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12/31/2000

**BOARD OF COUNTY ROAD COMMISSIONERS
OF ALLEGAN COUNTY, ALLEGAN, MICHIGAN**

-and-

**LOCAL UNION NO. 586, UNIT 86
SERVICE EMPLOYEES INTERNATIONAL UNION
AFL-CIO-CLC**

Allegan County Road Commission

Expires: Midnight, December 31, 2000

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AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of February, 1997, by and between the Allegan County Road Commission and Local Union No. 586, Unit 86, Service Employees International Union, AFL-CIO, CLC.

ARTICLE 1 - PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 2 - RECOGNITION

Pursuant to and in accordance with all applicable legal provisions, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All hourly-rated employees designated in the following classifications: Road Worker I, Heavy Equipment Operator, Mechanic I, Mechanic II, Foreman, Engineering Technician, Chief Mechanic; but excluding all others.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. The Board and the Union 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 exclusive right to manage and operate the 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 determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to establish reasonable 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.

Section 3. The Board shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, 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 work loads; to establish and change the work schedule; to provide and assign relief personnel; when not in conflict with specific provisions of this Agreement.

Section 4. The Board agrees to give all employees as covered by this Agreement, a copy of all work rules and policies as instituted by the Board of Road Commissioners.

ARTICLE 4 - 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, 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.

ARTICLE 5 - 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 Road Commission responsibilities. Any employee who receives any loan, gift, money or good or service or other benefits 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. Accidents. Any and all accidents involving County Road Commission employees, buildings, vehicles and/or equipment shall be reported to the Equipment Superintendent and/or Managing Director immediately.

ARTICLE 6 - JOB CLASSIFICATION AND RATES OF PAY

Section 1. The wage rates 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. Leave Without Pay. For good and sufficient reasons, an employee may make request to his or her Superintendent for leave without pay for a period of not to exceed forty (40) hours. The Superintendents are authorized to grant such requests provided that they are satisfied that the request is proper.

An employee shall not be permitted to use leave without pay if he or she has any regular leave days available for use. The only exception to this rule is that the Superintendent may approve up to two (2) hours of leave without pay for an employee to use for personal business. Verification for such personal business may be required. An employee may not request such two (2) hour leave without pay for personal reasons more than twice in any calendar year.

Section 3. 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 Day; Christmas Day; and the Birthday Anniversary of the individual employee. The Birthday holiday is to be considered a "floating" holiday to be scheduled with the advance permission of the employee's Superintendent. All eligible employees, as defined below, shall receive holiday pay of eight (8) hours at the regular hourly rate of their Job Classification as set forth in Schedule "A" for the above listed holidays, except Independence Day for which eligible employees shall receive ten (10) hours pay at their regular hourly rate. In order to receive holiday pay, an employee must work the scheduled work day before and the scheduled work day after the paid holiday, the only exceptions being those employees absent on vacation or sick leave.

Section 4. Special Provision for the Christmas Holiday. On the last scheduled working day before Christmas, if weather conditions permit, regular work shall terminate after five (5) hours for those employees on the job. If weather conditions require a return to work after five (5) hours, said work shall be compensated for at the employee's regular hourly rate for up to a total of eight (8) hours and at time and one-half his/her regular hourly rate after eight (8) hours.

The Board shall provide a dressed turkey or ham for each regular employee. The turkeys or hams shall weigh between fourteen (14) and eighteen (18) pounds and be distributed not later than the last working day before Christmas.

Section 5. Hours of Work.

- a. The regular daily shift period shall extend from 7:00 a.m. until 12:00 noon and from 12:15 p.m. until 3:00 p.m., Monday through Friday; except for mechanics and employees assigned to the shop in Allegan, in which case the daily shift period shall extend from 7:00 a.m. until 12:00 noon and from 12:30 p.m. until 3:15 p.m., Monday through Friday.

The night shift period for mechanics and other shop workers shall extend from 3:00 p.m. to 11:00 p.m., Monday through Friday, unless otherwise provided for.

- b. All employees shall be entitled to one (1) 15 minute "coffee break" beginning at 9:00 a.m. and ending at 9:15 a.m. All employees (except mechanics and employees assigned to the shop in Allegan) shall be entitled to a "lunch period" beginning at 12:00 noon and ending at 12:15 p.m. Mechanics and employees assigned to shop shall be entitled to a "lunch period" beginning at 12:00 noon and ending at 12:30 p.m. There will be no coffee break in the afternoon for hourly-rated employees.
- c. Employees are not authorized to leave the job site, travel outside of the assigned working area, or stop at restaurants or coffee shops during the coffee break, lunch period, or at any time during the working day.
- d. Every employee must at all times be reasonably available for so long as is necessary, to perform work of an emergency nature caused by wind, water, snow, rain or other natural or manmade circumstances. Unreasonable refusal on the part of an employee to perform emergency work when requested to do so shall be considered grounds for discipline up to and including discharge.
- e. Employees who report for duty and are unable to work because of inclement weather, will be allowed two (2) hours of pay, provided they remain on the job and are subject to immediate assignment during the said two (2) hour period.
- f. In the event an employee is called back to work for emergency work purposes, after he/she has completed his/her regularly assigned shift and departed for the day, he/she shall be paid a minimum of two (2) hours pay as set forth at his/her regular hourly rate.

- g. During an emergency weather condition, an employee may be asked to remain at the garage he reports to in a "standby" status. Only the Managing Director or his designated representative may order an employee to go on "standby" status and to indicate when such status is to begin and end.

All work performed on time spent on "standby" status is to be paid at the hourly rate as set forth in Schedule "A", and with the overtime provisions of Article 6, Section H or J as applicable.

- h. For all hours worked over eight (8) hours in a single work day and over forty (40) in a single work week, (Monday through Friday), the rate of pay shall be one and one-half (1 1/2) times the employee's hourly rate in effect during that day in which such additional work was performed.
- i. The duration of the pay period during the term of this contract shall be two (2) weeks, said payments to be made by check to the employees at 3:00 p.m. on the Thursday following the last working day of said two (2) week pay period during the regular work schedule, and at 4:00 p.m. on the Thursday following the last working day of the said two (2) week pay period during the summer work schedule.
- j. Summer Work Schedule. Regular daily shift period shall extend from 6:00 a.m. until 12:00 noon and from 12:15 p.m. until 4:00 p.m., Monday through Thursday; except for mechanics and employees assigned to the shop in Allegan, in which case the daily shift period shall extend from 6:00 a.m. until 12:00 noon and from 12:30 p.m. until 4:15 p.m., Monday through Thursday.

The night shift period for mechanics and other shop workers shall extend from 3:30 p.m. until 1:30 a.m., Monday through Thursday, unless otherwise provided for.

For all hours worked over ten (10) in a single work day and over forty (40) in a single work week (Monday through Thursday) the rate of pay shall be one and one-half times the employee's hourly rate in effect during that day in which such additional work was performed.

Leave pay days, when used, and paid holidays shall be counted as part of the forty (40) hour work week.

1. For all hours worked on Saturday, the rate of pay shall be one and one-half times the regular hourly rate.
 2. For all hours worked on a Sunday, the rate of pay shall be two (2) times the regular hourly rate.
 3. For all hours worked on a paid holiday, the rate of pay shall be one and one-half times the regular hourly rate in addition to the holiday pay described in Section 3 of this Article.
- k. Provided the Employer knows of the need for overtime at least twenty four (24) hours in advance, the first opportunity for such overtime work will be provided to the senior qualified employee from the garage effected.

ARTICLE 7 - LEAVE PAY

Section 1. During the term of this Agreement, all members of the Bargaining Unit with six (6) months seniority or more shall be entitled to two (2) days [sixteen (16) hours] of leave pay for each month of service completed. Such leave pay may be accrued to a maximum total of ninety-six (96) days [seven hundred sixty eight (768) hours]. 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, an employee shall be paid for the entire amount of his/her accrued paid leave days. An employee will forfeit such pay for accrued days if he/she is terminated for any of the following:

- a. Committing any felony in the workplace;
- b. Intentionally or deliberately causing bodily harm to any individual;
- c. Selling, buying, or possessing illegal drugs or alcohol

on Road Commission property, or in Road Commission vehicles.

It is not intended for (a) or (b) above to apply to non-intentional injuries or felonies as the result of vehicle accidents. It is not intended for (c) above to apply to individuals who test positive pursuant to a random or reasonable suspicion drug test.

An employee shall be paid pursuant to above 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.

An employee shall begin to earn leave pay days beginning with the first month after he becomes a regular employee. Leave pay days shall become available for an employee's use on the first day of the month after the month in which it is earned.

Request for up to three (3) leave pay days shall be made to the employee's foreman. Requests for more than three (3) leave pay days shall be made to the employee's Superintendent. A minimum of one (1) day's advance notice for each leave pay day requested shall be given by an employee. This requirement does not apply in cases

of illness or emergency.

Section 2. In cases of illness or emergency, an employee must notify, or have someone notify his Foreman or Superintendent by 7:00 a.m. (6:00 a.m. under the Summer Schedule and one (1) hour before scheduled starting time for night shift) at the latest of the day he will be off. Any additional days after the first one to be take off because of illness or emergency must be covered by prior notification to the employee's Foreman or Superintendent.

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. Military Leave. Any regular employee who is required to serve in the Armed Forces of the United States will not lose his/her job classification as set forth in Schedule "A" as a result of his/her induction into the military. It is further provided that such employee will not lose his/her seniority because of such service and that he/she will be entitled to the current salary wage rate for his/her job classification upon his/her resumption of employment with the Board. Any leave pay accrued at the time of his/her induction in the military may be used at the time he returns to employment with said Board.

Section 5. Jury Duty. A regular 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 3:00 p.m. (4:00 p.m. on the Summer Schedule). 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 6. Leave of Absence. Upon written application to the Board setting forth the reasons for his request, an employee may be granted a Leave of Absence from his employment for a period up to sixty (60) calendar days, such application shall be forwarded to the Board at least ten (10) calendar days in advance of the time for the employee's departure from his job for the Board's consideration. In the event that the reasons enumerated in said application are not acceptable to the Board, such 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 application.

An employee who has been granted a leave of absence except for the purpose of recovery from illness or injury shall be required to reimburse the Road Commission for Health Care Insurance Coverage and Life and A.D. & D. Insurance Coverage after the first thirty (30) days.

ARTICLE 8 - PROBATIONARY PERIOD AND SENIORITY

The probationary period for all new hires of the bargaining unit shall be 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 thirty (30) days. 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 discretion of the Board with or without cause.

An employee shall lose his/her seniority for the following reasons:

- a. When an employee voluntarily terminates employment;
- b. When an employee is discharged for cause;
- c. When an employee after layoff fails to report for work within forty eight (48) hours after being notified by the Employer, in writing, to report; and provided further, however, that if within said period of forty eight (48) hours he shall advise the Board that he will return within the further period of forty eight (48) hours, his job shall remain open for him to take at any time within said period of ninety six (96) hours;
- d. When an employee fails to report cause of absence from work within five (5) working days unless such employee shows just cause for such failure for such absence;
- e. If an employee falsifies his/her reasons for leave of absence or if he/she engages in employment for another employer during his/her leave of absence;
- f. If an employee falsifies any information on his/her employment application; or
- g. If an employee refuses to take a physical examination at the Board's request and cost upon the completion of a medical leave of absence or upon return to work from absence because of injury or illness.

The Board shall post a list of the employees arranged in order of their seniority and classification every six (6) months. This list shall be posted in a conspicuous place at the place of employment for a period of at least thirty (30) calendar days. Any employee objecting to his/her seniority as listed, must call such objection to the attention of the Employer in writing before the close of the posting. Any objections to such seniority list shall be decided in accordance with the Grievance Procedure as contained in this Agreement. The Employer and the Union shall have the right to rely on the seniority list as posted effective upon the date of

the posting period subject only to a resolution of any objections as timely raised as stated previously in this section.

Hourly-rated employees shall be designated as temporary employees, probationary employees, or regular employees. Temporary employees shall be defined as individuals employed on a seasonal basis not to exceed six (6) continuous months. Probationary employees shall be defined as those individuals who are hired on a regular basis, but who have been in the employ of the Board for a period of less than six (6) months. Regular employees shall be defined as individuals who are employed on a regular basis and who have been in the employ of the Board for a period exceeding six (6) months.

Each new employee shall be considered a probationary employee for the first six (6) months after hire of his employment, and during this period will not be entitled to seniority. After satisfactory completion of the probationary period, seniority shall date from the beginning of such probationary period. During the probationary period, employees may be transferred, laid off, released or discharged in the Board's sole discretion, with or without cause and without respect to seniority. Such transfer, layoff, release or discharge shall not be subject to the grievance procedure.

ARTICLE 9 - 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. The following factors shall be considered by the Employer in the selection of employees for filling vacancies as described in Section 1 above:

- a. Seniority.
- b. The ability to do the work.

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

Section 3. Vacancies:

- a. The decision to fill vacancies shall be made by the Board of Road Commissioners. The Board agrees to inform the Union of its intentions regarding the filling of vacancies. If the Board determines that a vacancy is to be filled, such will be posted and the posting will include the district and piece of equipment currently assigned to the vacancy. The Board reserves the right to reassign employees and equipment to meet the needs of the Road Commission. Posting shall be posted in each of the branch garages for a period of five (5) working days. Any employee desiring to bid for the posted job shall make application in accordance with the terms of the notice and shall sign and submit his/her application within the time period stated.
- b. Any employee who does not submit an application, including those employees who are absent during the posting period, shall have no claim for consideration for the job. Any employee who is absent during the posting period may have an application submitted on his behalf by a Union representative.
- c. In the event that no applications are received for a posted position, or that none of the applicants are qualified, or that no employee agrees to accept the position upon request, the Board may hire a new employee or place the employee with the least seniority in that position.
- d. Employees classified as "Engineering Technicians" may not apply for vacant positions in any other job classifications without prior approval of the Board.

Section 4. The successful applicant for filling a vacancy listed in Section 1 above will be required to undergo a probationary period of thirty (30) calendar days. This probationary period may be extended for an additional thirty (30)

calendar days in the Employer's discretion. During such probationary period, the applicant may be rejected by the Employer as unsatisfactory in the new job and returned to his/her previous position. Any employee so returned to his/her previous job classification may request from the Employer, and receive in writing from the Board or its designated representative, the reasons that the employee did not successfully complete his/her probationary period. The Employer may, in its discretion, waive the requirements of such probationary period.

Section 5. The Board may waive the requirements for the trial period as stated above if, in the Board's discretion, the applicant is considered to have sufficient prior experience.

Section 6. The beginning hourly rate in the new job classification and the length of time between additional hourly rate increases shall be stated in the notice of vacancy as posted.

Section 7. An employee who has been promoted under the terms of this Article shall not be eligible to obtain any other promotion for a period of one (1) year beginning with the date of his/her reclassification notice to the newly promoted position. The one (1) year time limitation shall not apply in the case of an employee transferring for reasons of health.

ARTICLE 10 - UNION SECURITY

Section 1. 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. Neither party shall exert any pressure on or discriminate against an employee as regards to such matters.

Section 2. The Union is required under this Agreement to represent all the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the

obligation as to Union dues and pay an initiation fee as a member, or a corresponding agency fee as an employee who elects not to be a Union member.

Section 3. For the period of this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided, however, that the Union presents the Employer written authorization properly executed by each employee allowing such deductions and payment to the Union. All employees in the bargaining unit who are not Union members shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees of the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. All such monies referred to above shall be deducted by the Employer and transmitted to the Union. The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result of any conduct by the Employer for the purpose of complying with this section. Employees shall tender the monies as due under this section by signing the Authorization for Check-off of Dues forms as appropriate.

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 on 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 his 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 retirees, 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 he/she is eligible for.

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 of the employee who has been on extended sick leave is physically able to return to work.

ARTICLE 13 - 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 "C-1". Effective January 1, 1992, such pension benefit shall be increased to the MMERS "B-2" plan. Effective January 1, 1998, the Pension Plan shall be modified to include a F55/25 rider. The employee shall continue to contribute the same percentage of their salary into the

retirement system as they have in the past throughout the term of this Agreement.

ARTICLE 14 - HOSPITALIZATION AND LIFE INSURANCE

Section 1. The Allegan County Road Commission shall provide a health care and life insurance program as contained in Schedule "B" attached hereto for all regular employees, their spouses, and their dependent children through nineteen (19) years of age during the term of this Agreement. Effective April 1, 1993, and continuing until December 31, 1993, all active employees covered by this Agreement agree to pay 3.5% of all health care premium costs. Effective January 1, 1994, all active employees covered by this Agreement, agree to pay 4% of all health care premium costs.

The Board shall provide health care insurance coverage for all retired members of the bargaining unit with twenty (20) or more years of service. All retired employees shall contribute towards the cost of their health care insurance coverage in accordance with the terms and conditions as applicable to them as of their last date of active service with the Road Commission. 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 shall be responsible for his or her health care insurance premium at age sixty five (65) and beyond. After the effective date of this agreement, an employee retires, and begins to receive benefits from MMERS, may receive a maximum of five (5) years in paid health care insurance program, irrespective of age, instead of the time period of 60-64 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. The Employer will provide absolutely no benefits to any employee after reaching age sixty five (65).

If any active 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 withdraw from the group health care plan provided he/she supplies proof of coverage under their spouse's health insurance.

Section 2. The Board shall pay the entire premium for life insurance and accidental death and dismemberment insurance coverage for all regular employees during the term of this Agreement.

Section 3. The insurance carriers for the coverage described in this Article shall be agreed upon by the Board and the bargaining unit. The names of the companies providing coverage and a statement of the types of coverage provided shall be shown in Schedule "C" of this Agreement.

It is agreed that the level of coverage provided for both the life and A.D. & D. insurance and the health care insurance shall not be less than that provided on December 31, 1987.

ARTICLE 15 - LAYOFFS

Section 1. In the event it becomes necessary for the Board to layoff employees, the individuals having the least amount of seniority shall be the first laid off. At such time as the Board determines to recall employees laid off pursuant to this section, those individuals with the greatest amount of seniority shall be the first to be so recalled by the Board. All recalls will be made by certified mail sent to the employee's last known address as on the records of the Road Commission. It shall be the employee's responsibility to keep the Road Commission updated as to any change in address and the Road Commission shall have the absolute right to rely upon the last notice of address as provided by an employee in this regard.

Section 2. Any employee hired after January 1, 1983, who shall be on lay-off status for eighteen (18) consecutive months shall be terminated from employment with the Road Commission.

ARTICLE 16 - SPECIAL CLOTHING

Section 1. As part of their job requirement, the Chief Mechanic, Mechanics I and Mechanics II, Welders, and Tire Repairer will be required to wear uniforms while on duty.

Section 2. The Board will provide the uniforms and pay for the cost of their cleaning by contract through a commercial uniform service.

Section 3. The operator and truck driver of the Pressure Bituminous Distributor shall be provided with uniforms, at Board expense, for the period when the Distributor is in operation. The operator and truck driver of the Pressure Bituminous Distributor shall be entitled to reimbursement for the cost of work shoes damaged by liquid asphalt or emulsion during the operation of the Distributor. Satisfactory proof of damage must be shown before reimbursement will be made.

Section 4. Five (5) sets of clean uniforms will be provided each week.

Section 5. The Employer shall reimburse each employee of the bargaining unit seventy dollars (\$70.00) per year for the purpose of purchasing safety boots as required.

ARTICLE 17 - ELIMINATION OF POSITIONS

Section 1. In the event of the permanent elimination of a position, the Board shall place the effected employee in any available position at the rate of pay as designated in the contract for said position. The employee shall gain immediate bidding rights. In the event that the eliminated position should be reinstated at any future date, said position will be offered to the person who last held that position.

Section 2. The provisions of this Article shall be administered by a committee of seven (7) persons: Three (3) members from the bargaining unit, the three (3) Board Members, and the Managing Director.

ARTICLE 18 - RULES OF CONDUCT AND PENALTIES FOR VIOLATION

Section 1. The following list of Rules of Conduct and penalties for violation of these rules is made a part of this Agreement so that all employees will know what is expected of them. The rules are divided into two groups - Class I Offenses where no written warning need be given to an employee before discharge or suspension because of violation, and Class II Offenses where a written warning must be given to the employee upon the first offense:

a. Class I Offenses

1. Drinking intoxicating beverages or using illegal narcotics while on the job.

First Offense - Discharge from employment with the Road Commission.

2. Being intoxicated or under the influence of illegal narcotics while on the job.

First Offense - Discharge from employment with the Road Commission.

3. Proven deliberate recklessness resulting in the injury or death to persons or major damage to property.

First Offense - Discharge from employment with the Road Commission.

4. Dishonesty.

First Offense - Discharge from employment with the Road Commission.

5. Conviction of a Felony - That is, conviction in a court of law or any crime where actual punishment is set at imprisonment for more than one (1) year.

First Offense - Discharge from employment with the Road Commission.

b. Class II Offenses

1. Reporting for work in an intoxicated condition or under the influence of illegal narcotics.

First Offense - A written warning and suspension without pay or leave pay for five (5) working days.

Second Offense - Suspension without pay or leave pay for ten (10) working days.

Third Offense - Discharge from employment with the Road Commission.

2. Absence from work without authorized leave or without notice to his or her foreman, superintendent, or the County Engineer before 7:00 a.m. (6:00 a.m. on the Summer Schedule) on the first day of the absence.

First Offense - A written warning and suspension without pay or leave pay for the same number of days as he or she was improperly absent.

Second Offense - Suspension without pay or leave pay for five (5) working days.

Third Offense or unauthorized absence for more than five (5) consecutive working days - Discharge from employment with the Road Commission.

3. Engaging in horseplay.

First Offense - with no injury to others - A written warning and suspension without pay or leave pay for one (1) working day.

Second Offense - with no injury to others - Suspension without pay or leave pay for five (5) working days.

Third Offense or any offense which results in severe injury to others - Discharge from employment with the Road Commission.

4. Damage or destruction to Road Commission property or to property belonging to third parties as a result of negligence.

First Offense - A written warning and suspension without pay or leave pay for one (1) working day.

Second Offense - Suspension without pay or leave pay for five (5) working days.

Third Offense - Suspension without pay or leave pay for fifteen (15) working days.

Fourth Offense or willful or gross negligence - Discharge from employment with the Road Commission.

5. Failure to notify immediate supervisor if leaving job assignment to quit work before regular quitting time.

First Offense - A written warning and suspension without pay or leave pay for one (1) working day.

Second Offense - Suspension without pay or leave pay for five (5) working days.

Third Offense - Discharge from employment with the Road Commission.

6. Reporting late for work for any reason.

First Offense - A written warning.

Second Offense - A written warning.

Third Offense - A written warning.

Fourth Offense - Suspension for the rest of the day without pay or leave pay.

Fifth Offense - Suspension without pay or leave pay for two (2) working days.

Sixth Offense - Suspension without pay or leave pay for three (3) working days.

Seventh Offense - Suspension without pay or leave pay for four (4) working days.

Eighth Offense - Discharge from employment with the Road Commission.

7. Unauthorized carrying of passengers.

First Offense - A written warning and suspension without pay or leave pay for five (5) working days.

Second Offense - Discharge from employment with the Road Commission.

Section 2.

- a. The written warning as provided for herein shall remain in effect for a period of two (2) years from the date of such warning.
- b. Each Class II Offense as described herein shall be considered separately and the penalties for them shall not be combined.

Section 3. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done, an employee shall be reinstated, with back pay, up to twenty (20) working days. A request by an employee for an investigation as to his discharge or suspension must be made by written request to the Board within five (5) working days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within fifteen (15) days and decision reached within twenty (20) days from the date of discharge or suspension.

ARTICLE 19 - GRIEVANCE PROCEDURE

Section 1. Should differences arise between the Board and the bargaining unit as to the meaning and application of the provisions of this Agreement, or should an employee believe that he has been unjustly dealt with, or that any of the provisions of this Agreement have been violated, it shall be termed a grievance and attempts to settle such grievance shall be made in the following manner:

Section 2. Grievances shall be presented on behalf of the employees by a steward duly appointed by the Union and recognized by the Board.

Section 3. Such grievances shall be presented for settlement first to the Maintenance Superintendent to whom such employee is regularly assigned.

Section 4. If the grievance is still not adjusted to the satisfaction of the employee, it shall be presented to the Managing

Director.

Section 5. If the grievance is still not adjusted to the satisfaction of the employee, such employee shall make written application to the Board, including in such application the request for hearing; such application shall also include the names of any and all employees involved in said grievance, together with a complete description of the grievance or subject to be discussed with the Board.

Section 6. Employees appearing before the Board at their own request shall do so on their own time.

Section 7. Employees appearing on order of the Board shall be compensated at their regular hourly rate.

Section 8. On a case-by-case basis, upon mutual agreement between the Board and the Union, a grievance may be submitted to mediation through the Michigan Department of Labor, Bureau of Employment Relations. Unless the parties specifically agree in writing to the contrary, such mediator's decision and recommendation shall be non-binding upon the parties, and the parties agree to assume their respective costs and expenses as may be incurred pursuant to such mediation process.

ARTICLE 20 - EMPLOYEE NEGOTIATING COMMITTEE

Any bargaining will take place at times other than the normal working hours of employees unless mutually agreed to by the Employer. It is understood and agreed that if the Employer does consent to bargain with the Union during the times when the employees would be at their assigned duty stations, then the employee would be paid at his normal rate of pay. The number of members on a bargaining committee is within the discretion of the Union, but shall not be in excess of seven (7) individuals. The Union and the Employer shall furnish each other with a written statement as to the membership of the bargaining committees or any alternate members thereof.

ARTICLE 21 - TERMINATION OF AGREEMENT

This Agreement shall remain in full force and effect until December 31, 2000, 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 intention to make changes in or terminate this Agreement; such written notice shall specify any changes or amendments desired by either party giving such notice and shall be sent by registered or certified mail to the other party.

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

Bruce D. Culver

John A. Carrans

LOCAL UNION NO. 586, UNIT 86
SERVICE EMPLOYEES INTERNATIONAL
UNION, AIF-CIO

James Shultz

Milton Johnson

Kelly A. Beckers

Donald Berus

SCHEDULE "A"

JOB CLASSIFICATION AND HOURLY RATES OF PAY

Maximum Rates of Pay per Hour,
Beginning:

<u>Section A - Job Classification</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>
1. Road Worker I	\$12.47	\$12.88	\$13.33	\$13.66
2. Heavy Equipment Operator - Motor Grader, Gradall, Drott Excavator, Bulldozer, Self-Loading Scraper, Brush Cutters (all, High Ranger) .	\$12.66	\$13.07	\$13.53	\$13.87
3. Mechanic I Apprentice Mechanic	\$12.47	\$12.88	\$13.33	\$13.66
4. Mechanic II Journeyman Mechanic Welder Mechanic I/Tire Repairman	\$12.74	\$13.15	\$13.61	\$13.95
5. Foreman District Foreman Sign Shop Foreman	\$12.80	\$13.22	\$13.68	\$14.02
6. Engineering Technician . . .	\$12.54	\$12.95	\$13.40	\$13.74
7. Chief Mechanic	\$13.65	\$14.09	\$14.58	\$14.94

Section B - Special and Seasonal Work Rates

- A. All hours worked in the special categories listed in items (1) through (5) below will be paid at the rate or additional rate listed as follows:
1. Pressure Bituminous Distributor
Operator Additional Rate of \$1.00
Driver Additional Rate of \$1.00
 2. Rubber Tired Roller
Driver Same Rate as Heavy Equipment Operator
 3. Chip Spreader
Operator Same Rate as Heavy Equipment Operator
Driver Same Rate as Heavy Equipment Operator

4. Acting District Foreman or
Special Crew Foreman Additional Rate of \$0.10
 5. Substitute Operators . . Additional Rates of Between
\$0.05 to \$0.17 (See Schedule D)
- B. A minimum of four (4) hours of work must be performed under the Special and Seasonal Categories listed in items (1) through (3) above before such Special or Seasonal rates shall apply to the entire days worked, except in the case of rain-out when the four (4) hour minimum does not apply.

Section C - Night Shift Work - Rates

- A. An additional thirty (30) cents per hour shall be paid to all employees whose regular, assigned work shift begins at 3:00 p.m. and ends at 11:30 p.m. (including 1/2 hour for lunch). All other employees who are required to work after 11:30 p.m. because of an emergency situation, shall be paid at their regular hourly rate plus overtime, if applicable.

Section D - Rates of Pay - General

- A. Any employee may be required to perform hand labor or other work as assigned; however, if such work is assigned to him, he shall receive his regular hourly pay according to his job classification.
- B. Employees shall receive periodic hourly rate increases until they are at the listed rate for their job classification within one (1) year after commencing employment.
- C. All employees who are required to help repair their own equipment or in some cases other equipment, in the shop in Allegan shall be paid at their regular hourly rate of their classification while so engaged.
- D. All cold patching operations with cold mixes or emulsions will be compensated at regular hourly rates.

SCHEDULE "B"
RETIREMENT PROGRAM

Michigan Municipal Employee's Retirement System
(Copies of this plan are on file in the office and are available to
each employee.)

SCHEDULE "C"
HEALTH CARE AND LIFE INSURANCE PROGRAM

Health Care - Primary Coverage

BLUE CROSS - BLUE SHIELD

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

Health Care - Optional, Alternate Coverage

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

Life Insurance

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.

SCHEDULE "D"
WORK RULES

Section A - Acting Foreman

- (a) This assignment shall be considered a temporary assignment.
- (b) Any regular, hourly-rated employee, except a Foreman, may be appointed as Acting Foreman by the Maintenance Superintendent under whom he works.
- (c) The Maintenance Superintendent will notify the employee when his assignment as Acting Foreman begins and ends.
- (d) Acting Foreman shall receive 10 cents per hour over and above their basic hourly rate while in the position of Acting Foreman.
- (e) An employee may be appointed as an Acting Foreman for the following purposes:
 - (1) To act as District Foreman while the regular District Foreman is on vacation, sick leave, or his position is vacant.
 - (2) To act as Foreman on a Grade project.
 - (3) To act as Foreman on the sign, tree, blacktopping, or any other special crew.
 - (4) In an emergency when no regular Foreman is available.

1. Acting District Foreman

- (a) The Acting District Foreman will be designated by the Maintenance Superintendent.
- (b) The Acting District Foreman will be required to perform all of the duties of the regular foreman, including the use of his radio equipped truck.

2. Acting Foreman on Grade Projects

- (a) Motor grader operators, in their own district, shall have first chance to be assigned to this job; however, if an operator lacks experience, he should still be given first chance to learn grade work in his own district and other districts.

(b) When an employee is appointed as Acting Foreman on a Grade Project, the following requirements and conditions shall apply:

- (1) He shall be in charge of the earth moving, grading, and graveling operations.
- (2) He shall give instructions to all operators of hired equipment.
- (3) He shall keep track by daily totals of all the amounts of materials hauled or placed.
- (4) He shall sign all time tickets for hired equipment.
- (5) The project may be a construction or maintenance project but there must be at least two (2) other pieces of heavy earth moving equipment, working on the project besides his own, either county or hired, or a combination.
- (6) He shall report to and take his orders from the Maintenance Superintendent, County Engineer, or Assistant Engineer.
- (7) If necessary, there shall be two (2) motor graders on a job, when there are more pieces of earth moving equipment (scrapers) in use.

3. Acting Foreman on a Special Crew

- (a) An employee may be called upon to be the Acting Foreman of one of the Tree Crews, the Sign Crew, the Blacktopping Crew, or any other special or emergency crew that might be established.
- (b) The Acting Foreman of any of the aforementioned crews would be required to perform all of the duties of the regular foreman of that crew or any other duties as may be assigned by the Superintendents.

Section B - Substitute Equipment Operators

- (a) It shall be the policy of the Board to provide for substitute or "back-up" operators for items of heavy equipment.

- (b) Substitute operators shall be selected in accordance with Article 9 of this Agreement.
- (c) The rate of pay for substitute operators shall be from 5 cents per hour to 17 cents per hour greater than their regular hourly rate depending on their proficiency.
- (d) Proficiency shall be determined by the superintendent and the Managing Director.
- (e) In no case shall the substitute operators hourly rate be greater than the regular rate for that piece of equipment.

Section C - Hired Equipment

- (a) Road Commission employees shall not operate any items of hired equipment, nor shall any non-Road Commission employees operate Road Commission equipment without express permission from the Maintenance Superintendent or County Engineer or Assistant County Engineer.