximum in the bank.

ARTICLE 31. VACATION PERIODS.

Section 1. Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficiency of the department concerned. Vacation requests that are not in accordance to Section 2 of this Article 31 will be by written request no later than 48 hours prior to the desired time off, unless its an emergency circumstance that the employee can substantiate.

Section 2. On or before the first day of May each year, each employee shall designate, by written request, the days and the month he wishes to have for vacation. These shall be tabulated as soon as possible, and if too many vacations are asked for in the same period of time, the employees with the most seniority shall have first choice of vacation time. The Employer shall determine the number of employees who can be spared for vacation purposes at any one time. Employees may exchange vacation periods upon approval of the Manager.

Section 3. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

Section 4. A vacation may not be waived by an employee and extra pay received for work during that period, except as provided in Article 30, Section 2.

Section 5. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

Section 6. If an employee is laid off, retires or terminates his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year. Employees who retire during a calendar year will be paid all unused vacation time at the time of retirement. The understanding being that all employees are credited with  $x$  amount of vacation days based upon the schedule in Article 30. Section 1 each January 1st. All unused days including those that were banked in accordance to the schedule in Article 30. Section 2 will be paid at the time of retirement, even if the retirement is as early as January of the calendar year in question.

Section 7. Rate During Vacation. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

#### ARTICLE 32. UNION BULLETIN BOARDS

Section 1. The Employer will provide bulletin boards in the employee lunch room and mechanics library for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.
5. Notices of union activities.

Section 2. All notices posted in accordance with the above shall be dated and initialed by the posting party. Any such notice not so dated and initialed shall be removed immediately.

#### ARTICLE 33. RATES FOR NEW JOBS.

Section 1. When new equipment is placed in operation or new jobs are created, which cannot be properly placed in an existing classification, the Employer will notify the union prior to establishing classification and rate structure. In the event the union does not agree the description and rate are proper, it shall be subject to negotiations.

#### ARTICLE 34. TEMPORARY ASSIGNMENTS.

Section 1. The Employer shall have the right to temporarily transfer employees, irrespective of their seniority status, from one job classification to another, or from one piece of equipment to another, providing the employee being transferred has the ability or skills to satisfactorily perform the job being transferred to; so as to cover for employees who are absent from work due to illness, accident, vacation or leave of absence, or to cover for unusual conditions or situations. It is understood any employee temporarily transferred in accordance with the provisions of this Section shall not require any permanent title or right to the job to which temporarily transferred, but shall retain his seniority in the permanent classification from which he was transferred. If an employee is transferred to cover an unusual condition or situation, such transfer shall not exceed three (3) months, unless extended by mutual agreement between the Employer and the union.



ARTICLE 35. JURY DUTY.

Section 1. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay, upon proof of such pay. On the days the employee is to perform jury duty, he shall inform the Employer as soon as he himself has been given the notice. An employee shall return immediately to work on any day he is released from jury duty.

ARTICLE 36. SAFETY COMMITTEE.

Section 1. A safety committee consisting of the bargaining committee (as established under Article 5) and of representatives of the Employer is hereby established. The Committee shall meet as required during regular daytime working hours without loss of pay for the purpose of making safety recommendations to the Employer. The employee representatives on the committee shall be allowed such reasonable amounts of time as the safety committee shall agree upon to investigate matters pertaining to the safety of employees and will not lose pay for time so spent during regular working hours.

ARTICLE 37. HOSPITALIZATION AND DENTAL.

Section 1. The Employer agrees to make available to any employee who makes application for himself and/or his immediate family, hospitalization coverage. The Employer agrees to pay the full premium of said hospitalization insurance. The specific plan shall be Blue Cross/Blue Shield Comprehensive Hospital, semi-private coverage, riders D-45NM, IMB, DCCR, MVF-1, Riders ML, OB, DC; preferred drug program - \$5.00 co-pay; Master Medical 100/200 deductible Blue Cross/Blue Shield rider Vision A-80. This coverage shall be made available to all seniority employees. Or employees may choose the option of belonging to the Community Blue PPO (Plan 1) Riders: ASFP, BMT, CNM, CNP, ECIP, ESRD, FC, GCO, GLEI, HN, ICMP, PTFS, PTS, RAPS, SOTPE, SUBRO2: Preferred Drug Program - \$5.00 copay; Riders: PDCR5, MOPD, Vision Care Certificate: VCA80. Each year thereafter employees during the month of December will have the option of signing up for the Community Blue PPO (Plan 1) or signing up to return to the Blue Managed Traditional Plan as outlined in paragraph 1 of this section, so as any changes would become effective January 1st of each year.

Employees who choose not to be covered by the Employers paid hospitalization medical coverage will be paid \$1,750.00 each March as long as they remain uninsured by the Employer. The March payment covers the current year payment. Employees during the month of December will have the option of signing up for hospitalization medical coverage or continue being uninsured and receive the payment in March as listed above. Employees who quit or retire during the year will have a prorated amount deducted from their last check, provided they have been paid the March payment. Any re-entry to Blue Cross outside of the December sign up period would have to be approved by Blue Cross and their rules.

Section 2. Employees who have retired between January 1, 1975 and December 31, 1991, hospitalization medical coverage will be for the retiree only with the premium paid in full by the Employer. Coverage is what was in effect at the time the employee retired.

Section 3. Those employees who retired between January 1, 1992 and December 31, 1998 will have hospitalization medical coverage for the retiree and spouse if qualified, paid for by the Employer. Spouse shall be the person the employee was married to at the time of retirement. Coverage is what was in effect at the time the employee retired.

Section 4. Employees who were employed by the Employer and have a seniority date prior to December 31, 1998 will be entitled to hospitalization medical coverage for the retiree only unless the retiring employee has twenty-five (25) or more years of seniority and is fifty-five (55) years of age. Then the Employer will also provide and pay for spouse coverage. Spouse shall be the person the employee was married to at the time of retirement. Coverage will be what is in effect at the time of retirement, with the understanding that as long as those employees are employed by the Employer and they meet the above requirements there will be hospitalization medical coverage for them upon their retirement if they have a seniority date prior to 12-31-98. The names and dates employees would become eligible to receive paid hospitalization medical coverage for the retiree and spouse is outlined under Section 1. of Appendix G. Letters of Agreement. The Employer, Union and its employees agreed to the extended coverage for employees employed prior to 12-31-98. In return, employees hired in for employment with a seniority date of 01-01-99, would no longer receive medical coverage upon retirement for the retiree or spouse. Employees who were hired prior to 12-31-98 and become eligible for hospitalization medical coverage after retirement, may choose to not receive the paid medical coverage and select a cash out at the time of their retirement in the amount of \$5,000.00 if for the retiree only or \$10,000.00 if for both the retiree and spouse. This option does not apply to employees who were employed by the Employer since January 1, 1999.

Section 5. All employees who retire after January 1, 1995 under regular retirement or disability retirement must sign up for medicare or any other supplement they qualify for as soon as they become eligible for the benefit. Failure to do so, will result in the Employer not paying for the retirees hospitalization insurance.

Section 6. Employees who are employed by the Employer after January 1, 1999 will not have paid hospitalization medical coverage for them or their spouses after they retire. Said employees may continue on sold coverage by paying the monthly premiums. With the parties agreeing to guarantee hospitalization medical coverage for employees who were employed prior to 12-31-98 according to Section 4. of this Article 37, there is no obligation to pay retirees or spouse hospitalization insurance for employees who have seniority dates of January 1, 1999 or thereafter.

Section 7. Policy on hospitalization insurance coverage for both present and future retiree's. "When an employee retires and is being provided Employer paid or unpaid hospitalization insurance for the retiree and spouse and one or the other dies, the remaining person can continue to belong on said coverage, but cannot add a new spouse should they remarry."

Section 8. The Employer agrees to provide dental coverage to any employee who makes application for themself and/or their immediate family. The dental coverage will be Class I, preventive and diagnostic services and emergency palliative treatment - 75% with the balance of Class I benefits including radiographs 50%. Class II, prosthodontics - 50% with a maximum payment - \$800.00 per person per benefit year on Class I and Class II benefits. The Employer shall pay the premium for said dental coverage.

#### ARTICLE 38. WORKER'S COMPENSATION.

Section 1. Each employee will be covered by the applicable Worker's Compensation Laws.

ARTICLE 39. LIFE INSURANCE.

Section 1. The Employer agrees to provide each seniority employee a term life insurance policy, including an accidental death and dismemberment clause, in the amount of twenty thousand dollars (\$20,000.00). The Employer will pay the full premium on each policy during the time the employee is actively at work and for a period of three (3) months thereafter, if the employee remains on the seniority list during that period.

Section 2. The Employer agrees to provide each employee who retires between January 1, 1991 and December 31, 1994 a term life insurance policy in the amount of five thousand dollars (\$5,000.00) until age sixty-five (65) at which time the policy will revert to two thousand five hundred dollars (\$2,500.00). The employer shall pay the full premium for such policy. This policy shall not be available to employees who retire after January 1, 1995.

ARTICLE 40. EQUALIZATION OF OVERTIME HOURS.

Section 1. When overtime is to be worked, the Employer will make an effort to equalize the hours as practicable among employees within each of the following groups:

Group Number	Group
(1)	Grader Operators
(2)	Hydro Operators
(3)	Front End Loaders
(4)	Mechanics
(5)	Nightmen/Night Patrol
(6)	Flex-Operators
(7)	Sign Shop
(8)	Extra Men

Section 2. An up to date list showing overtime hours will be posted weekly with a one (1) week delay on the bulletin board. Whenever overtime is required, the person with the least number of overtime hours charged to him in the group involved and regardless of seniority will be called first and so on down the list in ascending number of hours charged in an attempt to equalize such hours. If an employee is missed on his overtime call, he will be paid two (2) hours pay at time and one-half and charged for two (2) hours of overtime. If Bargaining Unit Employees make the mistake during the call out procedure, they will be subject to discipline.

Section 3. For the purpose of this clause, time not worked because the employee was unavailable, on sick leave, vacation, approved leave or the employee did not choose to work, will be charged the average number of overtime hours the employees worked during that call out period.

Section 4. Operators in Group (1) and (2) above who are assigned to a particular district will be given overtime on maintenance, construction and labor operations occurring within their districts in preference to operators not regularly assigned to such district. When the district operators are not available or choose not to work the overtime assignment and the assignment being performed requires the use of the Grader or Hydro Truck, the assignment will be offered to the Grader or Hydro Group under Section 1. above. If the assignment is for work that does not require the use of a Grader or Hydro and the two employees regularly assigned to the district are not available or choose not to work, the assignment will come from the Extra Board.

Section 5. This section shall only require equalization of overtime hours over the twelve (12) month period from January 1st to December 31st. If at the end of the twelve (12) month period a difference of more than twenty-five (25) hours exist between employees within a given group, the excess hours over the twenty-five (25) will be carried over into the next year. Overtime hours carried over one year will not be carried over the second year. Overtime hours to be carried over shall be the subject of a conference between the Chapter Chairman and the Management person who prepares the list each week. Said conference will take place no later than 30 days following the end of the twelve (12) month period.

Section 6. The extra men group (#8 above) consists of all employees not covered in the first seven (1 - 7) groups. Overtime equalization within group 8 will be within the skill factor. The employee with the least overtime hours who has the ability to operate or do the work will be called on for the overtime assignment.

Section 7. If an equal number of overtime hours are posted on a call out sheet for two or more employees within the same group number as established in Section 1 of this Article, then the senior employee will be called first, subject to Section 6 of this Article.

Section 8. If an employee bids into another group, the number of overtime hour charged to him in the new group will be either the average number of such hours then charged to all other employees in the new group or the number of such hours charged to the employees in the old group, whichever is greater.

Section 9. The men in Group 5 will equalize their hours for highway patrol during bad weather or unsafe conditions and also whenever help is needed for changing blades or doing miscellaneous work within their job scope. If additional help is needed because the above-mentioned employees were unavailable or did not choose to work the overtime, then the Employer is free to go to the Extra Men Group (#8).

Section 10. Overtime. Any employee or group of employees may be required to work overtime within their classification. After the procedure in this Article is exhausted, then the junior employee in the classification where the overtime is required shall be required to perform the work. Exception would be when employees have been sent home while working overtime in a classification that had worked too many continuous hours and was on an authorized rest period. Then the employer would attempt to fill the assignment from the extra board or total overtime board. Once that procedure is exhausted, the employer would have the junior employee who is qualified to perform the work be required to perform the overtime assignment, provided he is not on an authorized rest period.

Section 11. Overtime Hours: First priority on overtime will be given to the employee who's bid job is being used for the overtime subject to the provisions of this Article 40. When overtime is to be worked the Employer will offer the overtime to the employee or employees needed from the Groups in Section 1. Group number (1) through (7), if additional help is needed for the overtime assignment within a group the assignment will be made from the Extra Board in Group Number (8). Once the above procedure has been exhausted and additional help is needed the Employer will revert to the total overtime Equalization Board and ask the employee or employees with the least overtime hours who has the ability to operate or do the work, will be called on for the overtime assignment.

As of this Agreement the Extra Board consists of the following classifications:

1. Utility Men
2. Bridge and Culvert Employees
3. Gradall Operator
4. Tire Repair / Lubricant
5. Specialize Facility Maintenance Operator
6. Special Maintenance Operator
7. Highway Maintenance Operator

Employees are entitled to overtime on their own bid jobs, subject to the provisions of this Article 40, and it's an overtime assignment, not to be confused with employees who may be doing likewise assignments on their regular second or third shift.

**Section 12.** Operators in Group (6) are not assigned to a particular piece of equipment, but will be entitled to overtime on equipment within the flex classification under Appendix B. Section 1. Classification 7. prior to other employees being assigned. Flex operators will have the opportunity to work other overtime assignments once the procedure in Section 11. of this Article 40 has been exhausted.

**Section 13.** Call out for overtime when employees are on sick leave, vacation or other day to day absences:

(a) Sick Leave: Whenever employees are absent because of being on sick leave (paid or unpaid), they will not be called upon for overtime work until the employee has returned back to work on the first scheduled work day following said day the employee was off due to sickness. Exception would be if the Employer extends the work day of all employees in a particular classification and the employee was scheduled to report that day on his regular shift. During the period of time said employee is off on a sick leave day and the employer calls to have him report in for overtime work, the employee shall inform the person making the call that he has been on sick leave.

(b) Vacation: Whenever employees are on vacation, they will not be eligible for overtime until 12:01 a.m. on the day they are scheduled to return to work. Employees may be called upon to perform overtime work in the case of an emergency, but not until Article 40 (Equalization of Overtime) has been exhausted. If an employee is called upon for overtime during his vacation, he shall indicate that he is on vacation and was this an emergency. Employees are not eligible for overtime on weekends if Monday is a scheduled vacation day.

(c) Employees who are on other day-to-day absences not defined above will not be called in for overtime until they have reported back to work on the first scheduled work day following the day on which they were absent. Employees may be called in for overtime work in the case of an emergency, but not until Article 40 (Equalization of Overtime) has been exhausted. Employees called in for overtime on an off day shall ask the caller if it is an emergency. Employees on Union Leave under Article 23, are eligible for over time call outs.

(d) Employees who do not inform the person making the call out, that he was off work according to either (a), (b), or (c) above and was this an emergency, will be charged eight (8) hours of overtime or twice the amount of hours worked, whichever is the greatest. If during the call out period the person in charge of the call out becomes aware that the

person should not be working, he will send him back home, and he will only be paid the hours worked, and the proper employee will be called to finish the overtime assignment.

Section 14. Options for overtime assignments when their equipment is down:

(a) When an employee's piece of equipment has been listed as being down and he chooses not to exercise option in (a) above, he shall be placed on the extra board until his piece of equipment has been repaired. Once an employee reports to the extra board, he will equalize hours within that classification until such time as his piece of equipment has been repaired and he reverts back to his own classification. All employees reporting to the extra board under this Agreement shall carry the hours charged to him at the time of reporting, and when the employee reverts back to his own classification, he shall carry all hours charged to him while he worked off the extra board.

#### ARTICLE 41. APPENDICES

The following appendices are incorporated and made part of this Agreement:

- Appendix A - Pensions
- Appendix B - Classifications, Wages and Job Descriptions
- Appendix C - Temporary Employees
- Appendix D - Uniforms
- Appendix E - Longevity
- Appendix F - Unemployment Compensation
- Appendix G - Letters of Agreement
- Appendix H - Work Rules
- Appendix I - Subcontracting
- Appendix J - Policy on Substance Abuse
- Appendix K - Federal Drug & Alcohol Testing

#### ARTICLE 42. TERMINATION AND MODIFICATION.

Section 1. This Agreement shall continue in full force and effect until 11:59 p.m. December 31, 2003.

Section 2. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

Section 3. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given

In accordance with the Paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 4. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Council #25, 1034 N. Washington Avenue, Lansing, MI 48906; and to the Chapter Chairman; and if to the Employer, to the Shiawassee County Road Commission, P.O. Box 96, Corunna, MI 48817; or to any such address as the Union or the Employer may make available to each other.

ARTICLE 43. EFFECTIVE DATE.

This Agreement shall become effective upon its execution on this 1st day of August 1998, except for wages under Appendix B of which will become effective January 01, 1999 and other wage items.

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

SHIAWASSEE COUNTY ROAD COMMISSION  
EMPLOYEES CHAPTER OF LOCAL 1071,  
COUNCIL #25, AFSCME, AFL-CIO

SHIAWASSEE CO. ROAD COMMISSION

Jeffrey A. Arney  
John A. Michalek  
Chad A. Vincent  
Arthur J. Krupp

John Z. Long  
Richard D. Miller  
Stephen A. Zencich

APPENDIX A OLD AGE AND DISABILITY PENSION PLAN

Section 1. Employees with Seniority Dates prior to December 31, 1996

The Employer has agreed to adopt the Michigan Municipal Employees Retirement System as of January 1, 1951. Effective January 10, 1973 the provisions of Act 88 of the Public Acts of 1961, as amended were adopted. The specific plan in effect as of March 3, 1991 is benefit program B-4/FAC-3, F-55 (with 25 years of credited service, benefit E-II and the option of purchasing their military time).

Section 2. For all employees hired after January 01, 1997. The specific plan in effect as of January 01, 1997 is benefit program B-1, FAC-5.

Section 3. Effective January 1, 1996 member contributions to MERS will be 5%.

APPENDIX B WAGES RATES AND CLASSIFICATIONS

Section 1.

Classifications	1-1-99	1-1-00	1-1-01	1-1-02	1-1-03
1. Specialize Mechanic **	15.90	16.50	17.00	17.50	18.00
2. Mechanic/Welder Utility Men	15.60	16.20	16.70	17.20	17.70
3. Utility Foreman (a) Bridge and Culvert (b) Sign Shop (c) 2nd Shift Nightman	15.45	16.05	16.55	17.05	17.55
4. Grader Operator	15.35	15.95	16.45	16.95	17.45
5. Group I Operators (a) Front End Loader (b) Gradall Operator (c) Bridge & Culvert Crew (d) Sign Erector	15.15	15.75	16.25	16.75	17.25
6. Group II Operators (a) Tandem Hydro Operator (b) Nightmen (c) Special Maintenance Operator (d) Tire Repair/Lubricant (e) Specialize Facility Maintenance Operator (f) Highway Maintenance Operator	15.05	15.65	16.15	16.65	17.15
7. Group III Flex Operators (a) Single Axle Trucks (b) Labor	13.90	14.50	15.00	15.50	16.00



Note: The above classification format is for pay purposes only and does not effect overtime call out, of which is equalized under Article 40 of the Agreement. It does however replace difference in pay for doing different job assignments, except when employees fill in for the Garage Superintendent and Utility Foreman.

Employees in the Flex-Operator classification may be assigned by the Employer to do any assignment as needed and will not be permanently assigned any piece of equipment. Flex-operators will be entitled to work overtime on those pieces of equipment as listed under classification No. 7 Group III Operators before the overtime is offered to employees on the extra board.

Exception being if hired into a classification on a vacant position, will receive Flex Operator pay scale and equalize overtime within the classification hired into.

The rate of pay will remain as Flex Operator pay until the completion of the probationary period 720 hours as outlined under Article 12 Seniority. Upon completion of the probationary period the employee will revert to the pay scale of the classification hired into.

\*\*Specialize Mechanic: Are those mechanics that have certificates, degrees and or abilities recognized and approved by the Employer.

Section 2. Unassigned or vacant equipment will be assigned by the Employer as needed with the understanding the assignments will not displace regular operators who in most cases will operate their own bid jobs, unless during the course of the day it was an inconvenience to switch employees.

Section 3. If an employee is temporarily transferred for the Employers convenience as provided in Section 1 or 2 to a job classification lower or higher than his regular job classification his hourly rate of pay will continue to be his regular job classification pay.

Section 4. Full time assignments or transfers outside the Bargaining Unit for promotions to a supervisory position of Foreman or Weighmaster / Permit Supervisor that is not filled by transferring within the supervisory ranks because of reorganizational efforts, will be offered to members of the Hourly or Clerical / Engineering Bargaining Units that apply. Said positions will be filled through the interview process as established by the Employer. If no employee applies for or is qualified for the position, the position may be filled with a new hire who meets the requirements for the position.

In the event the full-time Weighmaster position is eliminated and it goes back to Seasonal - Temporary status, the position or positions will revert back to the Hourly Bargaining Unit, under terms of the language that was in the Agreement dated January 1, 1995 through December 31, 1998. If the Weighmaster position is eliminated and returned back to temporary, the position will be offered to the present temporary Weighmasters, Leo Smith and John Michalec if they are still in the Bargaining Unit when the transaction took place.

Section 5. The Employer may assign any qualified grader operator to perform projects without regard to seniority or in what district the work occurs, if in the judgement of management the grader operator within the district the work occurs does not have the ability or skills to perform the work being required, or if the grader operator is busy doing other work or is absent or has bid on another temporary assignment.

Section 6. When a mechanic is assigned the duties of a Mechanical Working Foreman during the absence of the Garage Superintendent on short time leave he will be paid thirty seven cents per hour (.37 cents) for all hours worked in the temporary assignment as Mechanical Working Foreman. If the mechanic is transferred into the Supervisory Unit by the Employer to fill in for the Garage Superintendent for an extended period of time, he will be paid in accordance to the wage scale in the Supervisory Contract.

Section 7. The rate of pay for the positions of specialize mechanic and mechanic/welder reflect a forty cent (.40) per hour built in tool allowance. Effective September 13, 1992 the condition of employment for mechanics is that they furnish their own tools. Speciality tools will be furnished by the Employer.

Section 8. Mechanics will be responsible for their own tools, any lost or broken will be replaced by them. Mechanics will have the only keys to their own tool boxes.

Section 9. The Employer will have a tool box that is made up and inventoried, that will be signed out by the mechanical garage supervisor to employees who may be assigned to work in the mechanical garage or signed out to mechanics who choose to use them while on a service run with the mechanical service truck.

Section 10. Employees who need to have tools to use may sign for them through the mechanical garage supervisor and return them back once the assignment has been completed. Employees who need some tools for operating their equipment will sign out for them and be responsible for them.

Section 11. Tools will be assigned to the tire repairman and nightman, said tools will be inventoried and signed out by the mechanical garage supervisor.

Section 12. Employees hired into the classification of Labor II will be on job probation for 720 hours as outlined under Article 12 Seniority.

Labor II will be a training program that may be used as an apprenticeship program which is established for training and teaching the employee Road Commission operations and procedures.

If the employee successfully completes his probationary period as Labor II, he will be promoted to Flex Operator.

During the probationary period, the employee will be required to have a CDL (Commercial Driver's License) in place so training on equipment can be permitted. During the training period, the employee will not be assigned any piece of equipment, but will be assigned to operate unassigned equipment as part of this training.

During the probationary training, the employee will not be entitled to call out for overtime unless all employees are working. Exception on overtime is if the training employee has his shift extended for training and all the Hydro classification and Flex Operators were working, then his training may be extended but not to exceed 10 hours during his probationary period.

During the probationary period for training, the Employer may release the employee as outlined under Article 12. Section 1 in the Agreement between the parties.

Section 13. Employees may be assigned different areas and or equipment to best utilize manpower and equipment during day to day operations. This assignment will not displace employees who are regularly assigned an area or piece of equipment.

#### APPENDIX C TEMPORARY EMPLOYEES

Section 1. It is understood the provisions of this Agreement entered into between the parties dated August 1998, do not apply to temporary employees.

Section 2. The Employer agrees, in no event will it pay any temporary employee an hourly rate in excess of that rate shown for the lowest Classification in Appendix B.

Section 3. The Employer intends to use temporary employees on a seasonal basis to supplement its regular work force; therefore, temporary employees shall not be hired to perform work which a regular employee, who is on layoff with recall rights can perform.

Section 4. It is understood and agreed the Employer may use volunteer workers, workers assigned by the courts and workers assigned by the Welfare Department. Said workers will not displace regular full time workers, but may be used during a lay-off, to the same extent as prior to the lay-off.

Section 5. Temporary employees may be employed from April 1 through October 31, of a given year. Temporary employees will not be assigned to operate equipment to displace regular employees, but may be assigned to operate certain equipment during the time regular employees are on vacation or other day to day absences and regular employees are doing their own bid jobs. The Employer agrees not to employ more than twelve (12) temporary employees at any given time.

Section 6. Temporary employees shall be interviewed for any job openings to which they apply.

Section 7. The employer may employ two (2) youth employees who are subject to the Youth Employment Standards Act, for building and grounds duties and will not be assigned field duties. The two youth employees are above and beyond the twelve (12) mentioned in Section 5. of this Appendix C.

#### APPENDIX D UNIFORMS

Section 1. The Employer agrees to furnish all employees with five (5) changes of uniforms per week. The uniforms will be the same color with the employee name over the left pocket and the Shiawassee County Road Commission over the right pocket. Employees are required to wear the uniform each time they report in for work.

Section 2. Wet suits will be provided for mechanics and nightmen.

Section 3. Safety vests will be provided to all employees who will wear them while doing work outside their vehicle.

APPENDIX E LONGEVITY

Section 1. An annual payment per the schedule below shall be made to each eligible employee on the third payday of December of each calendar year. The annual payment shall be as follows: and will be paid by separate check.

Service	Amount of Payment
1 to 5 years	\$ 50.00
5 years through 9 years	100.00
10 years through 14 years	150.00
15 years through 19 years	250.00
20 years through 24 years	350.00
25 years and over	450.00

Section 2. Employees who are on or who have been on an unpaid leave of absence (as defined in this Agreement) during the calendar year January 1, through December 31, will not be entitled to receive longevity pay for the months they are absent from work. The amount of payment as defined in Section 1 of this Appendix E shall be broken down into twelve (12) equal shares. The employee shall lose one (1) share for each month he is absent from work because of an unpaid leave of absence. To qualify for a lost month, the employee shall work less than half the normal work days within that month. It is understood a paid day shall be a day worked or a day of paid leave.

Section 3. During the calendar year, January 1, through December 31, any employee who retires from the employment of the Employer or upon the death of an employee, all longevity earned as of the date of separation for the above two reasons shall be paid based upon one (1) share for each month worked as defined in Section 2 of this Appendix E.

APPENDIX F UNEMPLOYMENT COMPENSATION

Section 1. The Employer agrees to provide, through the service of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement; said coverage to be provided at no cost to the employee. Also said coverage will be within the guidelines of the laws.

Section 1. The Employer agrees to provide hospitalization medical coverage for the following employees who were employed by the Employer prior to 12-31-98 after they become eligible for retirement under the terms of Article 37, Section 4. This Letter of Agreement is between the Shiawassee County Road Commission, the Shiawassee County Road Commission Employees Chapter of Local 1071 AFSCME, AFL-CIO and each individual employee whose signature appears below. With the Employer guaranteeing paid hospitalization medical coverage for the retiree and spouse if qualified at their retirement, with dates of eligibility listed under their names. There will be no paid hospitalization medical coverage for employees who are hired by the Employer after 01-01-99. Those employees may be covered by paying the monthly premiums for themselves and their spouses. Under this agreement, the Employer is not obligated to negotiate hospitalization benefits for future retirees who have a seniority date of 01-01-99 and thereafter.

Employees under this agreement must have 10 years of service and be sixty (60) years of age to qualify for coverage for the retiree only and have twenty-five (25) years of service and be fifty-five (55) years or older to also qualify for spouse insurance. Coverage is what was in effect on 08/01/98 unless changed by mutual consent.

<u>Employee Name</u>	<u>Date Qualified For Coverage If Still Employed By The Employer</u>
<u>Robert D Beach</u> Robert Beach	10-31-2002
<u>Wilmot Williams</u> Wilmot Williams	07-10-2005
<u>Andy Hollers</u> Andy Hollers	06-03-2004
<u>George McInerney</u> George McInerney	01-30-2005
<u>William Butcher</u> William Butcher	07-07-2004
<u>Dan Schlaack</u> Dan Schlaack	08-10-2005
<u>Leonard Kufylowich</u> Leonard Kufylowich	05-14-2004
<u>Richard Mulder</u> Richard Mulder	04-14-2011

Paul Gasperosky  
Paul Gasperosky

06-01-2012

Don Mitts  
Don Mitts

06-01-1997 (Retiree Only)

Leo Smith  
Leo Smith

04-15-2024

Bernard Turnwald  
Bernard Turnwald

08-27-2014

Robert Williams  
Robert Williams

10-15-2015

John Michalec  
John Michalec

06-17-2024

Henry Handl  
Henry Handl

09-20-2022

Jeffrey A. Absey  
Jeffrey Absey

04-11-2021

David O'Berry  
David O'Berry

04-20-2024

Raymond Turnwald  
Raymond Turnwald

01-13-2017

Arthur Krupp  
Arthur Krupp

02-10-2026

Douglas M. Noonon  
Douglas Noonon

06-07-2023

Troy Howes  
Troy Howes

12-01-2022

Chad Vincent  
Chad Vincent

06-20-2028

<u>Stephen A. Zernick Jr.</u> Stephen Zernick Jr.	02-20-2022
<u>James Apsey</u> James Apsey	03-25-2006 (Retiree Only)
<u>Trisha Swender</u> Trisha Swender	01-08-2028
<u>Larry Latuneki</u> Larry Latuneki	09-15-2022
<u>Richard Wedell</u> Richard Wedell	09-15-2007 (Retiree Only)
<u>Jbdy Smith</u> Jbdy Smith	04-27-2023

The above dates are when employees first become eligible for retirement, but employees may choose to retire at a later date and still receive the coverage.

Shiawassee County Road Employees  
Local 1071, AFSCME, AFL-CIO

Shiawassee County Road Commission

Jeffrey A. Apsey  
John A. Michalek  
Chad Vincent  
Christine S. Krupp

John N. Conroy  
Richard D. Miller  
Stephen A. Zernick

This Letter of Agreement dated this 25th Day of August 1998 is transferrable from one collective bargaining agreement to another until the last employee covered by this agreement listed above retires.

Section 2. The parties hereto agree on the transfer of union employee, Douglas Noonon, from the AFSCME Supervisory Bargaining Unit to the Hourly Employees AFSCME Bargaining Unit under a deviation from policy agreement. Whereas the current collective bargaining agreement does not address transfers of employees from the Supervisory Unit to the Hourly Unit who have never worked under the Hourly Unit before. The hourly employees agreement, under Article 19. Transfers, only covers when an hourly employee transferred into a supervisory position and thereafter transfers back into the hourly unit. The transfer of employee Douglas Noonon, will be under the following format and does not change or modify the present Agreement Between The Parties and is for this transfer only and does not effect future transfers.

Employee Douglas Noonon is being transferred into the Hourly Employees Bargaining Unit as a second shift nightman, a vacant position that was posted in accordance to the Agreement Between the Parties and no hourly bargaining unit employee bid on the vacancy.

The above parties recognize that Douglas Noonon's seniority date is June 29, 1992, which is his date of hire with the Shiawassee County Road Commission and that he shall retain all rights accrued for the purposes of any benefits provided for in the Agreement Between the Parties, excluding bidding rights. Bidding rights for future job vacancies would be January 20, 1995.

Douglas Noonon and the above parties hereto have caused this Agreement to become effective on the day and year below written by their signatures.

UNION:

Jeffrey A. Amley  
John A. Michalec  
Chad A. Vincovich  
Arthur J. Kuepfer  
Douglas M. Noonon  
Employee, Douglas Noonon

EMPLOYER:

John H. Long  
Richard J. [unclear]  
Stephen L. Zemeck

Dated this 25th Day of January 1995.

Section 3. When the Employer is anticipating working overtime and the assignment is not for a call out or used as extending an employee's work assignment, consideration will be given to employees who may have prior commitments so as to see if arrangements may be made without too much confusion or disruption of the overtime assignment.

Said consideration will have to be dealt with on an individual basis so as to understand the situation surrounding the employees commitments and reason why the employee may be allowed to work the overtime assignment without a lot of disruption or grievances because the Employer made accommodations for the employee to work the overtime within their classification or job assignment.

This letter is just to open up the line of communications when dealing with overtime assignments and employees appointments and prior commitments.

When the overtime is for a longer duration than a four (4) hour call out or extension, then the parties, if there is a conflict, will discuss the situation with the employee effected and the union representative so as all concerned have an opportunity to be heard and the solution does not result in a grievance.

Taking into account that employees have commitments in their busy daily lives and that the Employer has a job to get done, the Employer and its employees will try to find a common solution to common problems that do not biolate the Agreement Between The Parties.

Section 4. Supervisory employees may not install signs that would or could be placed by the Sign Shop on their regular shift, or that could be placed by other employees on their regular shift, or the Sign Shop employees in Group #7 on overtime. The Supervisory Bargaining Unit Employees may place a temporary sign until the call has been made to install the sign in question. With the understanding the employer will still make the call on whether overtime is to be worked, but would have employees called in if they placed a temporary sign.

Small barricades type I or II may be placed by any employee or supervisor to mark hazards, and or be placed at areas where signal lights are out including temporary stop signs.



The placement of temporary signs that indicate accident ahead may be placed by anyone as directed.

The placement of 4 X 8 barricades to close a road or bridge will be offered to the Sign Shop.

The removal of a tree, limb or other material from the roadway can be removed by other than bargaining unit employees, provided the removal does not involve using equipment normally used by bargaining unit employees or takes longer than a few minutes.

Section 5. Employees who in the course of the employment break their safety glasses and it's in between prescriptions as covered under Article 37. will be entitled another basic pair of safety glasses. If they are broke the second time, it will be the reonsibility of the employee to pay for while they are waiting for their prescription to kick in. Proof will be requested for being broke on the job.

#### APPENDIX H WORK RULES

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 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 work rule, or any unresolved conflicts involving the application of existing or new work rules, shall be the subject matter of a grievance. The work rules will be uniformly applied and uniformly enforced.

#### APPENDIX I SUBCONTRACTING

It is understood and agreed the Employer may subcontract work it decides to subcontract. The Employer will not subcontract with the express purpose of laying off regular full time employees, but may use subcontractors during a lay-off to the same extent as prior to the lay-off.

#### APPENDIX J POLICY ON SUBSTANCE ABUSE

The Shiawassee County Road Commission is very concerned for the safety of our employees and the general public. Our responsibility regarding safety is very clear. It is with this in mind that our "Policy on Substance Abuse" is established.

1. The Shiawassee County Road Commission strictly prohibits the use of unauthorized drugs or alcohol. No employee shall be permitted to work if they are in violation of the Department of Transportation standards. Violation of this policy will result in discipline up to and including discharge.

2. Where there is reason to suspect that an employee is in violation of the Department of Transportation standards of unauthorized drugs or alcohol, the employee will be subject to reasonable suspicion testing of alcohol and drug use.

3. We will not let the employee drive when we suspect an employee is in violation of the Department of Transportation standards of unauthorized drug or alcohol use. An employee refusing to take a requested Department of Transportation test for alcohol or drugs, the test will be considered positive and the employee will be subject to discipline up to and including discharge. In this situation we will arrange transportation to the employee's home or call the authorities to do so.

4. The union acknowledges that its members are employed in safety sensitive positions and that its members or citizens could be placed in jeopardy by an employee who is in violation of the Department of Transportation's policy on drug or alcohol use. Therefore under Federal Department of Transportation rules for drug and alcohol testing 50% of the CDL employees shall be tested for drugs and 25% of the CDL employees shall be tested for alcohol during each year.

5. Job applicants who have been selected for employment have to provide a urine specimen for drug testing, with a negative result returned prior to the employee doing any safety sensitive task.

6. As a part of a routine physical examination if required by regulations regarding a C.D.L. test.

7. An employee who voluntarily discloses a dependency on drugs or alcohol to the Employer and voluntarily undergoes an Employer approved supervised detoxification treatment program. The employee will be allowed to return to work to their former classification, position, wages and benefits. The Road Commission will pay an employee in this situation an amount equivalent to their average weekly earning based upon forty hours per week for a period determined by the nature of the substance but not exceeding a maximum of four (4) weeks during detoxification.

8. Prior to returning to safety sensitive tasks the (SAP) Substance Abuse Professional will have the employee take a return to duty test, with negative results. The SAP will determine what, if any follow up treatment is required, including follow up testing for up to 60 months.

9. **LAST CHANCE POLICY:** An employee who voluntarily discloses a dependency on drugs or alcohol to the Employer and voluntarily undergoes an Employer approved supervised detoxification treatment program, will not be given any disciplinary action provided that:

- (a) Such disclosure is the first voluntary disclosure of a dependency on drugs or alcohol for the employee, and
- (b) The employee satisfactorily completes the detoxification treatment program as prescribed, and
- (c) The employee remains free of unauthorized use of drugs or alcohol and strictly complies with Employer's drug free policy.
- (d) Employees who voluntarily enter a rehabilitation program as outlined under Section 7 and 8 of this policy must enter into a last chance agreement before returning to work.

10. The Road Commission will maintain a current list of referral agencies. Management will work with the employee to obtain treatment as soon as possible. Treatment not covered by employee's insurance will be the employee's personal expense.

11. The expense of testing, lost wages while being tested, and transportation to the test facility will be borne by the Road Commission for the test requested by the Road Commission.
12. This policy indicates the Road Commission's concern for safety. This policy relates to all employees, management and co-workers must be especially alert to potential substance abusers that might cause an accident by their actions. It really includes all employees in our operation.
13. Included in this policy is the complete abstinence from alcohol and drugs by all employees during the time they are working for the Road Commission including lunch periods, and the time they are called in for overtime assignments.
14. No alcohol consumption 4 hours prior to beginning work shift.
15. When called into work in an emergency the CDL employee will be asked by the supervisor if he/she has consumed any alcohol in the past 4 hours.
16. (Use of Prescription Drugs) No driver shall report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instruction of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. The Employer having actual knowledge that a driver has used a controlled substance shall permit the driver to perform or continue to perform a safety sensitive function. The employee is required to inform the Employer of any therapeutic drug use.
17. The employee involved in a reportable DOT accident shall not consume any alcohol for up to eight (8) hours of the accident, or until the CDL employee is cleared from testing.
18. Positive results will be reported, under DOT rules for CDL employees not providing a sufficient amount of specimen for testing.
19. Positive results will be reported, under DOT rules for CDL employees that can not provide a sufficient amount of breath to activate the Evidential Breath Test.

The Board of Shiawassee County Road Commission of the County of Shiawassee is very serious in establishing this policy. We sincerely hope that it will discourage substance abuse by our employees and encourage those with a problem to come forth and seek help.

Received and Understood

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

All employees who were working under the Last Chance Policy prior to 12-31-95 will have the Last Chance Policy removed from their Employment Record and Personnel File. All employees will start 01-01-96 with a clean record. The removal of the Last Chance Policy resulted because of the parties willingness to reach an agreement on the new policy on Substance Abuse that takes effect 01-01-96 and has no bearing on implementation of future Last Chance Policies.

SHIAWASSEE CO. ROAD  
COMMISSION EMPLOYEES  
CHAPTER OF LOCAL 1071,  
AFSCME, AFL - CIO

SHIAWASSEE CO. ROAD COMMISSION

Jeffrey A. Copley  
John A. Michalek  
Charles Vincent  
Arthur J. Krupis

John H. Cuy  
Richard D. White  
Stephen A. Zernick

Signed 25th day of August 1998.

APPENDIX K

Shiawassee County Road Commission Board Resolution \_\_\_\_\_  
Adopting the Policy on Substance Abuse, Drug Free Work Place Rules and Regulations, and Drug Testing Protocol and Omnibus Transportation Employee Testing Act of 1991 Rules and Regulations applicable to employees required to obtain CDL and Drug Testing Protocol, and all provisions thereof are subject to the provisions of the Collective Bargaining Agreement Between the Parties.

Employees required to undergo any examination or test pursuant to the aforementioned Resolution shall be entitled to a union representative at the employees request at any point during any examination or test. However, such representation shall not be interpreted to permit access by a Union Representative to the production and collection of a sample by an Employee. An employee or Union Representative shall not lose any time or pay as a result of cooperating with and abiding by the provisions of the Resolution during the Employees regular shift.

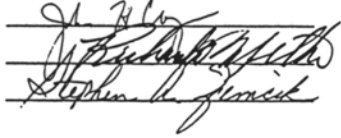

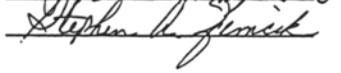
Employees who exercise the option of having the split sample tested pursuant to the applicable Drug Protocol may use accrued paid leave as provided by the Collective Bargaining Agreement while waiting for the results from the split sample test. If the split sample testing result is negative, such paid leave shall be restored to the employee and the employee shall not be charged any overtime for equalization purposes.

An employee who is required by the Substance Abuse Professional to undergo treatment that will cause the employee to be absent from work may use any or all leave credits he/she has accumulated as allowed by the Collective Bargaining Agreement.

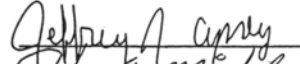
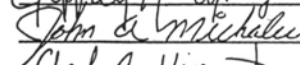
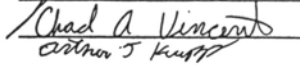
Employees required by the Substance Abuse Professional to undergo treatment in a residential program will be granted the time as provided by Section 7 of Appendix J in the Agreement Between the Parties.

Signed this 29th Day of December, 1995.

FOR THE ROAD COMMISSION:  
BOARD OF SHIAWASSEE  
COUNTY ROAD COMMISSIONERS

FOR THE UNION:

  
  
  
*Arthur J. [unclear]*

