

12/31/99

4167

CONTRACT

between

WEXFORD COUNTY ROAD COMMISSION

-and-

UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC

on behalf of

LOCAL UNION #14449

Wexford County Road Commission

Terminates: 12/31/99

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AGREEMENT

This Agreement, entered into this 21st day of JANUARY, 1997, by and between the Wexford County Road Commission (hereinafter referred to as the "Road Commission") and the United Steelworkers of America, AFL-CIO-CLC (hereinafter referred to as the "Union").

WITNESSETH:

That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

ARTICLE I. Recognition

The Employer does hereby recognize the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for all employees listed in Appendix "A" of this Agreement; Excluding all office clerical and all supervisory personnel.

ARTICLE II. No Discrimination

It is the policy of the Commission and the Union that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, color, creed, sex or national origin.

ARTICLE III. Union Security

a. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit.

b. In accord with the foregoing, all hourly rated employees who are not members of the Union and who work and are paid for forty (40) hours per month shall, as a condition of continued employment, pay to the Union an amount equal to the Union's regular and usual dues. It is expressly understood that this shall not include any assessment for non-union members. For each new employee such payment shall commence with the first check-off date following the end of his probationary period.

ARTICLE IV. Check-Off

a. The check-off for periodic dues and assessments for the Union shall be effective for those employees who execute individual authorizations to such effect on forms to be provided by the Union. Dues and assessments as designated to the Commission by the international treasurer of the Union, shall be deducted by the Commission and remitted promptly (within ten (10) days) to the international treasurer of the United Steelworkers of America, AFL-CIO-CLC, 5 Gateway Center, Pittsburgh, Pennsylvania 14222.

b. The Commission further agrees to forward a list of all bargaining-unit employees (see form attached) showing new hires and terminations simultaneously with the transmittal of the aforementioned deductions. The Commission agrees to turn over to the financial Secretary of the Local Union a copy of the forms sent to the international treasurer each month.

c. The Commission will continue to deduct dues at the rate in effect on July 1, 1974 until officially notified of a change as provided below.

d. The sole authorized representative of the Union for the purpose of certifying the amount of any change in monthly dues or initiation fees to be deducted by the Commission shall be the international treasurer of the Union.

e. The Union shall indemnify and save the Commission harmless against any and all claims, demands or other forms of liability that may arise out of or by reason of action taken or not taken by the Commission for the purpose of complying with any of the provisions of this section.

ARTICLE V. Management Rights

The Employer retains exclusively all the customary and normal functions of management, including, but not limited to, the direction of the staff, the full and exclusive right to hire, transfer, promote, demote, discharge, discipline employees; to promulgate rules and regulations upon proper notification to the

Union governing the conduct of the employees and to require their observance; to make temporary job assignments in accordance with the contract; to change jobs or establish new jobs as required by the installation of new machinery or equipment or a change in operating procedure; to establish and direct the location and methods and means of work, job assignments and work schedules; to maintain order and efficiency; and to accomplish the reduction of the work force for lack of work or other legitimate purposes; to supervise the proper use of equipment, to subcontract subject only to the restriction set forth below in the Article on subcontracting and introduce new and improved methods and facilities, subject to the seniority and other terms of this Agreement.

ARTICLE VI. Sub-Contracting

The Commission has the right, in good faith, to place work with outside contractors, both construction and maintenance. In exercising this right the Road Commission does not intend to displace employees within the bargaining unit from their customary work.

ARTICLE VII. Discharge and Suspension

Section 1. The right to discharge, suspend or discipline employees for just cause shall remain at the sole discretion of the Employer. Discharge, suspension or discipline will be by written notice to the employee and the Union.

Section 2. The discharged, suspended, or disciplined employee will be allowed to discuss his discharge, suspension, or discipline with his Steward; and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or its designated representative, will discuss the discharge, suspension, or discipline with the employee and the Steward.

Section 3. Should the discharged, suspended, or disciplined employee and the Union consider the discharge, suspension, or discipline to be improper, a grievance may be presented in writing through the bargaining unit to the Employer.

Section 4. Warning notices shall remain in effect for a period of not more than nine (9) months from the date of said warning notice.

ARTICLE VIII. Job Visitation and Union Meetings

Authorized representatives of the International Union shall be permitted to visit jobs or operations of the Road Commission during working hours, provided the representative gets prior permission from the Employer to visit the job or operation site. There shall be no formal Union meetings during working hours.

ARTICLE IX. Bulletin Boards

The Road Commission will provide bulletin boards for each division for the use of the Union.

ARTICLE X. Wages

Section 1. Rates of Pay: A Wage Schedule setting forth the rates of pay of the various job classifications shall be attached hereto and made a part of the Agreement. The Wage Schedule shall be known as "Appendix A".

Section 2. New Classifications: In the event the Road Commission installs machinery or equipment or creates jobs different from those set forth in the Appendix "A" attached hereto, the Road Commission agrees to meet through its supervisory personnel with the Union in order to classify and set rates to be paid in connection with said new machinery and equipment or new jobs.

Section 3. Call-In Pay: When an employee is called to work at any time other than his regularly designated or scheduled shift, he shall be given not less than three (3) hours work, but if such work does not extend for three (3) hours, he nevertheless shall be paid for three (3) hours, unless work continues through the regular working day.

ARTICLE XI. Hours of Work and Overtime

Section 1. Work Day: The regular workday shall consist of eight (8) consecutive hours beginning at 7:00 a.m. to 3:30 p.m., excluding a one-half (1/2) hour lunch period, except for night patrol and night maintenance. During the months of October and November, the Engineer/Manager may modify the starting and quitting time.

Section 2. Workweek: The regular workweek shall consist of five (5) consecutive days, forty (40) hours, Monday through Friday.

This section shall not be construed as and is not a guarantee of any number of hours of work per day or per week, or pay per day or per week.

In the event the Employer and the Union agree to institute a four-ten (4/10) work schedule for bargaining unit employees, the following conditions will apply:

- a. The workday will be ten (10) hours.
- b. The workweek will be Monday through Thursday.
- c. No overtime will be paid for the first ten (10) hours per day.
- d. Overtime will be paid at the contract rate after ten (10) hours a day and forty (40) hours per week.
- e. Vacation and sick leave will be accumulated as per the contract. When a vacation day or sick day is used when working a ten (10) hour day, ten (10) hours will be deducted from the employee's accumulated vacation or sick time.
- f. Employees will be credited with ten (10) work hours for holidays which occur during any four-ten (4/10) hour day workweek.

g. During the four-ten (4/10) work schedule there will be a morning and afternoon rest period.

Section 3. Overtime: Time and one-half (1 1/2) shall be paid for time worked in excess of forty (40) hours in a workweek, and in excess of eight (8) hours in one day, except as otherwise provided for in Section 2 of this Article. Holidays, sick leave days and vacation days shall be considered as time worked for the purpose of computing overtime under this Section.

It is understood and agreed that when it is necessary to have work performed on an overtime basis and an insufficient number of employees are willing to accept the work, then the qualified employee or employees of the classification who are needed to perform the work, with the least seniority, shall be required to accept the assignment.

Section 4. Sunday Work: All Sunday work shall be paid at double the regular rate.

Section 5. Lunch and Rest Periods. A lunch period will be scheduled during each shift for not less than one-half (1/2) hour. A rest period of fifteen (15) minutes will be allowed approximately in the middle of the first half of the shift. Employees will be paid for time spent during rest period but not for lunch time unless requested to work by Supervision. During lunch period and rest period, the equipment shall not leave the general area or route.

No employee, except during hours of overtime, shall be permitted to leave the general job or route. Lunch shall be taken at approximately 11:30 a.m. Rest periods shall be taken at approximately 9:00 a.m., when possible. In the event that there is either a pause in the normal work routine or work being performed such that delaying or advancing the lunch or rest period will tend to even out and/or increase production, it shall be supervision's right to advance or move back the aforementioned times fifteen (15) minutes. It shall also be supervision's right to stagger the rest period, if, in its determination, it will utilize the work force to its best advantage.

The Road Commission has the right to control use of its equipment including the right to prohibit use of Road Commission vehicles to travel to restaurants or eating establishments during the lunch or rest period. Employees shall have the privilege of using Road Commission vehicles to drive to restaurants or eating establishments in the general job area or route during lunch or rest periods. Any abuse of this privilege shall result in immediate revocation of the same. The following guidelines shall be followed: (a) time spent traveling to and from such eating establishments shall be part of, not in addition to, the break or lunch period; (b) employee shall work diligently at the job he is performing up to the commencement of the break or lunch period; (c) employees shall be back to work at the expiration of the break or lunch period; (d) the general job area or route shall be defined as being not more than one-half (1/2) mile from the place the employee was working at the time of commencing the break or lunch period.

Section 6. Overtime: In overtime situations, employees will be assigned according to the classification(s) needed with the Employer giving due regard to the employee's regular job assignment or route.

In overtime situations, overtime will be equalized among truck drivers and heavy equipment operators subject to call. The Road Commission will maintain a roster setting forth the overtime worked by employees. The rotation roster will be arranged so that the most senior truck driver heads the roster. Once all truck drivers have been listed by seniority, the roster will then include the heavy equipment operators by seniority starting with the most senior heavy equipment operator. The Road Commission will rotate through the roster and overtime will be equalized to the extent reasonably possible from the period of October 15 through April 15. An employee who refuses call-in overtime will be charged, for equalization purposes, as follows:

1. Time and one-half overtime 4 1/2 hours
2. Double time overtime 6 hours

Twice monthly, upon request, the Road Commission will provide the Union with a copy of the overtime roster.

ARTICLE XII. Grievance Procedure

Section 1. A grievance, under this Agreement, is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of or an employee in the bargaining unit.

Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

The grievance procedure shall not apply to the retirement plan or any of the insurance plans or the payment of insurance unless the grievance is against the Employer. All grievances must be signed and dated by the aggrieved employee and his representative and name the Article(s) that are being violated. All grievances must be filed within five (5) working days after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

STEP 1: Any employee having a complaint shall first take up the matter with his foreman. The employee shall have the right to be represented by a steward in Step 1 if the employee wishes to have the steward present.

If no satisfactory answer is received within five (5) calendar days after the occurrence of the circumstances giving rise to the grievance, the steward shall reduce the matter to written form stating all facts in detail and submit same to the foreman. The foreman shall, within three (3) working days following receipt of the written grievance, record his disposition on the grievance form, indicate the date he received the form and deliver the Union's copies to the appropriate committee person and mail a copy to the International Union.

STEP 2: If the decision of the foreman is unsatisfactory to the aggrieved employee or employees, the International Union Representative shall then request, in writing, within eight (8) working days after receipt of the written decision of the foreman, a meeting between the aggrieved employee or employees, the Grievance Chairman, the International Union Representative, and the Engineer/Manager. Said meeting shall be held at the earliest agreed upon date to discuss the grievance(s) and attempt to arrive at a satisfactory settlement. The Engineer/Manager shall, within eight (8) working days after said meeting, give his written answer, on the grievance form, to the Grievance Chairman and the International Union Representative.

STEP 3: In the event the grievance is not satisfactorily settled at Step 2, the Union or the Employer may request arbitration as hereinafter provided for in this Agreement.

Section 2. Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding upon the Union, the bargaining unit, as well as each unit employee involved in any particular grievance and the Employer.

Section 3. Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limits to run from the date when time for disposition expired.

Section 4. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he may have received.

Section 5. The parties may, by mutual agreement, request the assistance of a mediator as assigned from the Michigan Employment Relations Commission to attempt to resolve any dispute. If the parties mutually agree, the mediator may hold a hearing with both parties presenting evidence in support of their respective positions. The mediator will then issue a recommendation as to an appropriate disposition of the dispute. Such recommendation will be advisory only and non-binding on the parties. Both parties agree to assume their respective costs and expenses pursuant to any such mediation process.

ARBITRATION

Section 6. Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within five (5) calendar days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

After receipt of a desire to arbitrate the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) calendar days or within a longer period if mutually agreed upon, either party may submit the matter to the Federal Mediation and Conciliation Service requesting that an arbitrator be selected with assistance and under the rules of the Federal Mediation and Conciliation Service.

The arbitrator shall be selected from a list of seven (7) names of Michigan Arbitrators supplied by the Federal Mediation and Conciliation Service. The Arbitrator will be selected by the alternate striking method with the moving party making the first strike. The party requesting arbitration will notify the Federal Mediation and Conciliation Service of the selection.

Section 7. The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitral forum herein established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Section 8. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage scales or rates, or to change any rate unless it is provided for in this Agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that future negotiations should occur to cover the matters in dispute.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Section 9. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award, under no circumstances, shall be based on other extra contract matters not specifically incorporated in this Agreement.

Section 10. The expenses of the arbitration shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Section 11. Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted in writing.

Section 12. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, the Employer and on all employees.

ARTICLE XIII. Bargaining Unit Representation

Section 1. There may be three (3) bargaining unit representatives, and one (1) alternate chosen from among employees in a manner determined by the bargaining unit.

Section 2. The bargaining unit representatives shall represent the employees and shall be authorized to resolve grievances on behalf of such employees at any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the employees in the bargaining unit.

Section 3. The bargaining unit shall designate to the Employer, in writing, the bargaining unit representative(s), and the Employer shall not be required to recognize or deal with any employee(s) other than the one(s) so designated.

Section 4. The bargaining unit, in contract negotiations, may be represented by not more than three (3) employees in the bargaining unit. The employee representatives taking part in negotiations or grievance hearings shall be paid for the time so spent only to the extent that they would have been paid had they worked their normal hours, and only if they were scheduled to work.

Section 5. A representative or steward shall first receive permission from his immediate supervisor to leave his work station and shall report back promptly when his part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustment may have the right revoked.

ARTICLE XIV. No Strike and No Lockouts

The Union agrees that there shall be no strikes, slowdown, or other interruption of work by any of its members during the term of this Agreement, but that any disputes or differences shall be taken up under the Grievance Procedure of this Agreement.

The Road Commission agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XV. Hospitalization and Life Insurance

Section 1. Health Insurance: The Wexford County Road Commission provides the employee and his dependents with a Master Medical Hospitalization and Health Insurance Plan. This comes into effect after three (3) months of employment. In addition to such Master Medical Plan, a prescription drug rider is effective.

The Employer agrees to provide the Master Medical Plan to a retired employee only for those employees who select to retire between the ages of sixty-two (62) and sixty-five (65).

Effective as soon as possible after the effective date of this Agreement, the parties agree that all active employees' and retirees' health insurance will be modified to include a five dollar (\$5.00) co-pay on drugs and a \$275/550 DRI deductible. If legally permissible, payment shall be made by the Road Commission to the provider or insurance carrier to reduce the employees' or retirees' deductible costs to a maximum of \$100/300. If payment cannot be made directly to the provider or insurance carrier, the employee will be reimbursed such payments, less required withholdings, if any. Effective April 1, 1995, employees and retirees will share equally with the Employer all increases in health care premium costs over the rates as in effect on April 1, 1994. The employees' or retirees' obligation to share in these health care premium increases will be limited to a maximum of ten dollars (\$10.00) per month.

When an employee reaches the age of sixty five (65) and is eligible for the available supplemental medical insurance, the Employer shall pay the cost of such supplemental insurance for the employee only.

Employees who are unable to work due to an off-the-job injury or illness shall have their insurance premium paid by the Employer while they are on a paid sick leave, to a maximum of four (4) months. Employees on an unpaid leave of any kind shall have their insurance premium paid for one month or until the next premium is due, whichever is later.

Section 2. Group Life Insurance: A group life insurance policy in the amount of five thousand dollars (\$5,000.00) for natural death is provided for each employee after three (3) months of employment with the Road Commission. The Commission shall pay all of the premiums on term insurance only. Conversion to ordinary life, or endowment forms may be made by an employee on application, but the employee shall pay the excess cost above the term insurance cost. Said group life insurance policy shall contain a double indemnity clause.

Employees who are unable to work due to an off-the-job injury or illness shall have their insurance premium paid by the Employer while they are on a paid sick leave, to a maximum of four (4) months. Employees on an unpaid leave of any kind shall have their insurance premium paid for one month or until the next premium is due, whichever is later.

It is expressly understood that the Road Commission shall not be obligated to pay directly to the employee or Union any benefits under this paragraph, it being the sole intent and purpose of this provision to obligate the Road Commission not to exceed the amount above specified for premiums and to assure that the aforementioned sums are paid only for the purpose of providing insurance coverage.

ARTICLE XVI. Holidays

Section 1. Upon completion of the probationary period all full-time employees shall be eligible for the following paid holidays.

- | | |
|-------------------|------------------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Good Friday | 7. Friday After Thanksgiving |

- | | |
|-------------------|------------------|
| 3. Memorial Day | 8. December 24 |
| 4. Fourth of July | 9. Christmas Day |
| 5. Labor Day | |

Section 2. Holidays Falling During Vacation: If a holiday falls within an employee's vacation period, the employee shall receive his full vacation in addition to holiday pay. (It being understood that no vacation claim shall be filed on a paid holiday).

Section 3. Saturday and Sunday Holidays: Any holiday which falls on a Sunday shall be celebrated on the following Monday. If any holiday falls on Saturday, it shall be celebrated on the previous Friday.

Section 4. Premium Pay for Time Worked: Any full-time employee who is called out to work on a designated holiday shall receive his regular holiday pay plus time and one-half (1 1/2) for all hours actually worked.

Section 5. The employee must work the preceding workday before a holiday and the succeeding workday after the holiday or be on approved leave, otherwise no holiday pay will be granted. An employee absent because of illness shall be considered to be on approved leave. An employee on an unpaid leave of absence of any kind shall not receive holiday pay.

ARTICLE XVII. Vacations

Section 1. Schedule: Employees shall be eligible to a vacation as provided for in the following table:

<u>Years of Service</u>	<u>Vacation Allowance</u>	<u>Hours Per Year</u>
0-2 Years	3 1/2 Hours per Month	40
2-5 Years	6 2/3 Hours per Month	80
5-10 Years	9 2/3 Hours per Month	116
10-15 Years	10 2/3 Hours per Month	128
After 15 Years	13 1/3 Hours per Month	160

Employees may accumulate only up to twice their annual vacation allowance.

Section 2. Scheduling Vacations: Vacations will, so far as possible, be granted at the time most desired by the employee, but the final right to allotment of vacation periods is reserved to the Road Commission in order to ensure normal operations.

Requests for vacation leave involving a week or more must be submitted to the Employer at least ten (10) working days prior to the start of the requested vacation.

Section 3. Upon Termination: An employee terminating employment for any reason shall be paid vacation pay on a pro-rata basis. (Example: should an employee work five (5) months of the vacation year, he would be paid five-twelfths [5/12] of the vacation pay he would normally be entitled to for that year).

Section 4: No vacation shall be earned while an employee is on an unpaid leave of absence or when an employee is laid off from work.

ARTICLE XVIII. Seniority

Section 1. Seniority: The Road Commission recognizes the principal of seniority, namely, employees having the greatest time of service in the employment of the Road Commission shall have preference for advancement, retaining and regaining employment in case of any curtailment or expansion of operations subject to the individual qualifications of the employee.

Section 2. Probationary Period: Employees hereafter employed by the Road Commission shall not be considered regular employees of the Road Commission until after a probationary period of one hundred eighty (180) days. Employees retained after the probationary period acquire seniority status dating from the first day of employment.

Section 3. Loss of Seniority: An employee shall lose his seniority and will be taken off the seniority list if:

- (a) He quits.
- (b) He is discharged for cause.

- (c) He fails to report for work when called in within ten (10) days after registered mail has been sent to the last known address and Union has been notified.
- (d) He fails to return to work upon the agreed date following leave of absence.
- (e) If an employee has not worked for the Road Commission due to layoff for a period of twenty four (24) months, unless mutually agreed to by the Union and the Commission.
- (f) If he fails to report for work, three (3) of his consecutive workdays, without good cause.

(In paragraphs c, d, and f, illness or other good cause substantiated to the satisfaction of the Commission, shall serve as a legitimate excuse. Action under this Section is subject to the Grievance Procedure.)

Section 4. Layoff and Recall: In the selection of employees for layoff the Road Commission shall maintain those employees with the greatest seniority, provided such employees have the ability and are physically able to perform the duties of the job which is open.

Laid-off employees shall be recalled in accordance with Road Commission seniority; that is, the employee with the greatest seniority shall be recalled first, etc., provided that the employee recalled has the ability, qualifications and has the physical ability to perform the duties of the job that is open.

When recalling laid-off employees, the Commission will notify them by registered mail at their last known address.

Section 5. Re-Employment After Layoff: Any employee who is laid off and not recalled to active employment for a period of twenty four (24) months shall be considered terminated. Each employee on layoff for less than twenty four (24) months shall be notified by the Road Commission of the first opportunity for re-employment, such notice of recall to be given in writing, by certified mail, return receipt requested, to such employee's last known address filed with the Road Commission. Any employee who

fails to accept an offer for re-employment within ten (10) days after the sending of said notice by certified mail shall there upon forfeit his seniority rights with respect to employment.

The right of an employee to recall shall lapse after twenty four (24) months from the date of layoff.

Section 6. Job Posting: When a job vacancy occurs in a classification that the Road Commission desires to fill, the Commission will post a notice on the bulletin board of the garage giving all employees an opportunity to make application for the job by signing the job posting notice. Said notice shall be posted for a period of seven (7) days, exclusive of Saturdays, Sundays, or holidays.

The job posting notice will contain any special conditions or qualifications and will indicate the number of openings in the category posted and include the classification and rate of the job vacancy.

During the bidding period the Road Commission may make a temporary assignment to fill the posted vacancy.

In the event no employee submits a written application within the prescribed posting time, the Employer may assign the employee lowest on the seniority list capable of performing the work to fill the vacancy or fill the position from outside the bargaining unit.

In filling a job vacancy from within, the most senior qualified bidder will be given the position within three (3) days of the close of the job posting period.

An employee, from within the bargaining unit, who has successfully bid on the position shall be given a probationary period of ninety (90) working days (excluding Saturdays, Sundays, and holidays) while the employee proves his ability to adequately perform in the position. If such employee fails to satisfactorily perform the job within said period, he shall be returned to his former position without loss of seniority. During said period, the employee shall be compensated as follows:

- (1) The rate of pay for his former position during the first thirty (30) days;
- (2) The rate of pay equal to one-half (1/2) the difference between the rate of pay for his former position and the rate of pay for the new position during the second thirty (30) days;
- (3) The rate of pay for the new position during the last thirty (30) days.

The Commission reserves the right to fill the following types of jobs without regard to the bid procedure:

- (a) Assignments of a seasonal nature;
- (b) Assignments for casual, temporary, or part-time employees for a period not to exceed three (3) calendar months.
- (c) Temporary vacancies before the job is bid.

Temporary Worker:

A temporary worker shall be defined as one who is hired for a specific project for a predetermined time period without intent on the part of the Employer to re-employ him after the temporary work is completed. A temporary worker will accrue no seniority while so employed.

In the event such a temporary employee should later be hired permanently, he shall be given a retroactive seniority date computed by counting back from his permanent hiring date the actual number of days worked as a temporary employee. Provided, however, no credit for past time will be allowed if the time lapse between the last day worked as a temporary employee and the permanent hiring date is over one (1) year.

Section 7. Seniority Lists: The Road Commission shall post on the bulletin board an up-to-date seniority list once in January and once in July of each year. A copy of the seniority list shall be given to the Local Union.

Section 8. Training: The Road Commission shall retain senior employees to do other work whose present jobs may be eliminated or temporarily abolished due to curtailment of operations, automation or technological changes.

Section 9. Physical Ability: If an employee is physically unable to perform his regular job assignment due to health or other physical reasons, and at the same time, is physically able to satisfactorily perform other job assignments within the bargaining unit, the Road Commission will endeavor to assign the employee to another job assignment in line with his seniority and ability, with corresponding wage adjustment. If the employee is injured on the job while working for this Commission, but is still able to do other Road Commission work, he shall be assigned to work he can do and hold the pay scale he was earning at the time of the injury, notwithstanding the fact that the work to which he may be assigned because of his injury may by itself rate a lower scale.

ARTICLE XIX. General

Section 1. Funeral Leave: An employee having a death in his immediate family shall be given a maximum of three (3) scheduled workdays off with pay at his regular straight-time hourly rate. The "Immediate family" as used herein shall mean and include spouse, children, parents, brother, sister, parents-in-law, brother-in-law, sister-in-law, grandparents and grandchildren of the employees. Pallbearer to be given one-half (1/2) day off with pay.

Section 2. Sick Leave: Sick leave is earned at the rate of eight (8) hours per month after twelve (12) months of service. Employees shall be entitled to accumulate up to 1,000 hours of sick leave. In the event an employee is sick, the employee shall notify the manager or foreman before the regular starting time of 7:00 a.m. It shall be the duty of any employee who is sick on Friday to inform the management prior to 9:00 p.m. Friday night that he is able to work the next day in order to be considered for Saturday work. Employees shall be allowed to utilize accumulated sick leave in the event of injury or illness or emergency circumstances which prevents them from performing their job responsibilities. Employees shall also be allowed to utilize accumulated sick leave for the purpose of taking personal time off work, for up to twelve

(12) days annually, provided such is approved in advance by management. The Employer has the right to place an employee on written notice requiring that future requests for sick leave use will not be authorized unless the employee presents a doctor's certificate indicating that in such medical professional's opinion, the employee was ill or injured to the extent of being unable to perform their job responsibilities. Retiring employees shall receive 100% of all unused sick leave upon retirement, (payable in lump sum or weekly), at the employee's discretion, provided that no sick leave, vacation, or other fringe benefits, etc. accrue past the retirement date. The pay off of accumulated sick leave shall be at the rate at which it was earned. In the case of death, this will be paid to the estate of the deceased employee. An employee who voluntarily quits, shall be paid 50% of all unused sick leave. This shall also be calculated at the rate at which it was earned. No sick leave credits will be earned while an employee is on an unpaid leave of absence or when an employee is laid off from work. All employees who, as of the effective date of this Collective Bargaining Agreement, have accumulated sick leave in excess of 1,000 hours shall have their maximum accumulated sick leave be determined at the level in existence as of the effective date of this Collective Bargaining Agreement. The maximum accumulation of sick leave for such employees thereafter shall be "capped" as of the level it was upon the effective date of this Collective Bargaining Agreement. As previously stated, all other employees shall have a maximum accumulation of 1,000 hours.

Section 3. Leave of Absence: Nothing has been defined as to eligibility for leave of absence and this matter would be brought to the Board by the Engineer/Manager for their consideration. This would be acted upon according to how it affects the continuous routine of the maintenance and construction of county, primary and local roads, and maintenance of state trunkline, but could not be granted for other employment on a trial basis.

Employees designated by the Local Union to attend conferences and meetings conducted by the International Union may attend such

meetings and be granted a leave of absence up to five (5) working days without pay with proper notification to the Commission.

Section 4. Social Security and Retirement Insurance: Social Security has been adopted by the County Road Commission, effective as of January 1, 1955. The employee paying one-half (1/2) of the cost and the Commission assuming their half of the cost plus the administration costs of the State of Michigan.

Employees are covered by the Municipal Employees' Retirement System, Benefit Plan "B-3" with F55/25 rider which permits an employee to retire with twenty five (25) years of service after age of 55 with no reduction in pension benefits. The Employer will pay the full cost of this retirement benefit.

Section 5. Saving Clause: In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 6. Mutual Protection: In further consideration of the mutual promises contained herein the parties hereto expressly agree that neither party shall bring or cause to be brought to any court, or other legal or administrative tribunal, any action against the other until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made and the said party after actual notice of same shall, within a reasonable time, fail to take corrective steps or eliminate the cause or circumstance giving rise to such dispute, claim, grievance or complaint.

Section 7. Jury Duty: In the event any employee is called for jury duty, he shall receive his regular pay for the time lost from work by reason of such public service obligation; but he shall

turn in to the Road Commission, the court allowance for same in excess of his necessary travel expense, beyond his normal travel to work.

Section 8. Temporary Assignment: Employees temporarily assigned to job classifications paying a lower rate than their regular rate, shall retain their regular rate of pay. Employees temporarily assigned to job classifications paying a higher rate than their regular rate, shall receive the rate of the higher classification while so assigned.

Section 9. Work Performed by Supervisor: No supervisory or other employees of this Road Commission excluded from the terms of this Agreement (i.e., anyone who has authority to hire, fire, promote, or demote) shall perform the work of any employee or employees covered by this Agreement, except for the incidental occurrences of minimal time and except for the purpose of instruction, or training of employees, or in the case of true emergencies. (Emergencies shall be defined as instances which call for immediate action to prevent or remedy driving conditions on the roads. For example, but not limited to: cutting and removing small trees blown down across the road during a storm; sanding slippery bridge decks and intersections and helping with highway accidents).

Management has the right to establish the position of working shop foreman. The individual hired to fill such position will be a management, non-union employee and will be free to do any and all work as management assigns within the scope of the maintenance department. The Employer further agrees that such working shop foreman will not work overtime alone unless all mechanics in the bargaining unit refuse such overtime work.

Section 10. Injured Employees: An employee suffering an injury arising out of and in the course of his employment, who is required to leave the job, will be paid from the time of his injury to the end of the shift on the day of such injury. It shall be the duty of any employee hurt on the job to inform his immediate supervisor at once, if possible, or within twenty four (24) hours

thereafter. It will be the employee's duty to see that the required injury form is presented to his doctor for processing. If the aforementioned provisions are not complied with, the Road Commission shall have the authority to refuse to pay the employee for the time elapsing from the time of injury to the end of the shift on the date of such injury.

Section 11. Infrequently Used Equipment: Employees bidding on the dragline or backhoe after the effective date of this Agreement shall receive operator's wages for those pieces of equipment only for the period during which they operate the same.

Section 12. Longevity: On attainment of five (5) years service as an employee for this Road Commission, employees shall receive an additional payment of ninety dollars (\$90.00) over and above their regular pay, to be paid December 15th of each year. For each successive year of service this payment shall increase by twenty dollars (\$20.00) per year. Maximum annual payment of three hundred dollars (\$300.00) shall be reached after attaining fifteen (15) years of service which the employee shall continue to receive each December 15th until he retires. The complete schedule of longevity pay is stated in Appendix "B".

Section 13. Night Maintenance: The night maintenance and patrol employees shall, in case of emergency, put up signs where needed. Emergencies shall be defined as instances which call for immediate action to prevent or remedy driving conditions on the roads. For example fallen trees, wash-outs which are reported after hours and/or any other potential road hazards that might occur after hours, for which the night maintenance employee is qualified to do.

Section 14. Use of Equipment: Irrespective of general job postings, the Employer has the right to decide where and when a piece of equipment shall be utilized. Employees will be assigned to work and will use the equipment that is needed for the job.

Section 15. The parties agree that employees who are directed by Management to work a complete eight (8) hour shift in the mechanics shop, will be paid for such work at mechanic's wage levels.

Section 16. The parties agree that every employee covered by this Collective Bargaining Agreement, with the exception of those employees in the Laborer classification, must, as a condition of continued employment, obtain and maintain a commercial driver's license with a minimum of class A endorsement and medical certification card at all times. Any employee who does not possess or who loses his commercial drivers license may be immediately suspended without pay and benefits for a period of up to ninety (90) days. If the employee is able to have the CDL reinstated during said 90 day period, he shall be returned to his former position. If, after the ninety (90) day period has expired, the employee still has not obtained a valid commercial drivers license and medical certification card, his seniority and employment with the Road Commission may be terminated. All employees classified as Laborers must, as a condition of continued employment, obtain and maintain a valid Michigan Driver's License. Any Laborer who does not possess or loses his Michigan Driver's License may be immediately suspended without pay and benefits for a period of up to ninety (90) days. If, after the ninety (90) day period has expired, the employee still has not obtained a valid Michigan Driver's License, his seniority and employment with the Road Commission may be terminated.

ARTICLE XX. Effect of Agreement

Excepting as provided in the duration of Agreement paragraph, it is agreed that neither party shall demand any modification to this Agreement; nor shall either party be obligated to bargain collectively with the other with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered herein, even though the same may not have been within the knowledge or

contemplation of either party at the time of negotiation of this Agreement.

This contract supersedes any rules, regulations or practices of the Road Commission which would be contrary to or inconsistent with the terms of this contract.

ARTICLE XXI. Duration

This Agreement shall become effective on the 21st day of JANUARY, 1997, and shall remain in full force and effect to and including December 31, 1999, and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modification must notify the other party to this Agreement in writing not less than sixty (60) days prior to the expiration date of this Agreement, or not less than sixty (60) days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Road Commission and the Union shall commence not later than thirty (30) days prior to the expiration date and year in which the notice is given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the 21st day of JANUARY, 1997.

WEXFORD COUNTY ROAD COMMISSION

Mike Walker
Chairman

Roy Zaitz
Vice-Chairman

Member

UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC

George Becker
International President

Geo W. Reed
International Secretary/
Treasurer

Richard H. [Signature]
International Vice-President
(Administration)

Leon Lush

International Vice-President
(Human Affairs)

Harry C. Gester

District 2 Director

UNITED STEELWORKERS OF AMERICA
for LOCAL #14449

James V. Hughes

James V. Hughes
Staff Representative

Ronald J. ...

...

...

APPENDIX "A"

Hourly rates effective the first full payroll period after January 1, 1997:

Exhibit A - Job Classifications and Wage Rates.

<u>Classification</u>	<u>Start</u>	<u>6 Mos</u>	<u>1 Year</u>	<u>2 Years</u>
Fabricator/Mechanic	\$11.33	\$11.66	\$11.99	\$12.42
Mechanic	\$11.33	\$11.66	\$11.99	\$12.42
Parts Man	\$11.33	\$11.66	\$11.99	\$12.42
Heavy Equipment	\$11.10	\$11.42	\$11.75	\$12.16
Truck Driver	\$11.00	\$11.31	\$11.64	\$12.05
Sign Man	\$11.00	\$11.31	\$11.64	\$12.05
Laborer	\$9.00	\$9.30	\$9.60	\$10.00
Night Patrol	\$11.14	\$11.45	\$11.78	\$12.21
Night Maintenance	\$11.14	\$11.45	\$11.78	\$12.21
Crew Leader	\$.20 per hour over the employee's normal rate of pay while so assigned.			

The Employer, in its sole discretion, may elect to start a new employee at the "6 months", "1 year", or "2 years" pay step if it deems so appropriate.

All employees working in the mechanic classification who obtain certification as a master mechanic will receive \$1.00 per hour over the above-stated wage rates.

All janitorial responsibilities will be paid for at the laborer wage levels.

The Road Commission will not employ more than two (2) individuals in the laborer classification.

Effective as soon as possible following ratification of the Collective Bargaining Agreement, all employees who are members of the bargaining unit as of that date will receive a one-time \$1,000 cash payment.

Hourly rates effective the first full payroll period after January 1, 1998:

Exhibit A - Job Classifications and Wage Rates.

<u>Classification</u>	<u>Start</u>	<u>6 Mos</u>	<u>1 Year</u>	<u>2 Years</u>
Fabricator/Mechanic	\$11.67	\$12.01	\$12.35	\$12.79
Mechanic	\$11.67	\$12.01	\$12.35	\$12.79
Parts Man	\$11.67	\$12.01	\$12.35	\$12.79
Heavy Equipment	\$11.43	\$11.76	\$12.10	\$12.52
Truck Driver	\$11.33	\$11.65	\$11.99	\$12.41
Sign Man	\$11.33	\$11.65	\$11.99	\$12.41
Laborer	\$ 9.27	\$ 9.58	\$ 9.89	\$10.30
Night Patrol	\$11.47	\$11.79	\$12.13	\$12.58
Night Maintenance	\$11.47	\$11.79	\$12.13	\$12.58
Crew Leader	\$.20 per hour over the employee's normal rate of pay while so assigned.			

The Employer, in its sole discretion, may elect to start a new employee at the "6 months", "1 year", or "2 years" pay step if it deems so appropriate.

All employees working in the mechanic classification who obtain certification as a master mechanic will receive \$1.00 per hour over the above-stated wage rates.

All janitorial responsibilities will be paid for at the laborer wage levels.

The Road Commission will not employ more than two (2) individuals in the laborer classification.

Hourly rates effective the first full payroll period after January 1, 1999:

Exhibit A - Job Classifications and Wage Rates.

<u>Classification</u>	<u>Start</u>	<u>6 Mos</u>	<u>1 Year</u>	<u>2 Years</u>
Fabricator/Mechanic	\$12.02	\$12.37	\$12.72	\$13.17
Mechanic	\$12.02	\$12.37	\$12.72	\$13.17
Parts Man	\$12.02	\$12.37	\$12.72	\$13.17
Heavy Equipment	\$11.77	\$12.11	\$12.46	\$12.90
Truck Driver	\$11.67	\$12.00	\$12.35	\$12.78
Sign Man	\$11.67	\$12.00	\$12.35	\$12.78
Laborer	\$ 9.55	\$ 9.87	\$10.19	\$10.61
Night Patrol	\$11.81	\$12.14	\$12.49	\$12.96
Night Maintenance	\$11.81	\$12.14	\$12.49	\$12.96
Crew Leader	\$.20 per hour over the employee's normal rate of pay while so assigned.			

The Employer, in its sole discretion, may elect to start a new employee at the "6 months", "1 year", or "2 years" pay step if it deems so appropriate.

All employees working in the mechanic classification who obtain certification as a master mechanic will receive \$1.00 per hour over the above-stated wage rates.

All janitorial responsibilities will be paid for at the laborer wage levels.

The Road Commission will not employ more than two (2) individuals in the laborer classification.

APPENDIX "B"
LONGEVITY PAY

<u>Years of Service</u>	<u>Annual Payment</u>
5	\$ 90.00
6	\$110.00
7	\$130.00
8	\$150.00
9	\$170.00
10	\$190.00
11	\$210.00
12	\$230.00
13	\$250.00
14	\$270.00
15	\$300.00
over 15	\$300.00

APPENDIX "C"

COST OF LIVING ADJUSTMENT

Hourly wage rates shall be increased or decreased as nearly as practicable in accordance with increases or decreases in the cost-of-living as measured by the Federal Bureau of Labor Statistics and Price Index, using as a base point the B.L.S. price index nearest to January 1, 1967 and adjusting wage rates according to increases or decreases in quarterly indexes issued thereafter. Wage rates shall be increased or decreased one (1) cent per hour for each half-point increase or decrease in the cost-of-living, each three (3) months after January 1, 1977; but in no case shall base wage rates be reduced below the level in effect on January 1, 1977. Furthermore, no fractional cent changes in hourly rates will be used; the nearest full cent will be used in making adjustments. The maximum increase in the cost-of-living allowance shall be twenty five (25) cents for any twelve (12) month period running from January to January.

The cost-of-living adjustment as it appears in this labor contract as Appendix "C" shall be completely and totally inoperative for the life of this Agreement.

UNIFORM RULES AND REGULATIONS

Because of the many different circumstances and attitudes which might prevail, the Foreman may use his own best judgment, based on facts and records, and he may practice leniency with regard to some rules to the extent that he may not be required to issue any warning in certain circumstances or may issue warnings before it becomes necessary for him to impose disciplinary layoff of an employee.

However, in serious or aggravated cases including dishonesty, drunkenness on the job, recklessness resulting in serious accident while on duty, or moral misconduct, immediate discharge may be expected.

The following Rules are examples of conduct subject to written disciplinary reprimands, layoff or discharge:

1. Compiling of poor record of reporting late for work.
2. Leaving the job or the garage during working hours without permission or without notifying his Foreman.
3. Disregard of safety rules or common safety practices.
4. Deliberate falsification of personnel or other records.
5. Intermittent absence without reasonable cause.
6. Absence of three (3) working days without properly notifying management.
7. Refusal to obey proper orders of Foreman or other supervision (or failure to do proper job assignment), (unless it would risk health or injury).
8. Horseplay, scuffling, or throwing things.

9. Threatening, intimidating, coercing or interfering with supervision at any time.

10. Abuse, misuse or deliberate destruction of Commission property, tools, equipment or the property of employees in any manner.

11. Making or publishing of false, vicious or malicious statements concerning a supervisor or the Road Commission.

12. Abusive language to any supervisor.

13. Fighting on the premises at any time.

14. Repeated violations of rules or safety practices.

GENERAL DUTIES OF ALL EMPLOYEES

1. REMOVAL OF OBJECTS FROM ROADS: It shall be the responsibility of all employees within the bargaining unit to remove hazardous objects from road surfaces which may be encountered during the working day. In the event a dead animal is so removed from the roadway, the employee shall notify his foreman.

2. Any equipment returned to the garage before 3:15 p.m. shall be serviced by the employee at that time.

LETTER OF UNDERSTANDING

The parties to this Letter of Understanding, the Wexford County Road Commission and the United Steelworkers of America, AFL-CIO-CLC, Local Union 14449, hereby agree to the following.

Management has the right to, in its sole discretion, create a winter patrol position. If Management creates such position, and determines that such position should properly be included within the bargaining unit as represented by United Steelworkers of America, Local Union 14449, Management will have the right to choose the person to fill such position in its sole discretion. If Management creates such position and it is within the bargaining unit, Management agrees to meet with the Union and bargain the wage level for such position with the Union prior to the position's implementation.

WEXFORD COUNTY ROAD COMMISSION

Mike Miller

Chairman

Roy Zach

Vice-Chairman

Member

UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC

International President

International Secretary/
Treasurer

International Vice-President
(Administration)

International Vice-President
(Human Affairs)

District 2 Director

UNITED STEELWORKERS OF AMERICA
for LOCAL #14449

James V. Hughes
James V. Hughes
Staff Representative

Ronald J. Keen
Paul Wallace
Off. Miller

