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12/31/99

BOARD OF COUNTY ROAD COMMISSIONERS
OF ALLEGAN COUNTY

and

ALLEGAN COUNTY ROAD COMMISSION OFFICE BARGAINING UNIT

COLLECTIVE BARGAINING AGREEMENT

Effective: January 1, 1997

Ending: December 31, 1999

Allegan County Road Commission

INDEX

	<u>PAGE</u>
Agreement	1
Article 1 Recognition	1
Article 2 Management Rights	1
Article 3 Savings Clause.	3
Article 4 Conditions of Employment.	3
Article 5 Job Classifications and Rates of Pay.	4
Article 6 Leave Pay	6
Article 7 Probationary Period	11
Article 8 Vacancies, Promotions, and Transfers.	11
Article 9 Retirement.	12
Article 10 Hospitalization and Life Insurance.	13
Article 11 Longevity Pay	14
Article 12 Medical Examinations.	15
Article 13 Road Commission and Personal Vehicles	15
Article 14 Rules of Conduct and Penalties for Violation.	16
Article 15 Grievance Procedure	18
Article 16 Employees Negotiating Committee	20
Article 17 Termination of Agreement.	20
Schedule "A" Job Classifications and Annual Salaries	21
Schedule "B" Health Care and Life Insurance Program.	22

APPROVED BY BOARD OF DIRECTORS
UNIVERSITY OF CALIFORNIA
MAY 15 1984

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 1997, by and between the Board of County Road Commissioners of Allegan County, Allegan, Michigan, hereinafter referred to as the "Board" and the Allegan County Road Commission Office Bargaining Unit, hereinafter referred to as the "Bargaining Unit".

WITNESSETH:

WHEREAS, the Board has heretofore recognized certain employees as a separate group for the purpose of collective bargaining, and:

WHEREAS, it is the desire of the parties hereto to reduce their respective rights and responsibilities to writing.

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1 - RECOGNITION

The Board hereby recognizes the representatives of the bargaining unit as the exclusive bargaining agency for all employees of the bargaining unit as designated in the job classifications shown in Schedule "A" of this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. The Board and the Bargaining Unit recognize and agree that the Board is charged with certain powers, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated. Nothing contained herein, either expressed or implied, shall abridge, abrogate, or usurp such rights or duties of the Employer.

Section 2. Except as specifically stated and expressly provided in this Agreement, the Board retains the sole and exclusive right to manage and operate the Allegan County Road Commission in all its operations and activities. Among the rights of management, included by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required

to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations as in the past; to establish work rules; to study and use improved methods and equipment; to manage its affairs efficiently and economically; to determine the quantity and quality of service to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any service, materials, or methods of operation, to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes, supplies to be used, land purchased, to subcontract or purchase any or all work for the construction of any new facilities or the improvement of existing facilities, to determine the size of the work force and increase or decrease its size, to determine the lunch, rest period, clean up time, the starting and quitting time and the number of hours to be worked, to establish work schedules, and in all respects to carry out the ordinary and customary function of management. The Allegan County Road Commission agrees to provide a two (2) week written notice to the Bargaining Unit of any changes as implemented in the employee's starting and quitting time.

Section 3. The Board shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish work rules and penalties for violations of such work rules; to make judgments as to ability and skill; to determine reasonable work loads; to provide and assign relief personnel; when not in conflict with specific provisions of this Agreement.

Section 4. The Bargaining Unit hereby agrees that the Board retains the sole and exclusive right to establish and administer all matters not specifically and expressly limited by this Agreement.

Section 5. The parties to this Agreement mutually recognize and agree that services performed by the employees covered by this Agreement are services essential to the public health, safety and welfare. The Bargaining Unit therefore agrees until the termination of this Agreement that there shall be no interruption of these services, for any cause whatsoever, by the employees it

represents, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Bargaining Unit further agrees that there shall be no strikes, sit downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Allegan County Road Commission, as long as this contract is in force and effect.

ARTICLE 3 - SAVINGS CLAUSE

If any Article or Section of this Agreement or any riders or Letters of Understanding as attached hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section or part of this Agreement should be restrained pending a final determination as to its validity, the remainder of this Agreement and any riders or attachments thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section or rider to this Agreement or attachment thereto is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 4 - CONDITIONS OF EMPLOYMENT

Section 1. Gratuities. Employees shall not be permitted to accept loans, gifts, money or goods, services or other benefits which may influence, or appear to influence, the proper discharge of their County responsibilities. Any employee who receives any loan, gift, money or good or service or other benefit which has a fair market value in excess of twenty five dollars (\$25.00) shall immediately refuse and return such loan, gift, money, good, service or other benefit.

Section 2. Confidential Information. Information processed by employees which is indicated to be confidential shall not be released except by official authorization of the Department Head. Unauthorized disclosure of confidential information by a Bargaining Unit member shall constitute sufficient grounds for disciplinary action up to and including discharge.

Section 3. Accidents. Any and all accidents involving Allegan County Road Commission employees, buildings, vehicles and/or equipment shall be reported to the Employer immediately.

Section 4. Outside Employment. While employees of the Bargaining Unit may maintain outside employment, their primary responsibilities are to fulfill their duties to the Allegan County Road Commission. Permission to work supplemental employment may be revoked at any time if it is found that such supplemental employment is:

1. inconsistent with the interests of the Allegan County Road Commission;
2. could by reason of association have a derogatory affect on the Allegan County Road Commission; and/or
3. requires the employees to devote so much of his/her time and effort to the secondary employment that the employee's work efficiency at the Allegan County Road Commission is adversely affected.

ARTICLE 5 - JOB CLASSIFICATIONS AND RATES OF PAY

Section 1. The salaries for the various job classifications of the Bargaining Unit as listed in Schedule "A" which are made a part hereof, shall remain in effect during the term of this Agreement.

Section 2. Overtime Compensation. All Category I employees as listed on Schedule "A" are classified as "exempt employees" and do not receive any overtime pay or other compensation for hours worked in excess of forty (40) in any one work week.

All employees classified as Category II employees in Schedule "A" are expected to work, but not guaranteed, a regular forty (40) hour week. No such Category II employee will work overtime unless they have been authorized by the Engineer-Manager. A Category II employee may not refuse a reasonable directive

to work overtime. If Category II employees are required to work overtime, they shall be paid at the rate of one and one-half (1 1/2) times their computed hourly rate for all hours worked in excess of forty (40) in a given work week or eight (8) hours in a day. If Category II employees are required to work overtime on a Sunday, they shall be paid at the rate of twice their computed hourly rate for all hours worked on Sunday. The computed hourly rate shall be the employees basic annual salary divided by 2,080 hours. (If the employee is on a four-day ten-hour work schedule, he/she will receive overtime compensation after forty (40) hours in a given work week and/or after ten (10) hours in a given work day.) It shall be the employee's responsibility to notify the Payroll Clerk of all overtime hours so worked.

Section 3. Reimbursement for Attendance at Meetings. A Bargaining Unit employee that is requested to attend and attends a meeting relating to Allegan County Road Commission concerns will be reimbursed for all reasonable expenses, including transportation costs, if transportation is not furnished. All such reimbursement requests in excess of one hundred dollars (\$100.00) should be directed in writing to the Business Manager within ten (10) days of the date of attendance at such meeting. The Road Commission will not be obligated to make any reimbursement payments not timely submitted in accordance with this Section.

Any employee that is requested to, and attends, any conference or seminar relating to Allegan County Road Commission business will not suffer any loss in pay or attending benefits as a result of such attendance. In addition, such employees will be reimbursed for all reasonable expenses, including transportation costs, if transportation is not furnished. In order to be eligible for such reimbursement payments, such employees must request such reimbursement consistent with the provisions as outlined in this Section.

Section 4. Paid Holidays. The following holidays shall be considered paid holidays:

New Year's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
The Friday After Thanksgiving	Christmas Day
Employee's Birthday	

All employees of the Bargaining unit, if they meet the eligibility requirements as defined herein, shall receive holiday pay equivalent to their

regular hourly daily rate for the above listed holidays. In order to be eligible to receive holiday pay, an employee must work the scheduled work day before and the scheduled work day after the paid holiday; the only exception is for those employees absent on leave. If the above paid holidays (except the employee's birthday) fall on a Sunday, the following Monday will be considered the paid holiday. If the above paid holidays (except the employee's birthday) falls on a Saturday, the immediate preceding Friday will be considered as the paid holiday.

The employee's birthday shall be considered a "floating" holiday and may be taken at any time during the year provided the employee gives advance notification to, and receives permission from, the employee's department head in the scheduling of taking such "floating" holiday. The employee shall only receive eight (8) hours of pay for this birthday holiday benefit regardless of the length of time of the employee's regular scheduled work shift on the day such holiday benefit is taken.

Section 5. Special Provision for the Christmas Holiday.

- a. The Employer shall provide a thirty dollar (\$30.00) cash payment Christmas bonus to all members of the bargaining unit. Such cash Christmas bonus shall be made by the Employer on the normal payroll closest to the Christmas holiday.
- b. On the last work day before Christmas, if at the sole discretion of the Board, weather conditions permit, regular work shall terminate at 12:00 noon. Beginning December 1998, if an employee is approved a leave day for the last work day before Christmas, he/she will be required to turn in only four (4) hour of leave time for (8) eight hours of pay.

ARTICLE 6 - LEAVE PAY

Section 1. Effective January 1st of each year, all members of the bargaining unit with six (6) months of seniority or more shall be credited with sixteen (16) hours of leave pay. In addition, all members of the bargaining unit with six (6) months of seniority or more shall earn sixteen (16) hours of leave pay for each month of service completed. Leave pay may be used by employees to cover time off because of illness or time off for vacation purposes. A month of service shall consist of at least eleven (11) days [eighty eight (88) hours] of time on the job or leave days or a combination of both.

One (1) day of leave pay shall be considered as eight (8) hours at the employee's computed hourly rate at the time the leave is taken.

On the first regular pay day after his/her last day on the job because of retirement, resignation or termination, an employee shall be paid for the entire amount of his/her accrued paid leave days. This amount to be computed on the basis of eight (8) hours per day at the employee's regular hourly rate at the time of his/her termination of employment. In the event of an employee's death while still a regular employee, said payment as described shall be made to his/her surviving spouse or designated beneficiary.

On the first pay day in June of each year, an employee shall be paid an amount equal to all leave pay days accrued in excess of seventy two (72) days [five hundred seventy six (576) hours] as shown in the records on December 31 of the preceding year. This amount to be computed on the basis of eight (8) hours per day at the employee's computed hourly rate as of December 31.

After eighteen (18) months of employment, all employees shall be required to use a minimum of five (5) leave days [forty (40) hours] per year. These required five (5) leave days [forty (40) hours] may be taken at a minimum of one (1) hour at a time if the employee so chooses. If an employee fails to use the required five (5) paid leave days [forty (40) hours] per year, they shall be deducted from his total accumulation without payment therefor.

Requests for up to five (5) paid leave days shall be made to the employee's immediate supervisor. Request for more than five (5) paid leave days shall be made to the Managing Director. A minimum of one (1) day's advance notice for each leave day requested shall be given by an employee. This requirement may be waived in actual cases of illness or emergency.

Section 2. In cases of illness or emergency, an employee must notify, or have someone notify on his/her behalf, his supervisor on or before 8:00 a.m. at the latest of the day he/she will be off. Any employee who is off on illness may be required by the Employer to present a certificate from his/her physician certifying that the employee is fully capable of returning to work and resuming his/her job responsibilities.

Section 3. In the event that an employee is off work as a result of an injury covered under worker's compensation insurance, he/she shall continue to earn paid leave days and be paid for paid holidays during a period not to exceed one hundred eighty (180) calendar days, beginning with the day of injury. In the event that an employee is off work for any reason, other than the above stated, he/she shall continue to earn paid leave days during a period not to exceed thirty (30) calendar days, beginning with his/her first day off.

Employees whose illness or injury is being covered by worker's compensation insurance may apply for leave pay only to the extent that the leave pay added to the compensation benefits will provide the employee with his/her regular weekly wage.

Section 4. Leave Without Pay. Leave without pay for a period of up to five (5) days [forty (40) hours] may be granted by the Managing Director.

Section 5. Leave of Absence. Upon written application to the Board setting forth the reasons for the request, an employee may be granted a leave of absence from his/her employment for a period of up to sixty (60) calendar days, such application must be forwarded to the Board at least ten (10) calendar days in advance of the time of the employee's departure from his/her job for the Board's consideration. The Board will evaluate such leave of absences and grant them in their sole discretion. The employee shall be notified in writing of the Board's decision. Assuming a position with another employer on a probationary or other basis shall not be considered a valid basis for such request for leave of absence. Any employee who obtains a leave of absence by misrepresenting the purpose of the leave request, shall be discharged. An employee on such leave of absence will not accumulate any seniority or resultant employment benefits during such period of the leave.

Section 6. Military Leave. Any regular employee who is required to serve on active duty with the Armed Forces of the United States as a result of the draft or mobilization of his/her Reserve or National Guard unit will not lose his/her job classification as set forth in Schedule "A" of this Agreement.

It is further provided that such employee will retain his/her seniority and will continue to earn seniority just as though said employee were still an active employee of the Board.

It is also further provided that such employee will be entitled to the hourly wage rate then in effect for his/her job classification upon his/her resumption of employment with the Board.

Any leave pay accrued to an employee at the time of his/her induction into the military service may be used at the time of induction, or at the time he/she returns to employment with the Board. Such payment requested at the time of induction will be paid in a lump sum at the next payday following the request.

Section 7. Jury Duty. An employee who is required to report for possible selection as a juror, or for actual jury duty after being selected, shall be paid for the time lost from his/her work while performing this service, provided that the following conditions are met:

- a. All payments received by the employee from the court (except mileage payments) shall be turned over to the Board.
- b. The employee shall return to work if he/she is dismissed by the court before 2:00 p.m. This requirement does not apply in the case of a federal court jury.
- c. Court appearance as a witness (except on behalf of the Board) or as a defendant, are not covered by this Section.

Section 8. Since leave pay days may be used interchangeably by employees for either time off due to illness/injury or for vacation purposes, the first sixty (60) calendar days of paid time off requested by an employee for illness or injury not covered by worker's compensation insurance shall be deducted from the employee's accumulated leave pay.

Beginning with the sixty first (61st) calendar day of paid time off requested by an employee, for illness or injury not covered by worker's compensation insurance, the employee shall have the option of continuing to draw from his accumulated leave pay or receive fifty percent (50%) of his regular bi-weekly salary for those employees with less than five (5) years of seniority, and seventy-five percent (75%) of the employee's regular bi-weekly salary for those employees with more than five (5) years of seniority.

Further, an employee beginning the sixty first (61st) calendar day of paid time off requested for illness or injury not covered by worker's compensation insurance shall have the option of drawing the above referenced percentage of his regular bi-weekly salary and supplementing such payment by utilizing any remaining leave time as may be available to the employee, so long as such combined payments do not exceed the employee's normal pay calculated at his/her normal hourly rate.

The maximum number of days that the Board will continue to pay a percentage of a salaried employee's extended sick leave benefits shall be three hundred five (305) calendar days after the first sixty (60) days after the first day off because of the illness or accident.

An employee may elect to request a leave without pay for any part or all of the first sixty (60) calendar days, beginning with the first day of his/her illness or injury due to a non-job related cause.

In the case of a recurrence of a disability after the employee has returned to work, the recurrence shall be considered a continuation of the prior disability unless the recurrence begins more than six (6) months after the return to work from the prior disability.

In the case of a different disability, an employee must return to work and remain for a period of thirty (30) working days to qualify for a new one (1) year period of extended sick leave.

The Board has the right to require a medical examination (at Board expense) from a physician of the Board's designation, to verify any claim for extended sick leave or disability benefits.

With the exception of employees who are receiving workers' compensation disability benefits, only hospitalization insurance coverage and life insurance coverage shall continue to be paid by the Board for the benefit of an employee on extended sick leave. This insurance coverage shall extend for one (1) year from the first day off due to the non-work related illness or injury.

All fringe benefits provided under this Agreement shall cease to be paid on behalf of an employee beginning one (1) year after the first day of an injury or illness due to non-work related causes.

ARTICLE 7 - PROBATIONARY PERIOD

The probationary period for all new hires of the bargaining unit shall be six (6) months. In addition, the Employer shall have the exclusive right to extend such probationary period for an additional six (6) months. The Employer will notify the employee in writing after the fifth month of employment if it intends to so extend his/her probationary period for such additional six (6) months. During such probationary period, an employee may be discharged with or without cause at any time at the Employer's sole discretion.

The probationary period for employees that are promoted to a new position shall be six (6) months. After that time, the Board shall either grant the employee regular status in his/her new position or return the employee to his/her position before promotion. This decision will be in the sole discretion of the Board with or without cause.

ARTICLE 8 - VACANCIES, PROMOTIONS AND TRANSFERS

Section 1. For the purpose of this Agreement, a vacancy is defined as the job opening which results from the creation of a new job classification within the bargaining unit or the death, retirement, discharge, resignation or transfer of an employee who has previously held a position in an existing job classification.

Section 2. All vacancies shall be posted by the Employer in a prominent work location and all employees shall have the ability to apply for consideration to such vacancy by signing such posting.

Section 3. The following factors shall be considered by the Employer in the selection of employees for filling vacancies as described in Section 1 above:

- a. The ability to do the work.
- b. The employee's past job performance and conduct with the Road Commission.
- c. The qualifications of the applicants for the position.
- d. The general condition of health and physical fitness of the applicants for a position if such is reasonably related to the applicant's ability to perform the job responsibility.

Section 4. The successful applicant for filling a vacancy listed in Section 1 above will be required to undergo a probationary period of six (6) months. During such probationary period, the applicant may, in the sole discretion of the Board, be rejected as unsatisfactory in the new job and returned to his/her previous position. Any employee so rejected will receive in writing from the Board or its designated representative the reason for such rejection. The Board may, at its sole discretion, waive the requirements of such probationary period.

The beginning salary for the new job classification and all promoted employees will be determined by the Board or its designated representative at the time of filling the vacancy. However, the parties hereby agree that the wage rate as set by the Board for all promoted employees will be such to ensure that such employees receive a raise of at least twenty five percent (25%) of the difference between the employee's old hourly rate and the maximum rate for the new position to which the employee was promoted. It is further agreed that should an employee successfully complete his/her six (6) month probationary period, he/she will at the time have his/her salary adjusted equivalent to fifty percent (50%) of the difference between the rate received in his/her job previous to the promotion and the maximum salary rate for the new promoted job classification. After nine (9) months of employment in the promoted position, such employee will receive a salary rate equivalent to seventy five percent (75%) of the difference between the rate of his/her previous job classification and the maximum salary rate in the promoted position. All employees promoted to a new job classification will receive the maximum salary for such classification after a one (1) year period of beginning work in said classification.

ARTICLE 9 - RETIREMENT

All employees of the bargaining unit shall be entitled to retire with benefits provided under the Michigan Municipal Employees' Retirement System under benefit plan "B-2". Employees shall continue to contribute into the System at the rate of three percent (3%) of the first forty two hundred dollars (\$4,200.00)

of earned salary and five percent (5%) for all monies in excess of forty two hundred dollars (\$4,200.00).

ARTICLE 10 - HOSPITALIZATION AND LIFE INSURANCE

The Allegan County Road Commission shall provide a health care and life insurance program as contained in Schedule "B" attached hereto for all employees covered by this Agreement. Effective January 1, 1994, all employees covered by this Agreement agree to pay 4.0% of all health care premium costs.

The Board shall provide a health care insurance program for all members of the bargaining unit that retire from employment with the Allegan County Road Commission under the provisions of Article 9 of this Agreement. This benefit shall cover the retired employee through the ages of sixty (60) through sixty four (64) inclusive and does not include the payment of the retired employee's spouse or dependents. The retired employee will be responsible for his or her health care insurance premium payment at age sixty five (65) and beyond. Between the ages of sixty (60) through sixty four (64), the retired employee will be responsible to pay 3.5% of all premium costs incurred if such retirement occurred between January 1, and December 31, 1993. If the employee retires subsequent to December 31, 1993, he/she will pay 4% of all premium costs incurred.

Beginning January 1, 1999, an employee who retires, and begins to receive benefits from MERS, may receive a maximum of five years of paid health care insurance program, irrespective of age, instead of the time period of (60) sixty through (64) sixty-four inclusive and would not include the payment of the retired employee's spouse or dependents. The retired employee will pay 4% of all premium costs incurred.

If any member of the bargaining unit covered by this Agreement elects to withdraw from the group health care plan coverage as provided by the Employer, he/she shall give written notice of such intention to the Employer. The Employer agrees to reimburse to the employee fifty percent (50%) of any cost savings so incurred by said employee's withdrawal from the group health care plan.

ARTICLE 11 - LONGEVITY PAY

Section 1. In order to be eligible to receive longevity pay, an employee must have seven (7) or more years of service with the Road Commission. This means an employee must be listed on the official records of the Road Commission as being employed by the Road Commission for not less than seven (7) consecutive calendar years.

Section 2. The maximum amount that an eligible employee may receive shall be either one percent (1%), two percent (2%), three percent (3%), or four percent (4%) of the product of his regular hourly rate on September 1 of the eligible year multiplied by two thousand eighty (2,080) hours. The percentage to be used is based on length of service and is determined as follows:

Beginning with the first day of the eighth (8th) year of an employee's service with the Road Commission, his/her longevity pay shall be calculated at the rate of one percent (1%).

Beginning with the first day of the fifteenth (15th) year of an employee's service with the Road Commission, his/her longevity pay shall be calculated at the rate of two percent (2%).

Beginning with the first day of the twenty second (22nd) year of an employee's service with the Road Commission, his/her longevity pay shall be calculated at the rate of three percent (3%).

Beginning with the first day of the twenty ninth (29th) year of an employee's service with the Road Commission, his/her longevity pay shall be calculated at the rate of four percent (4%).

In order to be eligible for longevity pay an employee must have at least one thousand seven hundred seventy five (1,775) hours on the job between September 1 of the seventh (7th) year and August 31 of his/her eighth (8th) year of service to be eligible for the first longevity pay check.

Section 3. In order to qualify for the maximum amount of longevity pay, an eligible employee after this eighth (8th) year of service must have at least one thousand seven hundred seventy five (1,775) hours of actual time on the job between September 1st of that year and August 31 of the following year.

Section 4. In the event that an employee, who is eligible for longevity pay retires, is laid off, takes an extended leave of absence, is on military leave, or has an extended period of sick leave, his/her amount of longevity pay will be prorated on the basis of the number of on the job hours divided by one thousand seven hundred seventy five (1,775) multiplied by the maximum amount for which he/she is eligible.

Section 5. Longevity payments will be made as a lump sum on or about December 15 of each year.

Section 6. In the event that an eligible employee dies during the course of the year, his/her spouse or designated beneficiary will receive the computed amount of longevity pay due the employee at the time of his/her death.

Section 7. Eligible employees who are terminated before September 1 shall not receive longevity pay.

Section 8. An eligible employee who resigns before September 1 shall receive longevity pay as computed under Section 4 of this Article.

ARTICLE 12 - MEDICAL EXAMINATIONS

Section 1. New Hires. As a condition of employment, all prospective employees shall be required to undergo a medical examination at the expense of the Board by a physician as determined by the Board. The Board shall review the results of the medical examination and determine in its sole discretion that the prospective employee is physically able to perform the job for which he/she has applied.

Section 2. Regular Employees. The Board may require a regular employee to undergo a medical examination from a physician of the Board's designation at the Board's expense with no deduction in pay for time off to determine if he/she is physically able to remain in his/her position or to determine if the employee who has been on extended sick leave is physically able to return to work.

ARTICLE 13 - ROAD COMMISSION AND PERSONAL VEHICLES

Section 1. All Road Commission vehicles are to be used for official business only.

Section 2. Authorization by the Board is required if the Road Commission vehicle is to be used for other than official business and reimbursement for such use is to be made to the Board.

Section 3. Except in an emergency, only passengers on official business, or those authorized by the Employer shall be permitted to ride in a Road Commission vehicle.

Section 4. Employees shall be reimbursed on per mile basis for directed use of their own personal vehicle. The rate of mileage reimbursement shall be established by the Board and may be revised from time to time at its sole discretion. All employees requesting mileage reimbursement payments shall make such request in writing to the Business Manager. Such written request shall include a statement documenting the mileage traveled, the location traveled to, and the reason such travel was incurred.

ARTICLE 14 - RULES OF CONDUCT AND PENALTIES FOR VIOLATION

The following list of rules of conduct and penalties for violation thereof is made a part of this Agreement so that employees will know what is expected of them. These rules are listed by way of illustration and not limitation and the Allegan County Road Commission, in its sole discretion, may modify such rules and/or promulgate additional rules and codes of conduct at any time.

1. Reporting to work in an intoxicated condition or under the influence of alcohol or illegal narcotics or controlled substances.
First Offense - Written warning and suspension without pay or leave pay for forty (40) hours.
Second Offense - Suspension without pay or leave pay for eighty (80) hours.
Third Offense - Discharge from employment with the Road Commission.
2. Being intoxicated or under the influence of alcohol or illegal narcotics or controlled substances while on the job.
First Offense - Discharge from employment with the Road Commission.
3. Falsifying employment or other Road Commission records, theft of property from co-workers, customers, or the Road Commission.
First Offense - Discharge from employment with the Road Commission.
4. Violating the Road Commission's non-discrimination and/or sexual harassment policy.
First Offense - Written warning and suspension without pay or leave pay for forty (40) hours.
Second Offense - Suspension without pay or leave pay for eighty (80) hours.
Third Offense - Discharge from employment with the Road Commission.

5. Absent from work or tardy for work without proper permission from the Road Commission.
First Offense - Verbal warning.
Second Offense - Written reprimand.
Third Offense - Written warning and suspension without pay or leave pay for forty (40) hours.
Fourth Offense - Suspension without pay or leave pay for eighty (80) hours.
Fifth Offense - Discharge from employment with the Road Commission.
6. Unauthorized possession of firearms or explosives on Road Commission premises or while on Road Commission business.
First Offense - Discharge from employment with the Road Commission.
7. Engaging in horseplay of any kind or contributing to unsanitary, unsafe or dangerous working conditions.
First Offense - Written reprimand.
Second Offense - Written reprimand and suspension without pay or leave pay for forty (40) hours.
Third Offense - Suspension without pay or leave pay for eighty (80) hours.
Fourth Offense - Discharge from employment with the Road Commission.
8. Failure to notify the Employer of leaving job assignment or quitting work before regular quitting time.
First Offense - Written warning and suspension without pay or leave pay for eight (8) hours.
Second Offense - Suspension without pay or leave pay for forty (40) hours.
Third Offense - Discharge from employment with the Road Commission.
9. Unauthorized use, misuse, abuse, or deliberate destruction of Road Commission property, tools, equipment, or that of another employee, or failure to report any equipment requiring maintenance, repair or safety attention or failure to maintain such machines, tools, equipment or vehicles, or damage to property belonging to the Road Commission or third parties as a result of negligence.
First Offense - Written warning and suspension without pay or leave pay for eight (8) hours.
Second Offense - Suspension without pay or leave pay for forty (40) hours.
Third Offense - Suspension without pay or leave pay for one hundred twenty (120) hours.
Fourth Offense or a willful act of gross negligence - Discharge from employment with the Road Commission.

10. Dishonesty or insubordination.

First Offense - Written warning and suspension without pay or leave pay for eight (8) hours.

Second Offense - Written warning and suspension without pay or leave pay for forty (40) hours.

Third Offense - Suspension without pay or leave pay for eighty (80) hours.

Fourth Offense - Discharge from employment with the Road Commission.

11. Deliberate reckless acts or gross negligence resulting in the injury or death to persons or major damage to property while in the course of employment.

First Offense - Discharge from employment with the Road Commission.

The Employer in imposing discipline for a violation of these rules or other work policies or codes of conduct as promulgated by the Employer may not rely on any discipline that has occurred more than two (2) years prior to the date of the incident for which discipline is currently being imposed.

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 1. Should differences arise between the Employer and the bargaining unit as to the meaning and/or application or interpretation of specific provisions of this Agreement or should any employee believe that he/she has been unjustly dealt with, or that any of the provisions of this Agreement have been violated, the employee has the right to grieve such alleged violations or unjust actions. Such grievances shall be processed in accordance with the following procedures:

STEP 1. Within five (5) working days of the date of the alleged violation of provisions of this Agreement or the alleged unjust action on behalf of the Employer, the employee must discuss the incident with his/her immediate supervisor. The supervisor will investigate the circumstance surrounding the incident and give a verbal response to the employee within five (5) working days of the date of discussion.

STEP 2. If the provisions of Step 1 as stated above do not bring about a satisfactory resolution to the incident, the employee must, within five (5) working days of the supervisor's response, reduce the matter to writing and

present such written grievance to the Managing Director. The written grievance must list the date of the incident, the date of the response of the supervisor, the specific provision or provisions of the collective bargaining agreement that are alleged to have been violated, a description of the incident alleged to be the subject matter of the grievance, and a written description of the remedy requested. The Managing Director will investigate all such received written grievances and within five (5) working days of their receipt provide the employee with a written response.

STEP 3. If the provisions of Step 2 have not resolved the grievance to the satisfaction of the employee, such employee, through his designated representative, shall make written application to the Board within five (5) working days of the receipt of the answer from the Managing Director. Such written application to the Board must include all the provisions as listed in the previous step. Upon receipt of such application of a written grievance appealed from the decision of the Managing Director, the Board will investigate the circumstances surrounding such incident and provide the employee with a written response. In all cases involving discharge or suspension of an employee, the Board will render its decision within twenty (20) working days from the date of receipt of the grievance. The decision of the Board will be final and binding on all parties. Any employee appearing before the Board at its direction for the purpose of investigation of the grievance shall be compensated at their regular rate.

If a grievance is not processed from one step to the next in accordance with the time guidelines as set forth in this Article, the grievance will be deemed settled as of the basis of the Employer's last response. If the Employer does not timely respond to a grievance within the time period as specified in this Article, the grievance shall automatically be processed to the next step. The time guidelines for processing a grievance from one step to the next as described in this Article must be strictly adhered to by the parties and may not be waived or extended in any fashion without the express written agreement of the parties.

ARTICLE 16 - EMPLOYEES NEGOTIATING COMMITTEE

The negotiating committee shall be comprised of three (3) employees whose names shall be given in writing to the Employer at least sixty (60) days prior to the commencement of collective bargaining negotiations.

ARTICLE 17 - TERMINATION OF AGREEMENT

This Agreement shall remain in full force and effect until December 31, 1999, and thereafter shall continue to be in full force and effect from year to year unless either party hereto shall notify the other party, in writing, at least sixty (60) days prior to the end of the current term, or as the case may be, sixty (60) days prior to the end of any additional contract year of its intentions or desires to change and modify or amend provisions of this Agreement. The party desiring such changes, modifications or amendments shall give such notice by certified mail to the other party in accordance with the time guidelines as described herein. This Agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOARD OF COUNTY ROAD COMMISSIONERS
FOR ALLEGAN COUNTY, MICHIGAN

James S. Rolfe
Steve Kruet

ALLEGAN COUNTY ROAD COMMISSION
OFFICE BARGAINING UNIT

Dale Tuffelmeier
Ronald Klengenber
Marge Brown

SCHEDULE "A"
JOB CLASSIFICATIONS AND ANNUAL SALARIES

<u>CATEGORY I</u> <u>JOB CLASSIFICATION</u>	<u>MAXIMUM ANNUAL SALARIES</u>		
	<u>1997</u>	<u>1998</u>	<u>1999</u>
Maintenance Superintendents	\$ 40,164.80	\$ 41,475.20	\$ 42,931.20
Traffic & Safety Director	\$ 31,907.20	\$ 32,947.20	\$ 34,091.20
 <u>CATEGORY II</u>			
<u>JOB CLASSIFICATION</u>			
Survey Crew Chief	\$ 29,161.60	\$ 30,118.40	\$ 31,179.20
Computer Manager/Accountant	\$ 30,784.00	\$ 31,782.40	\$ 32,884.80
Payroll Clerk	\$ 26,540.80	\$ 27,393.60	\$ 28,350.40
Receptionist Clerk	\$ 23,899.20	\$ 24,668.80	\$ 25,542.40
Account Clerk/Typist	\$ 22,152.00	\$ 22,880.00	\$ 23,691.20
Stockroom Clerk	\$ 27,164.80	\$ 28,038.40	\$ 29,016.00

* Effective 1/1/95, Superintendents will be paid thirty five dollars (\$35.00) per diem for attending after hour meetings when directed to attend such meetings by the Board or Managing Director.

SCHEDULE "B"
HEALTH CARE AND LIFE INSURANCE PROGRAM

BLUE CROSS - BLUE SHIELD - Traditional

Plan MVF-1, plus ML Rider, plus PDP Rider, plus Master Medical - Option 2. Two (2) dollar co-pay on prescription drugs.

BLUE CHOICE

with two dollar (\$2.00) co-pay on prescription drugs.

HEALTH CARE (HMO) PLAN 10

With two dollar (\$2.00) co-pay on prescription drugs.

(Copies of the plans are on file in the office and are available to each employee.)

Life Insurance

Michigan Association of Counties - Group Policy with Canada Life Insurance Company.

Employees

Life Insurance (24 hour coverage)	\$10,000.00
Accidental Death and Dismemberment (24 hour coverage)	\$10,000.00

(Copies of this plan are on file in the office and are available to each employee.)

***NOTE:** The Company providing Health Care Coverage and the Company providing Life Insurance Coverage may be changed during the period of this contract if both the Bargaining Unit and the Board agree to any such changes.