

A G R E E M E N T

BETWEEN
THE BOARD OF COUNTY ROAD COMMISSIONERS
VAN BUREN COUNTY, MICHIGAN

AND

LOCAL NO. 2901, COUNCIL 25
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

EFFECTIVE DATE: DECEMBER 14, 1996

EXPIRATION DATE: DECEMBER 14, 1999

A G R E E M E N T

**BETWEEN
THE BOARD OF COUNTY ROAD COMMISSIONERS
VAN BUREN COUNTY, MICHIGAN**

AND

**LOCAL NO. 2901, COUNCIL 25
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO**

EFFECTIVE DATE: DECEMBER 14, 1996

EXPIRATION DATE: DECEMBER 14, 1999

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - RECOGNITION	1
Section 1: Description of Bargaining Unit	1
Section 2: Employer's Rights	1
Section 3: Anti-Discrimination	2
Section 4: Union Activity During Working Hours	2
Section 5: Pronouns	2
Section 6: Merger or Consolidation	2
ARTICLE II - UNION SECURITY AND CHECK-OFF	2
Section 1: Union Security	2
Section 2: Check-Off	2
ARTICLE III - GRIEVANCE PROCEDURE	3
Section 1: Grievance Defined	3
Section 2: Processing Grievances	3
Section 3: Time Limits	5
Section 4: Grievances on Behalf of the Unit	5
Section 5: Time Spent at Grievance Meetings	5
Section 6: Union Representation	5
ARTICLE IV - DISCHARGE CASES	6
ARTICLE V - SPECIAL CONFERENCES	7
ARTICLE VI - STRIKES AND LOCKOUTS	7
ARTICLE VII - SENIORITY	8
Section 1: Seniority Defined	8
Section 2: Probationary Period	8
Section 3: Seniority List	8
Section 4: Termination of Seniority	8
Section 5: Reduction of Work Force	9
Section 6: Bidding Procedure	10
Section 7: On-the-Job Training	11

Section 8:	Temporary Transfers	11
Section 9:	Promotion from Unit	12

ARTICLE VIII - LEAVES OF ABSENCE 12

Section 1:	Personal Leave	12
Section 2:	Illness, Accident, Pregnancy	12
Section 3:	Military Service	13
Section 4:	Union Functions	13
Section 5:	Must Be In Writing	13
Section 6:	Return from Leave of Absence	13
Section 7:	National Guard and Reserves	13
Section 8:	Jury Duty	14
Section 9:	Funeral Leave	14
Section 10:	Family and Medical Leave Act	14

ARTICLE IX - SICK LEAVE 16

Section 1:	Accumulation of	16
Section 2:	Qualifying for Payment	17
Section 3:	Uses of	17
Section 4:	Payments Deducted from Bank.	18
Section 5:	Payments on Retirement or Death.	18
Section 6:	Medical Certification.	18
Section 7:	Maximum Pay Benefit.	18

ARTICLE X - HOURS OF WORK 19

Section 1:	Regularly Scheduled Working Days Defined	19
Section 2:	Normal Hours	19
Section 3:	Shift Hours	19
Section 4:	Rest and Lunch Periods	19
Section 5:	Emergency Operations	20

ARTICLE XI - WAGES 20

Section 1:	Job Classifications and Rate Ranges	20
Section 2:	Fair Day's Work	20
Section 3:	Establishing New Jobs	20
Section 4:	Minimum Rate of Pay	21
Section 5:	Applicable Rates	21
Section 6:	Daily Overtime	21
Section 7:	Tree Climber Premium	22
Section 8:	Call In Pay	22

Section 9:	Pension Plan	22
Section 10:	Group Insurance	22
Section 11:	Tool Allowance	24
ARTICLE XII - HOLIDAYS		24
Section 1:	Paid Holidays	24
Section 2:	Eligibility Requirements	25
Section 3:	Holidays During Vacation Period	25
Section 4:	Pay When Holiday is Worked	25
ARTICLE XIII - VACATIONS		25
Section 1:	Qualifying for Vacations	25
Section 2:	Computation of Vacation Pay	26
Section 3:	Requirements for Taking Vacations	26
Section 4:	Time Vacation can be Taken	27
Section 5:	Preference Between Employees	27
Section 6:	Vacation Versus Sick Leave	27
Section 7:	Upon Separation from Employment	27
ARTICLE XIV - SAFETY AND HEALTH		27
Section 1:	Maintenance of Safety and Health	27
Section 2:	Observing Safety Rules	27
Section 3:	Injury Incurred on the Job	28
Section 4:	Physical Examination	28
Section 5:	Safety Committee	28
ARTICLE XV - GENERAL		29
Section 1:	Rules and Regulations	29
Section 2:	Subcontracting	29
Section 3:	Ability to Operate Vehicles	29
Section 4:	Bulletin Boards	30
Section 5:	Zipper Clause	30
Section 6:	Totality of Agreement	30
Section 7:	Savings Provisions	30
Section 8:	Work Performed by Supervisors	30
Section 9:	Americans with Disabilities Act Language (ADA)	30
ARTICLE XVI - DURATION		31

EXHIBIT A - JOB CLASSIFICATIONS AND RATES OF PAY..... 32

Section 1:	Hourly Rates of Pay.....	32
Section 2:	Longevity.....	32
Section 3:	New Employees in RME-II and Mechanic II	32
Section 4:	Job Descriptions	33



AGREEMENT

THIS AGREEMENT entered into as of the 6th day of December, 1996, by and between THE BOARD OF COUNTY ROAD COMMISSIONERS FOR THE COUNTY OF VAN BUREN, STATE OF MICHIGAN, hereinafter referred to as the "Employer," and LOCAL NO. 2901, COUNCIL 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the public and the job security of the employees depend upon the Employer's ability to continue to provide proper services to the public, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I - RECOGNITION

Section 1: Description of Bargaining Unit. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and 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 for all regular full-time and regular part-time road maintenance employees and mechanics of the Van Buren County Road Commission, but excluding seasonal employees, irregular part-time employees, engineers, engineering technicians, office janitors, office clerical employees and supervisors.

- (a) It is understood and agreed that employees hired pursuant to any state or federal grants shall be excluded from the bargaining unit.
 - (1) It is further understood and agreed that employees hired pursuant to such grants shall not be permitted to perform what is normally considered to be exclusively bargaining unit work except in emergency situations such as disasters.

Section 2: Employer's Rights. The Union recognizes that, 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 Commission and the employees are vested solely and exclusively in the Employer.

Section 3: Anti-Discrimination. The Employer and the Union agree that, for the duration of this Agreement, neither shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, marital status, physical handicap, nationality or political belief, nor shall the Employer or its agents, nor the Union, its agents or members discriminate against any employee or applicant for employment because of his membership or non-membership in the Union.

Section 4: Union Activity During Working Hours. The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be entitled to engage in Union activity during working hours.

Section 5: Pronouns. Wherever the male pronoun is used in this Agreement, it shall be deemed to include both male and female.

Section 6: Merger or Consolidation. Insofar as this Agreement relates to the construction and maintenance of roads and streets under the jurisdiction of the Board of County Road Commissioners, this Agreement shall be binding upon the Employer's successor, if any, and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merger or consolidated employer as to the employees performing the work contemplated by this Agreement at the time it was executed.

ARTICLE II - UNION SECURITY AND CHECK-OFF

Section 1: Union Security. Employees shall, as of the thirty-first (31st) calendar day following the date of execution of this Agreement, as a condition of employment [except as specified in subsection (a) below], become and remain members of the Union in good standing to the extent of tendering payment of regular monthly dues uniformly required of all Union members. All employees hired subsequent to the date of execution of this Agreement shall, as of the thirty-first (31st) calendar day following the beginning of their probationary employment [except as specified in subsection (a) below] as a condition of employment, become and remain members of the Union in good standing to the extent of tendering payment of the initiation fee and regular monthly dues uniformly required of all Union members.

- (a) Employees in either of the categories referred to in this Section who are unwilling to become members of the Union shall, as a condition of continued employment, in lieu of the payment of such initiation fee and dues, pay a monthly representation fee equal to the monthly Union dues uniformly required of all Union members.

Section 2: Check-Off. During the life of this Agreement, for those employees for whom properly executed payroll deduction authorization forms are delivered to the Employer by the

first working day of each month, the Employer will deduct from their pay the second pay period of each month, the initiation fee and/or monthly Union dues or the representation fee referred to in Section 1(a) of this Article in such amounts as are designated by the Finance Officer of Michigan Council 25, and shall promptly remit any and all amounts so deducted to said Finance Officer of Council 25, with a list of the names of employees from whose pay such dues were deducted by the 5th day of the month following the month the deductions were made, together with a list of the names of the employees who have completed their probationary period during such month and the names of employees from whom dues were not deducted indicating the reason why no such deductions were made.

- (a) The Union agrees to indemnify and save the Employer harmless against any and all legal claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization forms or by reason of the Employer's compliance with the provisions of this Article.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1: Grievance Defined. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 2: Processing Grievances. An employee who believes he has a grievance must submit his complaint orally to his Superintendent within ten (10) regularly scheduled working days after the occurrence of the event upon which his complaint is based. If such employee had no knowledge of the occurrence of such event within said ten (10) regularly scheduled working days, he must orally submit his complaint within ten (10) regularly scheduled working days after his knowledge thereof or within ten (10) regularly scheduled working days after conditions were such that he should have had knowledge thereof, whichever occurs first. The Superintendent shall give the employee a verbal answer within two (2) regularly scheduled working days after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply:

FIRST STEP: To be processed under the grievance procedure, a grievance must be reduced to writing on triplicate forms to be supplied by the Union, state the facts upon which it is based, when they occurred, specify the Section of the Contract which allegedly has been violated, must be signed by the employee who is filing the grievance (or at his request, by his steward) and must be presented to the employee's immediate Superintendent within fifteen (15) regularly scheduled working days after the occurrence of the event upon which it is based. If such employee had no knowledge of the occurrence of such event within said fifteen (15) regularly scheduled working days, he must submit his written grievance within fifteen (15) regularly scheduled working days

after he does have knowledge thereof or within fifteen (15) regularly scheduled working days after conditions were such that he should have had knowledge thereof, whichever occurs first. The Superintendent shall give a written answer to the aggrieved employee within two (2) regularly scheduled working days after receipt of the written grievance. If the answer is mutually satisfactory, the employee or his steward shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Superintendent.

SECOND STEP: A grievance which has not been settled in the first step of the grievance procedure may be appealed to the second step provided the Union advises the Engineer Manager or his designee of the desire to so appeal within five (5) regularly scheduled working days after the Union's receipt of the first step answer and provided the request to so appeal contains a statement as to why the first step answer given by the Employer was unsatisfactory. The grievance thus appealed shall be discussed by the members of the Union's Grievance Committee, a Council Representative, and the Engineer Manager or his designee at a meeting to be held not later than five (5) regularly scheduled working days after receipt of the appeal to the second step. The Engineer Manager or his designee will give a written second step answer to the grievance within five (5) regularly scheduled working days after the second step grievance meeting. If the grievance is settled at this step, the answer will be signed by the grievant, the Chairman of the Union's Grievance Committee, the Council Representative and the Engineer Manager or his designee with two (2) copies thereof retained by the Union and one (1) by the Employer.

THIRD STEP: If, at this point, the grievance has not been satisfactorily settled, the Union shall have the right to a conference before submitting the grievance to arbitration. This conference shall be attended by members of the Union's Grievance Committee and may be attended by a Council Representative, and the Engineer Manager or his designee. If the Union wishes to appeal the denial of the grievance at Step 3, a Council 25 representative for the Union shall, within thirty (30) calendar days after the date of the Employer's disposition in Step 3, notify the Engineer Manager or his designee in writing that the Union elects to take the grievance to arbitration. Within ten (10) working days of the receipt of notice of the Union's intent to arbitrate, the parties shall attempt to agree mutually upon an arbitrator. If no agreement is reached, then the Union shall file a request with the Federal Mediation and Conciliation Services for its assistance in selecting an arbitrator according to FMCS Rules and Regulations. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered withdrawn by the Union. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement or to rule on any claim for money or benefits arising under a retirement claim or dispute, but shall be limited solely to the interpretation and application of the specific provisions contained herein.

However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge or suspension that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the employee involved and the parties hereto. The cost of the arbitration shall be borne equally between the Employer and the Union in the case of a divided award. The Union shall bear the cost of arbitration if the grievance is denied, and the Employer shall bear the cost of arbitration if the grievance is sustained. The arbitrator's decision on an arbitrable matter within his jurisdiction shall be final and binding upon the employees, the Union and the Employer; provided, however, that either party retains all legal rights to challenge arbitrations and decisions thereof where the award was procured by fraud or undue manner or where the arbitrator was guilty of misconduct or exceeded his powers or jurisdiction. Not more than one (1) grievance or dispute may be submitted in one (1) arbitration proceeding, except by the mutual written agreement of the parties.

Section 3: Time Limits. The time limits at any step of the grievance procedure may be extended only by mutual agreement in writing between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being withdrawn. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure, provided however, that nothing contained herein shall be construed so as to automatically refer a grievance to arbitration.

Section 4: Grievances on Behalf of the Unit. Grievances on behalf of the entire bargaining unit shall be filed by the president of the Union or, in his absence, by someone by him designated, and shall be processed starting at the second step of the grievance procedure.

Section 5: Time Spent at Grievance Meetings. The Union representatives shall suffer no loss of pay from their regular scheduled work for time necessarily spent while attending grievance meetings as provided for in this grievance procedure. Employees shall not be paid for any time spent while attending grievance meetings outside their regularly scheduled working hours.

Section 6: Union Representation. The Union shall be represented by three (3) stewards, one (1) in each of the following districts: Northern Maintenance District, Southern Maintenance District, and Equipment Maintenance Division. The Employer shall promptly be advised in writing by the Union as to the identity of such stewards and as to any replacements thereof. Alternate stewards may be designated by the Union, in writing, to serve only during the absence from work of the regular steward in their respective Districts.

- (a) The steward shall be permitted a reasonable amount of time when necessary to investigate grievances within his District and present grievances to supervision as provided in the grievance procedure during regularly scheduled working hours without loss of pay provided he first notifies his supervisor of the necessity to do so and gives the supervisor sufficient time to obtain a replacement for the steward if it is necessary to replace him.
- (b) The Union president shall be permitted to present grievances at the appropriate level of the grievance procedure during his regularly scheduled working hours without loss of pay provided he notifies the Engineer Manager or his designee of the necessity to do so and gives his supervisor sufficient time to obtain a replacement for him, if necessary.

ARTICLE IV - DISCHARGE CASES

Section 1: The Employer agrees that employees shall not be discharged without cause from and after the date of this Agreement, but that in all instances in which the Employer may conclude that an employee's conduct may justify discharge, such employee shall first be suspended. In all cases of suspension, the Employer shall allow the suspended employee an opportunity to discuss his suspension with his steward before being required to leave the property of the Employer. Such initial suspension shall be for not more than five (5) regularly scheduled working days. In the event the suspension is converted into a discharge, such discharge shall not be made until the end of said five (5) day period. During that period of initial suspension, the employee may, if he believes he has been unjustly dealt with, request a hearing in a meeting between the Union Grievance Committee, his immediate Superintendent and the Engineer Manager. After such hearing or if no such hearing is requested, the Engineer Manager shall decide, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended, should be converted into a discharge or that no discipline should have been given. In the event the employee believes he has been unjustly disciplined, it shall be a proper subject for the grievance procedure provided a written grievance with respect thereto is presented to the Engineer Manager pursuant to step two of the grievance procedure within three (3) regularly scheduled working days after the Engineer Manager makes his decision as set forth above.

Section 2: In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular straight time hourly rate he would have received during the period of the discharge, less such compensation as he may have earned at other employment during such period.

- (a) As used in this Section, "compensation earned at other employment during such period" shall not include compensation from continued employment on a job or jobs the employee performed for other employers while working for the Commission prior to the discharge or suspension except to the extent that such earnings, during the period of discharge or suspension, exceed the amounts so earned prior thereto for a like period of time.

ARTICLE V - SPECIAL CONFERENCES

Section 1: Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and the Employer after a written request therefor is made by either party subject to the following conditions:

- (a) Such meetings shall be held not more frequently than once each calendar month unless the Union and the Employer agree to hold one at a lesser interval.
- (b) Such meetings may be attended by the president of the Local Union and not to exceed an additional two (2) members of the Local Union and may be attended by a representative of the Council and/or International Union, and the Engineer Manager or his designee. The time of such meetings shall be arranged between Council 25 offices and the Employer.
- (c) There must be at least ten (10) regularly scheduled working days advance written notice of the desire to have such meeting unless a lesser amount of advance notice is mutually agreed upon. Such notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If the other party has subjects it wishes to discuss, it shall submit its agenda at least five (5) regularly scheduled working days prior to such meetings. Discussions at special conferences shall be limited to the items set forth in the agenda. Prior to such conference, both parties shall advise each other as to the identity of their representatives at such conference.
- (d) Employees shall not lose pay for the time necessarily spent away from their regularly scheduled work while attending such conferences.

ARTICLE VI - STRIKES AND LOCKOUTS

Section 1: The Union agrees that during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike, or other concerted activity which interferes with the operations of the Employer. The Employer agrees that, during the same period, there will be no lockouts.

Section 2: Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operations of the Employer, shall be disciplined or discharged in the sole discretion of the Employer. It is understood and agreed that the question as to whether an employee's conduct is such as is proscribed by this Section and the question of individual employee's degree of culpability may be processed under the grievance procedure starting with the third step thereof.

ARTICLE VII - SENIORITY

Section 1: Seniority Defined. Seniority shall be defined as an employee's length of continuous service with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absence, vacation, sick or accident leaves or for layoffs for lack of work except as hereinafter provided.

Section 2: Probationary Period. All new employees shall be probationary employees until they have worked six (6) consecutive months since their last hiring date. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which will qualify him for regular employee status. During the probationary period, the employee shall have no seniority status and may be laid off or terminated by the Employer without regard to his relative length of service. Upon the successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

Section 3: Seniority List. The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin boards each six (6) months. The names and classifications of all employees who have completed their probationary period shall be listed on the seniority list in order of their hiring dates, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more of such employees have the same last name, the same procedure shall be followed with respect to their first names. The Union shall be notified of all quits, retirements, discharges and new hires on a form provided by the Employer.

Section 4: Termination of Seniority. An employee's seniority shall terminate:

- (a) If he quits, retires or is justly discharged.
- (b) If, following a layoff for lack of work or funds, he fails or refuses to return to work within ten (10) consecutive regularly scheduled working days after a written

notice sent by certified mail of such recall was sent to his last address on record with the Employer.

- (c) If he is absent from work for three (3) consecutive regularly scheduled working days without notifying his immediate Superintendent, if it is possible for the employee to give such notice.
- (d) When he has been laid off for lack of work or funds for a period of twenty-four (24) consecutive months.
- (e) If he accepts employment elsewhere while on a leave of absence (without having received prior written permission from the Employer) or does not return to work immediately following the expiration of a leave of absence.

Section 5: Reduction of Work Force. When it becomes necessary to reduce the size of the work force, seasonal, temporary, probationary and part-time employees shall be laid off first, in that order, providing there are employees with seniority who are available and have the then present ability and skills required to satisfactorily perform the work of such seasonal, temporary, probationary or part-time employees. Thereafter, employees with the least seniority shall be the ones laid off, providing senior employees are available who have the then present ability and skills to satisfactorily perform the work. In the event there are no senior employees who are available who have the then present ability and skills to satisfactorily perform the work which had been performed by the junior employees who were to be so laid off, then the employee with the then present ability and skills to satisfactorily perform such work shall be retained and the next least senior employee shall be laid off. The Employer will endeavor to give employees at least ten (10) regularly scheduled working days advance notice of an impending layoff due to lack of work or funds but shall give employees at least two (2) regularly scheduled working days advance notice thereof. Recalling employees to work following a layoff shall be in the reverse order of the layoff provided the employee has the then present ability and skills to satisfactorily perform the work required. Failure to report for work within ten (10) regularly scheduled working days after the mailing of a notice by certified mail to do so shall result in the laid off employee's termination from employment.

- (a) When it becomes necessary to reduce the number of employees in a job classification, the employees in the affected classification with the least seniority shall be the ones removed therefrom. Employees thus removed from their job classification shall exercise their seniority to replace the employee with the least seniority in any other job classification in their District, seniority permitting, the work of which such replacing employee has the then present ability and skills to satisfactorily perform. However, if seniority will not permit bumping in such manner, the employee shall exercise his seniority to replace the employee with the

least seniority in any other job on a unit-wide basis which such replacing employee has the then present ability and skills to satisfactorily perform. Employees thus displaced from their job classification may exercise the same right. When work is again available in a classification, employees laid off in accordance with the procedure set forth above shall be recalled to such classification in line with their seniority.

Section 6: Bidding Procedure. When, in the Employer's judgment, it is necessary to fill a permanent vacancy in a new employee classification or a permanent vacancy in an existing employee classification, a notice of the existence of such vacancy shall be posted on the Employer's bulletin boards for a period of five (5) regularly scheduled working days during which time employees may bid therefor by signing such posting. Such posting shall indicate the employee classification, unit number of equipment involved, if any, and the district in which the vacancy exists. Identification of equipment and location of vacancy will be on the posting for informational purposes only inasmuch as it is agreed that no unit member is guaranteed any particular equipment or location within his employee classification. However, designation of equipment and location on the posting will be given so that the employees are aware of the Employer's initial placement which will result from such posting. The senior employee who bids for such vacancy who appears to have the ability to readily learn to satisfactorily perform the work shall be awarded the job within five (5) regularly scheduled working days after the posting has been removed from the bulletin boards, shall be moved thereto within five (5) regularly scheduled working days after the award has been made unless the Employer advised the Union in writing of a reason for a further delay, and shall be given a training period of not to exceed sixty (60) consecutive calendar days. If during or at the conclusion of the aforementioned sixty (60) day period the employee demonstrates that he will not be able to readily learn to satisfactorily perform the work required in such classification, or if during such period the employee requests to be removed from such job, he shall thereupon be removed therefrom, returned to his previous classification and displace the employee who last entered the classification from which he bid. The same procedure shall apply to the employee thereby removed from such classification.

It is further agreed by the parties that the Employer may make lateral transfers of employees within the employee classifications prior to the posting of the remaining vacancy. If any employee is of the belief that he is aggrieved as a result of such transfer within classification, he may file a grievance under the grievance procedure. An employee who believes that he has been aggrieved must show that he had the then present ability to perform the assignment which the employee was denied and that the employee had more seniority than the employee and/or employees transferred. Permanent equipment moves or lateral transfer moves shall be subject to final approval of the Engineer Manager. The Employer shall provide the Union president with written notification of all lateral transfers. The Engineer Manager and up to two (2) representatives of his choosing shall meet and confer with the Union president and up to two (2)

representatives of his choosing to explain the transfer(s) prior to implementation. Representatives may include an AFSCME representative and the Commission's legal counsel.

- (a) Employees shall under no circumstances be entitled to bid for another job, the rate range of which is equal to or less than the rate range of the job he occupies for a period of six (6) months following:
 - (1) The date of his award of a job under this Section.
 - (2) His acceptance of a change in either equipment or district assignment.
- (b) The Employer will provide the Union's president with a copy of each job posting when posted, a list of the names of employees who sign such postings when such are removed from the bulletin boards and a written notice as to which bidder was awarded the job, as soon as the award is made.

Section 7: On-the-Job Training. Employees who wish to have on-the-job training in a classification other than the one they occupy shall notify the Engineer Manager in writing of such desire. Such employees will be offered the opportunity for such on-the-job training when, in the judgment of the Engineer Manager, the work load of the Road Commission is such as to permit such training without interfering with the overall work which must be performed. If two (2) or more employees request such training in the same employee classification, preference will be given to the requesting employee with the most seniority. Employees will be paid the regular straight-time hourly rate of their own classification for the first forty (40) hours during their on-the-job training in any other classification. Thereafter, they will be paid the rate of the classification for which they are being trained.

- (a) Notification to the Engineer Manager shall be in writing and shall be valid until December 31st, of each year, at which time all such requests will be destroyed. New notification after January of each year will be valid until December 31st.

Section 8: Temporary Transfers. The Employer shall have the right to temporarily transfer employees irrespective of their relative seniority from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations or leaves of absence and to transfer employees to fill temporary jobs or temporary vacancies or to take care of unusual conditions or situations which may arise for a period of not to exceed thirty (30) regularly scheduled working days. It is understood and agreed that any employee temporarily transferred in accordance with the provisions of this Section shall not acquire any permanent title or right to the job to which he is so temporarily transferred but shall retain his seniority in the permanent classification from which he was transferred.

- (a) When it is necessary to temporarily transfer an employee under this Section, it is the objective to do so in an expedient manner with the least possible disruption of work. Employees who desire to have the opportunity to be temporarily transferred and thus gain experience on a job, as opposed to on-the-job training, shall advise the Engineer Manager in writing of such desire. Such written notice, to be valid, must be renewed each six (6) months. Within five (5) regularly scheduled working days after the Employer is made aware that a temporary vacancy will be of a prolonged nature, from among those employees who had notified the Engineer Manager as above provided, the senior employee who has the ability to perform the work required will be transferred to the temporary vacancy if he can be spared from his regular job classification.
- (b) The parties recognize the fact that it will be necessary, on occasion, to temporarily transfer an employee for a period in excess of thirty (30) working days. When the Employer determines that said temporary transfer will be for a period in excess of thirty (30) scheduled working days, said position shall be posted pursuant to Section 6 and such posting shall indicate that said position is being transferred as a temporary transfer on a temporary basis. Employees so temporarily transferred shall receive the higher rate of pay if transferred to a higher classification.

Section 9: Promotion from Unit. Bargaining unit employees who are promoted by the Employer to a supervisory or other job with the Employer outside of the bargaining unit shall continue to accumulate seniority for the duration of the first six (6) months following such transfer. If said employee is subsequently removed from such supervisory or other job with the Employer during such six (6) months period 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 a job within the bargaining unit which he has the then present ability, skills and other attributes to satisfactorily perform without training. If such employee remains so transferred for a period in excess of six (6) months, his seniority shall terminate.

ARTICLE VIII - LEAVES OF ABSENCE

Section 1: Personal Leave. The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to a regular employee who has completed his probationary period.

Section 2: Illness, Accident, Pregnancy. A regular employee who, because of illness, accident or pregnancy, is physically unable to report for work may be given a leave of absence without pay or fringe benefits and without loss of seniority for a period of not to exceed one (1) year, which leave may be extended by mutual written agreement between the Employer and the Union for a period of not to exceed one (1) additional year, provided he promptly notifies the Employer

of the necessity therefor and provided further that he supplies the Employer with a certification from a medical doctor of the necessity for such absence and/or the continuation of such absence when the same is requested by the Employer.

Section 3: Military Service. A regular employee who enters the military service of the United States by draft or enlistment or who is in some branch of the Armed Forces Reserves or the National Guard shall be granted a leave of absence without pay or benefits and without loss of seniority for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with the applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

Section 4: Union Functions. Regular employees who are elected or selected to attend functions of the AFL-CIO, the International Union and/or Council No. 25, such as conventions, safety conferences, and educational conferences, shall be allowed time off without pay and without loss of seniority for a period of not to exceed a total accumulation of ten (10) calendar days in any twelve (12) consecutive month period, provided no more than two (2) employees shall be permitted to be absent on such leave at the same time, provided two (2) weeks advance notice in writing is given to the Employer of the desired time off and provided such employee's or employees' absence will not work an undue hardship on the operational needs of the Employer.

Section 5: Must Be In Writing. Requests for leaves of absence must be made in writing to the Employer prior to the start of the anticipated leave of absence except where it is impossible to do so.

Section 6: Return from Leave of Absence. An employee returning from a sickness or accident leave of absence of one (1) year or less shall be returned to the job he occupied at the time the leave was granted. The position vacated due to such leaves shall be posted in accordance with the bidding procedure in Article VII, Section 6. If the employee on leave is unable to return within one (1) year, the employee who is in the temporary position shall be awarded the position permanently, if so desired.

Section 7: National Guard and Reserves. Leaves of absence shall be granted without loss of seniority to regular employees who are active in the National Guard or a branch of the Armed Forces Reserves of the United States. Application for such leave shall be made in accordance with Section 5 of this Article.

- (a) Leaves of absence of not to exceed two (2) weeks shall be granted without pay for the purpose of fulfilling annual field training obligations.
- (b) A regular employee who is mobilized by either federal or state declaration for a temporary period of military duty caused by a civil emergency shall be paid the

difference between his military pay and that which he would have earned from his normal straight time hours at his regular hourly rate of pay for a period of time not to exceed two (2) weeks annually.

- (c) A regular employee who is mobilized by either federal or state declaration for a period of time in excess of two (2) successive weeks shall be granted an extended leave of absence in accordance with Section 3 of this Article.

Section 8: Jury Duty. A regular employee who has completed his probationary period, who is summoned and reports for jury duty as prescribed by applicable law, shall suffer no loss of pay, however, he shall submit his fees earned to the Employer upon receipt. In order to be eligible for jury duty pay, the employee must: (1) give the Employer prior written notice that he has been summoned for jury duty; (2) furnish satisfactory evidence that he performed such jury duty on the days for which he claims such payment; (3) tender the amount he was paid in jury duty fees; and (4) each day promptly return to work when released from jury duty unless he is not released in time to reasonably permit him to return two (2) or more hours before the end of his shift.

Section 9: Funeral Leave. Employees shall receive the amount of pay they would have received on their regular straight time basis for each day necessarily lost during their normal work week, not exceeding three(3) days, to make arrangements for and to attend the funeral of a member of the immediate family. This payment shall not be made for any of such three (3) days on which the employee for any other reason would have been absent from work. Immediate family shall be defined as the employee's current spouse, children, foster and step-children, parents, foster parents or step-parents, parents-in-law, grandparents, grandchildren, brothers and sisters, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, or any other person for whose financial or physical care he is principally responsible. The three (3) days above referred to shall end with the day following the funeral, and to be eligible for such pay, the employee must notify the supervisor's as soon as possible of the necessity for such absence and must attend the funeral. Payment hereunder will be made only upon written request by the employee and must be accompanied by proof of death and relationship, if such proof is requested by the Employer.

- (a) In the event of the death of current spouse or child, the above referred to paid funeral leave shall be for not more than five (5) regularly scheduled working days beginning with the death of such spouse or child. However, such payment shall not be made for any of such five (5) days on which the employee, for any other reason, would have been absent from work.

Section 10: Family and Medical Leave Act. All regular full-time employees and regular part-time employees, who meet the qualifications listed below, are eligible for Family and Medical Leave.

- (a) All eligible employees may take up to twelve (12) unpaid work weeks of leave during a twelve (12) month period for any of the following reasons: [The Road Commission will utilize a rolling twelve (12) month period whereby each time an employee takes Family and Medical Leave, the remaining leave entitlement will be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.]
 - (1) Birth, adoption, or placement of a foster care child (within the first year only.)
 - (2) A serious health condition of a spouse, child or parent.
- (b) All employees who have completed twelve (12) months of employment [and who have worked a minimum of one thousand two hundred fifty (1,250) hours during the preceding twelve (12) month period] are eligible for this leave.
- (c) If an employee suffers from a serious health condition that makes the employee unable to perform the functions of his job, the employee may request a Leave of Absence under this provision for up to a maximum of twelve (12) months. If such a Leave is taken subject to certain conditions, the employee or Employer may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA Leave.

The Employer is responsible for designating if an employee's use of paid leave counts as FMLA Leave, based on information from the employee. In no case can use of paid leave be credited as FMLA Leave after the leave is ended.

- (d) If Leave is taken to care for a newborn or newly placed child or to care for a seriously ill family member (spouse, child, parent), the employee or Employer may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA Leave. The Employer is responsible for designating if an employee's use of paid leave counts as FMLA Leave, based on information from the employee.
- (e) The employee must provide the Employer with thirty (30) days written notice if the need for Leave is foreseeable based on an expected birth, adoption, foster care placement of a child, or planned medical treatment for a serious health condition. If the need for Leave is not foreseeable, lesser notice will be accepted.
- (f) The Employer will require an employee who seeks Leave because of his own serious health condition or that of a family member to provide a doctor's

certification concerning the condition. In addition, the Employer may, at no expense to the employee, require that a second or third medical opinion and periodic recertification be provided.

- (g) When leave is required for a serious health condition, employees will normally be given fifteen (15) calendar days to obtain the necessary medical certifications to support the leave. Employees will be required, unless the Road Commission waives the requirements, to recertify the need for the leave at least every thirty (30) days and must report in on a periodic basis no less often than every two (2) weeks with respect to their progress, the progress of their parent, spouse or child, and their anticipated date for return to work.
- (h) During the FMLA Leave, the Employer must maintain the employee's coverage under the Employer's Group Health Plan on the same conditions as coverage would have been provided if the employee had been actively employed during the entire FMLA Leave. The Employer may recover the cost of insurance premiums if the employee fails to return to work under certain circumstances, except when the employee's failure to return is due to the continuation, recurrence or onset of a serious health condition.
- (i) Employees will not accrue additional benefits or seniority during unpaid FMLA Leave. Benefits accrued at the time Leave begins, however, such as paid vacation, sick or personal leave to the extent not substituted for FMLA Leave, must be available to an employee upon return from an FMLA Leave.

All requests for Family and Medical Leave must be in writing and be forwarded to the Employer for final consideration.

In all respects, leaves of absence under this provision shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations.

ARTICLE IX - SICK LEAVE

Section 1: Accumulation of. The purpose and intent of paid sick leave is to provide the employee with continuity of income during an actual illness of the employee or as otherwise provided herein. All regular employees covered by this Agreement, who have completed their probationary period, shall accumulate one-half (1/2) day of paid sick leave for each completed bi-weekly period of active service, not to exceed a total accumulation of ninety (90) days.

Section 2: Qualifying for Payment. In order to qualify for sick leave payments, such employee must report his intended absence to his immediate Superintendent or the Engineer Manager, or someone designated by them, not later than one-half (1/2) hour prior to his normal starting time on the first day of absence unless the circumstances surrounding the absence made such reporting impossible, in which event, such report must be made as soon thereafter as is possible. In addition thereto, employees must notify the Engineer Manager or his designee one (1) hour prior to the close of the Commission's business day the day before their intended date of return.

Section 3: Uses of. Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

- (a) When an employee's necessary absence from work is due to his non-duty incurred illness or injury provided such illness or injury was not attributable to causes occurring while performing work for which he is paid by someone other than the Employer.
- (b) Sick leave may be utilized by an employee in the event of his illness or injury or for illness or injury to his immediate family which necessitates his absence from work. "Immediate family" in such case shall include the employee's spouse, children, foster and stepchildren, parents, foster parents, step-parents, parents-in-law, brothers and sisters or any person for whose financial or physical care he is principally responsible.
- (c) Sick leave, with prior approval of the Engineer Manager, may be used for travel in connection with funeral leave and/or participation in a military funeral and not to exceed three (3) days of sick leave may be utilized by an employee for the attendance at the funeral of a close friend or relative or for his participation in a military funeral.
- (d) Not to exceed two (2) days [sixteen (16) hours] of paid sick leave may be used for personal business during each calendar year. It is understood and agreed that in order to qualify for such two (2) days usage, the personal business must be of a necessary and compelling nature and cannot be taken care of other than during the employee's regularly scheduled working hours. The two (2) days are not cumulative from year to year and cannot be used on the day preceding or following a recognized holiday nor on the day preceding the start or day following the end of an employee's vacation. Such personal time shall be used in either eight (8) hour or four (4) hour increments, unless an exception is approved in writing by the Engineer Manager or his designated representative.

- (e) The Employer may, for good cause, require medical proof of the necessity for paid sick leave, in which event the involved employee shall be required to produce a statement from a medical doctor certifying to the necessity for such absence.
- (f) Upon return from sick leave, an employee shall be required to execute an affidavit on forms provided by the Employer, setting forth the reasons for using the sick leave and indicating the nature of the illness or injury if such was the reason for using sick leave, and, if requested, must furnish a certification of physical condition necessitating such absence, if required by the Employer. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action up to and including dismissal, depending upon the circumstances involved.
- (g) An employee shall be eligible for a maximum of four (4) days paid sick leave from and to the extent of his unused accumulated sick leave credits in the event that the duration of an employee's absence from work, due to a compensable injury, is not less than two (2) nor more than fourteen (14) days.

Section 4: Payments Deducted from Bank. Whenever sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits. Sick leave payments will be taken in increments of not less than one (1) day unless the employee becomes ill on the job, or after having given advance notice to his Superintendent of the necessity therefor, must keep a previously scheduled doctor or dentist appointment, in which event he shall be permitted to use an increment of paid sick leave in units of those hours from his unused accumulated bank thereof for the time necessarily lost from work for that purpose on that day.

Section 5: Payments on Retirement or Death. Upon the retirement or death of an employee, the employee or his estate (as the case may be) shall receive an amount equal to one-half (1/2) of the employee's unused sick leave credits at the hourly rate he was paid on the last day he worked, based on eight (8) hours per day.

Section 6: Medical Certification. The Employer may require, at its expense, that an employee present medical certification as to his physical or mental fitness to continue working.

Section 7: Maximum Pay Benefit. Notwithstanding any other provisions of this Agreement, an employee who is on a leave of absence as a result of an illness, injury or other disability shall not be entitled to receive from the Employer pursuant to any benefit plan a sum greater than the employee's regular straight pay for a forty (40) hour work week. All calculations regarding benefits available for such an employee shall take into consideration the employee's net pay and all tax considerations.

ARTICLE X - HOURS OF WORK

Section 1: Regularly Scheduled Working Days Defined. Wherever used in this Agreement, the words "regularly scheduled working days" shall mean Monday through Friday, excluding any holidays recognized under this Agreement.

Section 2: Normal Hours. The normal work day shall consist of eight (8) hours and the normal work week shall consist of forty (40) hours, Monday through Friday both inclusive. However, nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week.

Section 3: Shift Hours. The normal work day shall be the twenty-four (24) hour period starting at 7:00 a.m. The work week shall be the seven (7) day period beginning and ending at midnight on Saturday. The normal shift hours shall be from 7:00 a.m. until 12:00 noon, and from 12:30 p.m. until 3:30 p.m.

- (a) The Employer shall have the right to establish a special winter operations shift consisting of eight (8) hours of work per day. The employees scheduled to work on the Special Winter Operation Shift shall be paid at the rate of time and one-half for all hours worked prior to the start of their normal shift and at their regular rate of pay for those remaining hours worked during the normal shift hours.
- (b) If, in the opinion of the Employer, it is necessary to reduce normal working hours, the Employer may establish a regular shift of seven (7) hours per day for all employees in lieu of reducing the work force through the layoff procedure as set forth in Article VII, Section 5, of the Agreement, for a maximum of ten (10) working days, which may be extended by mutual agreement between the Employer and the Union. Thereafter the normal workday shall be increased back to eight (8) hours and the layoff procedure shall apply. Any reduction in the normal work hours as herein defined shall require at least two (2) work days advance written notice.

Section 4: Rest and Lunch Periods. Employees will be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at or near 9:00 a.m. each day wherever they may be at the time they desire to take their break. It is understood and agreed that the timing of the break period may vary, depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed. Therefore, an employee's immediate supervisor shall determine when a break period may be taken.

- (a) Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift except as above provided and except for a thirty (30) minute unpaid lunch period between 12:00 noon and 12:30 p.m. or as determined by their Superintendent.

Section 5: Emergency Operations. The unusual nature of the operation of the Employer dictates that all employees, other than those on authorized leave, be available for emergency operations at any time of the day or night. Any employee who, without cause, shall refuse to report for emergency duty shall be subject to such disciplinary action as the Employer may direct.

- (a) As a condition of employment, all employees shall maintain telephones in their homes at their own expense. The telephone numbers of employees shall be given to the employee's immediate Superintendent and any changes therein shall be reported to the Superintendent immediately.

ARTICLE XI - WAGES

Section 1: Job Classifications and Rate Ranges. The job classifications and rate ranges applicable thereto are set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

Section 2: Fair Day's Work. It is understood and agreed that, in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the Employer.

Section 3: Establishing New Jobs. When and if, during the life of this Agreement, the Employer creates a new job classification, it shall set an hourly rate therefor and promptly advise the Union in writing thereof. If the Union disagrees with such hourly rate on the basis that such hourly rate is not consistent with the hourly rates for other job classifications covered by this Agreement, it shall notify the Employer within ten (10) regularly scheduled working days after receipt of such written notice of its desire to negotiate with the Employer regarding such rate. If a mutually satisfactory solution is not reached within thirty (30) calendar days after serving such notice on the Employer, the issue may be referred to the grievance procedure starting at the Second Step thereof. If, in the above procedure, a different hourly rate is arrived at, the different rate shall become effective retroactively to the date the job classification was created. Failure of the Union to notify the Employer in writing of its desire to negotiate within the ten (10) day period or, having served such notice, failure to refer the matter to the grievance procedure within the aforementioned thirty (30) day period, shall constitute acceptance by the Union of the hourly rate assigned to the new classification.

Section 4: Minimum Rate of Pay. Employees shall be hired at not less than the then current hourly rate of pay for the job classification to which they are assigned.

Section 5: Applicable Rates. When an employee bids, bumps or is transferred under the terms of this Agreement, the following provisions shall apply with respect to the applicable rates of pay:

- (a) When, through the bidding procedure, an employee is awarded a job for which the then current hourly rate is higher than that which prevailed for the job from which he bid, such employee shall be paid the then current hourly rate applicable to the job for which he bid.
- (b) When an employee bumps into or through the bidding procedure and is awarded a job for which the then current hourly rate of pay is less than the hourly rate for the job from which he bids or bumps, such employee shall be paid the current hourly rate applicable to the job onto which he so bumps or bids.
- (c) When an employee is temporarily transferred to another job classification in accordance with the provisions of Section 8 of Article VII of this Agreement, while working thereon he shall be paid at the hourly rate he was receiving on the job from which he was transferred. If an employee is so temporarily transferred to a job for which the hourly rate is higher, he shall be paid such higher rate. If an employee is so temporarily transferred in accordance with Section 8(a) of Article VII of this Agreement, he shall be paid at the hourly rate he was receiving for the job from which he was transferred. Upon completion of the temporary assignment, such employee will be returned to his regular job classification and rate of pay.

Section 6: Daily Overtime. Time and one-half shall be paid for all hours worked:

- (a) In excess of eight (8) hours per day;
- (b) For all hours worked on Saturday;
- (c) For all hours worked on Sunday;
- (d) For all hours worked on holidays specified in Article XII, Section 1, in addition to holiday pay.
- (e) Equalization of Overtime. The Employer will endeavor to distribute the opportunity to work overtime as equitably as practical among employees in the

same job classification. When overtime occurs in a particular township, preference will be given to the township driver provided he has the then present ability and classification to perform the needed work. This preference will not apply to emergencies (something that threatens safety of public) or particular projects such as sealcoating or night plowing crews. Employees called in to work overtime may be utilized in other areas without the necessity of calling in other employees.

Section 7: Tree Climber Premium. Any employee who is assigned to perform the operation of "tree climber" shall be paid twenty-five (25¢) cents per hour above his regular hourly rate of pay for the period of time that he is actually assigned as a "tree climber." For the purpose of this Section, "tree climbing" shall be defined as the climbing period the employee is assigned as a member of the tree crew for the purpose of trimming, topping, hooking cables and related activities.

Section 8: Call In Pay. An employee who is called in to perform work at a time other than for which he had previously been scheduled shall be guaranteed a minimum of two (2) hours of overtime.

- (a) This Section shall not apply to those employees scheduled or called in to start work prior to their regular starting time for periods of less than three (3) hours who continue to work their regular shift thereafter.
- (b) This Section shall not apply to those employees who are retained to continue work after their regular quitting time.
- (c) This Section shall not apply to those employees assigned to a special winter operations shift as set forth in Article X, Section 3(a).

Section 9: Pension Plan. All full-time employees, upon completion of three (3) continuous years of employment, shall be eligible on the first day of the next succeeding January to become participants in the Van Buren County Road Commission Pension Plan. The cost of said program is shared by the Employer and the employees. As of the January 1 nearest the employee's 62nd birthday, up to the employee's 65th birthday, the Employer shall pay the total premium for the employee's coverage under such pension plan while he remains employed by the Employer.

Section 10: Group Insurance. The Employer agrees for the duration of this Agreement to continue the present level of group insurance benefits with an insurance carrier authorized to do business in the State of Michigan and to pay 95% of the premium or subscription rate therefor. The group insurance benefits above referred to include \$75.00 weekly sick and accident benefits coverage and Blue Cross/Blue Shield Comprehensive Hospital coverage (semi-private), MVF-1

with ML, FSA, C & SD riders, \$2.00 Prescription drug Co-pay plan and Master Medical (Option #2) or equivalent coverage. The deductible shall be \$50/\$100. In addition, employees will be covered with a \$16,000 term life insurance, term A.D.&D. policy, during the Agreement.

- (a) All premiums for such health/medical insurance shall be shared by the Employer and the employee as follows:
 - (1) Ninety-five (95%) percent of all such premiums shall be paid by the Employer.
 - (2) Five (5%) percent of such premiums shall be paid by the employee. The employee shall execute a payroll deduction authorization form relative to such contribution.
 - (3) Employees who select the Blue Care Plan will not be subject to a payment of a portion of the insurance premium. [NOTE: This provision regarding Blue Care subscribers shall be canceled should the premium (including dental) exceed ninety (90%) percent of the Blue Cross/Blue Shield Insurance Plan.] The parties agree to meet to discuss alternatives should this provision be canceled. (This provision regarding Blue Care subscribers shall automatically sunset on 12-14-99.)
- (b) Employees who do not need medical insurance will be eligible for a subsidy of \$150 per month which will be paid into an annuity or other tax deferred plan of the employee's choice. The employee shall execute the forms supplied by the Employer when applying for this subsidy.
- (c) The parties have agreed that the Employer has a right to add a "second opinion" rider and an "outpatient elective surgery" rider to the hospitalization/medical insurance program upon notice to the Union.
- (d) The Employer agrees for the duration of this Agreement to provide all full-time employees with the Blue Cross/Blue Shield Vision A-80 Plan.
- (e) In the event an employee is unable to work due to a proven disability (non-occupationally incurred), the Employer will continue to pay 95% of the premium or subscription rate for the above referred to coverage for the duration of the period for which his leave of absence continues as specified in Section 2 of Article VIII. In the event an employee is unable to work due to a proven disability (occupationally incurred), the Employer will continue to pay 95% of the premium or subscription rate for the above referred to coverage for the duration

of the period during which he continues to receive weekly Workers' Compensation Benefit payments. In the event an employee is laid off for lack of work or funds or is granted an extended leave of absence, the Employer will continue to pay 95% of the premium or subscription rate for the above referred to coverage through the month following the month in which the layoff or leave started. Thereafter, to the extent permitted by the carriers, the employee may continue coverage if he deposits the entire monthly premium therefor with the Employer prior to the premium due date each month.

- (f) Upon the effective date of this Agreement, for employees who retire under the provisions of the Van Buren County Road Commission Pension Plan or completing twelve (12) years of service, after having attained age 62 or more, the Employer will pay 95% of the premium or subscription rate for the continuance of the hospital and, surgical coverage for the employee and his then eligible spouse. The Commission will also continue to pay 95% of the premium or subscription rate for the health insurance for widows of employees who have had fifteen (15) or more years of service with the Road Commission or widows of employees who are killed on the job.
- (g) The Employer will pay 95% of the premium for a Blue Cross/Blue Shield dental insurance plan, or a comparable plan, providing 50-50-50-50 coverage with \$800. yearly maximum benefit limits.

Section 11: Tool Allowance. The Employer shall provide mechanics with an annual tool allowance of \$100.00 per year.

ARTICLE XII - HOLIDAYS

Section 1: Paid Holidays. New Year's Day, Martin Luther King Day*, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Day, the Friday immediately following Thanksgiving Day, the day before Christmas, Christmas Day, and the day before New Year's Day shall be recognized as holidays for which the Employer will schedule work only in case of emergency. Eligible employees will receive eight (8) hours of pay at their then prevailing hourly rate for each of said holidays or days celebrated as such. If any of the above-named holidays occur on a Saturday, the preceding Friday shall be recognized as the holiday. If any of the above-named holidays occur on a Sunday, the following Monday shall be recognized as the holiday.

- (a) When the day before Christmas and the day before New Year's fall on Friday, the preceding Thursday shall be recognized as the holiday. When the day before Christmas and the day before New Year's fall on Sunday, the following Tuesday shall be recognized as the holiday.

*The Union has agreed to celebrate this holiday in conjunction with the July 4th holiday. (The day before or the day after the July 4th holiday will be determined by mutual consent of the Union President and the Engineer Manager or their designated representatives.)

Section 2: Eligibility Requirements. To be eligible for pay for any of the above-designated holidays, the employee must be a regular employee, must have completed thirty (30) regularly scheduled working days of employment prior to such holiday and must have worked all of the scheduled work hours on the last scheduled work day preceding the holiday and the first scheduled work day following the holiday unless such day or days occur during his regularly scheduled vacation period or unless such employee was absent from work on such day or days because he was disabled due to an accident or illness, the start of which absence occurred within three (3) regularly scheduled working days prior to such holiday or on the first regularly scheduled working day after such holiday, provided such employee presents to the Employer a written statement from a doctor certifying to the necessity for such absence.

Section 3: Holidays During Vacation Period. When a holiday occurs during an employee's regularly scheduled vacation period, such employee shall receive his choice of his holiday pay in addition to his vacation pay [two (2) days pay] or just the holiday pay (saving a vacation day to be used later.)

Section 4: Pay When Holiday is Worked. If an employee is required to work on any of the above-named holidays, he shall be paid time and one-half for the hours so worked in addition to his holiday pay if he qualifies for the latter.

ARTICLE XIII - VACATIONS

Section 1: Qualifying for Vacations. All regular employees having completed one (1) or more years of continuous employment with the Employer since their last hiring date shall receive vacation with pay in accordance with the following schedule:

- (a) Employees who, as of the anniversary date of their employment, have completed one (1) year of continuous employment since their last hiring date shall be entitled to five (5) days of paid vacation.
- (b) Employees who, as of the anniversary date of their employment, have completed two (2) full years of continuous employment since their last hiring date shall be entitled to seven (7) days of paid vacation. Such employees thereafter, as of each succeeding anniversary date of employment, shall be entitled to one (1) additional day of paid vacation for each additional full year of their continuous employment to an accumulation of not to exceed a total of twenty (20) days of paid vacation in any one (1) year.

- (c) Effective December 14, 1998, employees with twenty-five (25) or more years of continuous service shall receive two (2) additional days of vacation.

Section 2: Computation of Vacation Pay. For employees who work 1,600 or more hours during the fifty-two (52) week period ending immediately prior to the anniversary date of their employment, one (1) day of vacation pay shall equal eight (8) hours of pay at their regular straight time hourly rate prevailing as of such anniversary date of their employment. For employees who work less than 1,600 hours during the fifty-two (52) week period ending immediately prior to the anniversary date of their employment, one (1) day of vacation pay shall equal four tenths of one percent (.4%) of their regular straight time hourly earnings during such fifty-two (52) week period.

- (a) Alternate method of computing length of vacation and rate of pay. Employees who work less than 1,600 hours during the fifty-two (52) week period ending immediately prior to the anniversary date of their employment may elect to have the number of vacation days as set forth in Section 1 of this Article reduced and paid at their regular rate of pay in lieu of the reduced payment schedule set forth as follows:

The formula for computing the reduction in vacation days shall be as follows:

$$\frac{\text{Hours Worked} \times \text{Eligible Days}}{2080} = \text{Revised Vacation Days}$$

Revised vacation days will be computed to "whole" days.

Employees wishing to exercise this option shall indicate their desire in writing prior to the taking of any vacation subject to reduced rates.

Section 3: Requirements for Taking Vacations. Vacation time off must be taken within the twelve (12) months following the anniversary date upon which it is earned, or be forfeited, except that an employee who is eligible for ten (10) or more days of paid vacation may defer no more than five (5) days or an employee who is eligible for fifteen (15) or more days of paid vacation may defer no more than ten (10) days which must be taken within the next succeeding twelve (12) months.

- (a) Vacation leave requests shall be made at least thirty (30) calendar days prior to the time of the anticipated start of the vacation. The Employer may, at his discretion, approve requests for vacation filed less than thirty (30) calendar days prior to the time of the anticipated start of the vacation.

- (b) Vacation leave shall be in writing and approved by the employee's immediate supervisor or superintendent.

Section 4: Time Vacation can be Taken. The Employer will determine the number of employees who can be spared for vacation purpose for the same time. An eligible employee may take his vacation at any time after the anniversary date for which he qualified for a vacation, except as limited above.

Section 5: Preference Between Employees. If two (2) or more employees request permission to take their vacation at the same time and both cannot be spared from work at the same time, as among those who made their requests for vacation time off prior to May 1 of the year, preference shall be given to the employee with the greater amount of seniority. As among those who do not make their wishes known prior to May 1 of any year, preference shall be given in order of receipt by the Employer of the written requests for vacation time off, provided they can be spared from work.

Section 6: Vacation Versus Sick Leave. An employee will not be paid for vacation time while he is drawing sick leave benefits.

Section 7: Upon Separation from Employment. If an employee who is otherwise eligible for vacation with pay, retires, dies, quits or is discharged on or after the anniversary date upon which he qualifies for such vacation with pay without having received the same, such employee or his estate will receive, along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee quits or is discharged prior to the anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date.

ARTICLE XIV - SAFETY AND HEALTH

Section 1: Maintenance of Safety and Health. The Employer and the Union desire to maintain a high standard of safety and health for employees. The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and shall continue to furnish such protective devices and equipment as are reasonably necessary to properly safeguard the health of the employees and protect them from injury. The Union will cooperate with the Employer in carrying out any reasonable accident prevention program.

Section 2: Observing Safety Rules. Employees shall faithfully observe the Employer's safety rules and wear or use all safety devices or equipment.

- (a) The Road Commission agrees to furnish work uniforms for the Mechanics II and V at no cost to the employee. (Rental uniform changes will be provided on a weekly basis.)
- (b) The Road Commission agrees to once a year provide RME IV Operators with coveralls.

Section 3: Injury Incurred on the Job. An employee, who is injured due to an accident arising out of and in the course of his employment and who by virtue thereof is sent or taken by the Employer to some location away from the Employer's premises for medical attention, shall be paid his regular straight time rate of pay for the time necessarily lost from regular straight time work that day while receiving such medical care but not to exceed a total of eight (8) straight time hours of pay for that day. If because of such injury the doctor instructs such employee not to return to work on the day the accident incurred, the employee shall be paid for the remainder of the straight time day at his regular rate of pay but shall not be paid in excess of his total of eight (8) straight time hours in the aggregate for such day. If in this case the Employer's doctor instructs the employee not to return to work, such doctor must certify to the Employer that he so instructed the employee in order for this pay provision to apply.

- (a) In the event such employee is required on days subsequent to the initial injury to report at the doctor's office during regularly scheduled working hours for dressing or treatment of the injury sustained, he shall be paid his regular straight time hourly rate for such time as was necessarily lost for this purpose from his regular eight (8) hour shift reporting to the Employer's doctor.

Section 4: Physical Examination. Any employee who has been absent from work for a period of ninety (90) or more consecutive calendar days, irrespective of the reason, will be required to satisfactorily pass a physical examination given by this doctor before being permitted to return to work. The Employer may require that employees who have been absent from work for less than ninety (90) consecutive calendar days submit satisfactory medical evidence that they are physically able to return to work before being permitted to return to work.

- (a) If the Employer has reason to doubt that an employee who has presented such medical evidence is physically able to return to work, the Employer, at its own expense, may send such employee to a doctor selected by the Employer.

Section 5: Safety Committee. The Employer and the Union agree to establish a joint Safety Committee consisting of the three (3) Union representatives. It shall be the duty of the committee representatives (1) to report to and discuss with the Engineer Manager or his designee, unsafe conditions they may observe or which may be called to their attention; (2) to assist in the development and dissemination of safety information to employees; (3) to review reports of accidents occurring since the preceding meeting; and (4) to advise the Engineer

Manager with respect to the adequacy of the safety devices, safety equipment and safety practices within the Employer's operations, and make recommendations regarding the same.

- (a) The Safety Committee shall have a regular monthly meeting starting one (1) hour prior to the end of the regularly scheduled day shift and the representatives shall be paid at their regular straight time hourly rate of pay for time lost from their regularly scheduled work hours while participating in such meeting.

ARTICLE XV - GENERAL

Section 1: Rules and Regulations. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint relative to the reasonableness of any rules established or the discriminatory application thereof may be considered as a grievance and be subject to the grievance procedure contained in this Agreement.

Section 2: Subcontracting. The Employer shall have the right to subcontract that work which, in its judgment, it does not have the manpower, proper equipment, capacity or ability to satisfactorily perform.

Section 3: Ability to Operate Vehicles. It is understood and agreed that employees who are required by federal or state law or by regulations issued pursuant to such law to be certified by a physician that they are physically and mentally capable of operating vehicles must satisfactorily meet such requirement and continue to meet the same as a condition of continued employment.

All unit members in the classifications of RME-II, RME-III, RME-IV, RME-V, Mechanic II, Mechanic/Technician-V and Mechanic/Welder-V will be required to have a valid commercial driver's license with proper endorsements for the employee's particular job classification. If such an employee loses his license, he will be eligible for an unpaid leave of absence of up to one (1) year in duration. If an employee is unable to successfully pass the CDL test, he shall be transferred to a Class I position if he has not successfully passed the required tests within thirty (30) days of the initial exam. If during the next thirty (30) days he successfully passes the test, he will be reinstated to his former position. If at the end of such second thirty (30) day period the employee has not successfully passed the required tests, his employment shall be terminated. When the Commission determines and requires that a particular endorsement is needed by an employee or a group of employees, the Commission will reimburse the employee or employees for the licensing costs necessary to attain such endorsement.

Section 4: Bulletin Boards. The Employer will provide a bulletin board in each District garage upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 5: Zipper Clause. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters 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.

Section 6: Totality of Agreement. No agreement or understanding contrary to this Collective Bargaining Agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein made by an employee or group of employees with the Employer shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties and ratified by the Union. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings and arrangements heretofore existing.

Section 7: Savings Provisions. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 8: Work Performed by Supervisors. Except in cases of emergency, supervisors shall not perform bargaining unit work when regular bargaining unit employees are laid off because of lack of work or funds.

Section 9: Americans with Disabilities Act Language (ADA). The Employer and Union agree to cooperate in an attempt to make a reasonable accommodation to allow a disabled employee to perform the essential functions of his position.

ARTICLE XVI - DURATION

THIS AGREEMENT shall become effective as of the 14th day of December, 1996, and the terms and provisions thereof shall remain in full force and effect until the 14th day of December, 1999, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

LOCAL NO. 2901, MICHIGAN
COUNCIL 25, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO

BOARD OF COUNTY ROAD
COMMISSIONERS FOR THE
COUNTY OF VAN BUREN

Gaylen C McDonald

Charles G. Steen

Dave Titman Pres.

John T. Roosevelt

Prof. M. Mackey

William D. Rhodes

Gregory A. Miller

EXHIBIT A

JOB CLASSIFICATIONS AND RATES OF PAY

Section 1: The hourly rates of pay applicable to the respective job classifications shall be as follows:

<u>Employee Classification</u>	<u>Effec. 12-14-96</u>	<u>Effec. 12-14-97</u>	<u>Effec. 12-14-98</u>
I*	\$ 5.45	\$ 5.45	\$ 5.45
II	\$12.44	\$12.82	\$13.20
III	\$12.59	\$12.96	\$13.35
IV	\$12.90	\$13.28	\$13.68
V	\$13.06	\$13.45	\$13.86

*The Employer has reserved the right to raise the Class I rate of pay upon notice to the Union.

Section 2: Longevity. The Employer will make a longevity payment prior to Christmas in each year of the contract pursuant to the following schedule:

Employees with the following consecutive years of employment shall be paid the following lump sum amount if during the year employees worked 1600 hours during the year. For employees who work less than 1600 hours for the Employer during the fifty-two (52) week period ending December 1 of that year, longevity will be prorated for that year.

	<u>Effective 12-14-96</u>	<u>Effective 1-1-98</u>
10 years	\$ 50.00	\$ 75.00
15 years	\$100.00	\$125.00
20 years	\$150.00	\$175.00
25 years		\$225.00

Section 3: Effective 12-14-96, new employees hired into the RME-II and the Mechanic II classifications shall be paid seventy (70%) percent of the then-existing rate of pay. The employee shall progress to the full rate of pay as follows:

Starting Rate	70%
6 months	75%
12 months	80%
18 months	85%
24 months	90%
30 months	95%
36 months	100%

Any employee hired into either of the above two (2) stated classifications who pursuant to the Contract bids to another classification shall be paid one hundred (100%) percent of the rate of the new classification once the employee has completed one (1) full year of continuous employment.

Section 4: Job Descriptions.

Road Maintenance Employee I (RME-I)

An employee engaged by the Board whose principal duties shall consist of the operation and utilization of hand tools and/or minor items of equipment such as unassigned rotary mowing machines and pickup trucks. However, Employer will agree that RME-I employees will be assigned work such as clearing, etc., with interest to allow regular employees more preferable work.

Road Maintenance Employee II (RME-II)

An employee engaged by the Board whose principal duties, in addition to those duties prescribed under RME-I, shall consist of semiskilled labor, truck driving or light equipment operations (light equipment shall include, but not be limited to, power brooms, rotary mowers, hydro mulchers, chain saws and other mechanized tools commonly used in the maintenance and repair of roads), and front end loaders (provided such work is done in what is commonly referred to as the yard or is done at a location where the employees use the loader themselves.)

Road Maintenance Employee III (RME-III)

An employee engaged by the Board who, in addition to those duties prescribed under RME-II, is regularly assigned to operate boom mowers, a truck equipped with an underbody scraper in a specific township (as opposed to those who may be so assigned from time to time) and traffic control device technician.

Road Maintenance Employee IV (RME-IV)

An employee engaged by the Board whose principal duties, in addition to those duties prescribed under RME-III, shall consist of the operation of light construction equipment and heavy maintenance equipment such as but not limited to graders, self propelled chippers, bulldozers, loaders, track type loaders, gradalls, hauling scrapers, self propelled rollers, semi tankers, semi flatbeds, and bituminous distributors.

Road Maintenance Employee V (RME-V)

An employee engaged by the Board whose principal duties, in addition to those duties prescribed under RME-IV, shall consist of the operation of heavy construction equipment and that of labor foreman or signing foreman.

Mechanic II (Mech-II)

An employee engaged by the Board whose principal duties shall consist of the normal shop operations relative to lubrication and preventative maintenance operations performed on the various units of equipment comprising the Road Commission's fleet.

Mechanic/Technician V (Mech/Tech V)

An employee engaged by the Board whose principal duties, in addition to those duties prescribed under Mechanic II, shall consist of the mechanical repair of the various units of equipment comprising the Road Commission's fleet. In addition, an employee in this classification may perform the duties of truck driving when moving equipment, but only if another driver is not available.

Mechanic Welder (Mech/Weld-V)

An employee engaged by the Board whose principal duties, in addition to those duties prescribed under Mechanic/Technician V, shall consist of the fabrication, layout and welding of various steel assemblies and the welding repair of the various units of equipment comprising the Road Commission's fleet. In addition, an employee in this classification may perform the duties of truck driving when moving equipment, but only if another driver is not available. The parties have agreed that the current incumbent in such position will not be negatively impacted by this change. When an opening occurs in such classification or a new position is created, it will be necessary for a successful applicant to show that he possesses the qualifications as a welder in the IIG Horizontal Plan position as set forth in the American Welding Society Standard Qualifications Procedure.

