

3/11/2000

A G R E E M E N T

Between

CHEBOYGAN COUNTY ROAD COMMISSION

and

CHEBOYGAN COUNTY ROAD COMMISSION  
EMPLOYEES CHAPTER OF LOCAL NO. 1325,  
AFFILIATED WITH MICHIGAN COUNCIL #25  
OF THE AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO (AFSCME)

Effective: March 11, 1997 - March 11, 2000

*Cheboygan County Road Commission*

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## A G R E E M E N T

THIS AGREEMENT, effective the 11th day of March, 1997, by and between the CHEBOYGAN COUNTY ROAD COMMISSION, hereinafter referred to as the "Employer" and/or "Commission" and, CHEBOYGAN COUNTY ROAD COMMISSION EMPLOYEES CHAPTER OF LOCAL NO. 1325, AFFILIATED WITH MICHIGAN COUNCIL #25 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (AFSCME), hereinafter referred to as the "Union."

### PREAMBLE

The general purpose of this Agreement is the preservation of harmonious relations between the Employer and employees represented by the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

The Employer and the Union recognize that the job security of the employees depends in part upon the Employer's success in establishing a proper service to the community.

### ARTICLE 1

#### RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining 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, as follows:

"All full-time employees, excluding Administrative, Supervisory, Office Clerical, Engineering Aides, and Seasonal Employees."

#### Section 2.

(a) Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Article 1, Section 1, thirty-one (31) days after the start of their employment with the Employer, shall become members of the Union and pay to the Union the periodic monthly dues uniformly required of all Union members for the duration of the Agreement, or instead of becoming a member of the Union pay to the Union a monthly service fee which shall be equal to the periodic monthly dues required of all Union members for the duration of the Agreement. An employee shall be deemed to be in compliance with

the provisions of this Section if he has tendered the periodic dues or service fees to the Union and if he is not more than sixty (60) days in arrears in payments of such dues or service fees.

(b) Union Membership. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit, without regard to whether or not an employee is a member of the Union. The Union further agrees that it shall accept into membership each employee who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic monthly dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

### Section 3. Voluntary Dues Checkoff.

(a) During the term of this Agreement and to the extent permitted by law the Employer agrees to deduct periodic monthly Union membership dues or the monthly service fee from the pay of each employee who voluntarily executes and files with the Employer a proper checkoff authorization form. The checkoff authorization forms shall be supplied by the Union. The authorization to checkoff and deduct Union membership dues or service fees is strictly a matter of voluntary choice of the individual employee.

(b) A properly executed copy of the written checkoff authorization form for each employee for whom the Union dues or service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under the written checkoff authorization forms which have been properly executed and are in effect. Any written authorization which is incomplete or in error will be returned to the Union by the Employer. Deductions shall be made only in accordance with the provisions of the written checkoff authorization form, together with the provisions of this Section of the Agreement.

(c) On or before the twentieth (20th) day of each month, the Union shall furnish the Employer with any additional executed written checkoff authorization forms under which Union membership dues or service fees are to be deducted beginning with the first full pay period beginning on or after the first day of the following calendar month.

(d) Deductions for Union membership dues or service fees for any calendar month shall be made from one of the weekly pay checks of that month provided the employee has sufficient net earnings to cover the dues or service fees whichever is applicable. Deductions for any calendar month shall be remitted to the designated financial officer of the Union's Michigan Council #25 not later than the end of the month following the month in which such deductions are made.

(e) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.

(f) The Union shall notify in writing the Employer of the proper amount of Union dues or service fees and any subsequent changes in such amounts.

(g) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

(h) The Employer shall not be responsible for Union dues or service fees while an employee is on a leave of absence, layoff status, or after an employee's employment relationship with the Employer has been terminated.

(i) The Employer shall not be liable to the Union, its members or the employees the Union represents for the remittance or payment of any sum other than that constituting actual deductions made from employee wages pursuant to the requirements of this Section of the Agreement.

(j) The Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct Union dues or service fees and to defend, indemnify and hold harmless the Employer against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of action taken by the Employer pursuant to this Section of the Agreement and pursuant to Section 2 of Article 1 of this Agreement.

## ARTICLE 2

### UNION MANAGEMENT RELATIONS

Section 4. All collective bargaining with respect to wages, hours and working conditions and other conditions of employment shall be conducted by authorized representatives of the Union, which shall be the designated bargaining committee of the Union, and the authorized representatives of the Employer, which shall be the bargaining committee for the Board of County Road Commissioners.

Section 5. This Agreement shall become effective and binding on the parties only when ratified by the respective parties and signed by their authorized representatives.

### ARTICLE 3

#### DEFINITIONS

Section 6. A regular seniority employee is one who has completed the probationary period provided in Article 4, Section 8.

Section 7. Temporary or seasonal employees are those who are neither regular nor probationary, and therefore are not represented by the Union. If they are retained by the Employer for more than 150 working days in a calendar year, they shall be reclassified as probationary unit employees as per Section 8(a). Upon completion of the required 60 working days probationary period, all their days of employment prior thereto shall be credited to them for the purpose of acquiring seniority.

(a) Temporary or seasonal employees employed by the Employer are not to be utilized to replace or displace bargaining unit employees. The use of temporary or seasonal personnel will be limited to unskilled positions.

(b) Unskilled Laborer.

(1) Characteristics: Under general supervision performs manual work not requiring special skills in construction and maintenance activities, performs work requiring use of small power equipment and does related work as required. Unskilled labor does not operate equipment over 10,000 # G.V.W. and does not operate loader, backhoe attachments or heavy tractors with mower attachments, or units over 6500 # G.V.W. equipped with special attachments. An unskilled laborer who obtains bargaining unit membership does not have the right to bid on job openings in the skilled positions, except when receiving a majority recommendation from the Promotional Committee.

(2) The Promotional Committee shall be composed as follows:

- 1 member from the Board of Road Commissioners
- 1 member from the supervisory unit
- 1 member shall be the Chief Steward of the bargaining unit

(3) The following job classifications shall be considered skilled labor positions:

1. Heavy Truck Driver
2. Heavy Equipment Operator
3. General Shop
4. Mechanic
5. Sign Technician

#### ARTICLE 4

#### SENIORITY

##### Section 8.

(a) New employees hired in the unit shall be considered as probationary for the first sixty (60) days worked, which must be accumulated within not more than six (6) months from date of hire. When an employee completes the probationary period, his name shall be entered on the seniority list of the unit as of the date on which he was hired. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, and hours of employment, as set forth in Article I of this Agreement, except employees discharged or disciplined for other than union activity.

(c) Seniority shall be on a County-wide basis, in accordance with the employee's last date of hire.

(d) Benefit Accumulation or Accrual. There shall be no accumulation of any benefits and no accrual or earning of credits toward any benefits (such as vacation and sick leave) during the period of time that an employee is on any type of layoff, leave of absence or disability.

Section 9. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

Section 10. The seniority list, as of the date of this Agreement, will show the names and classifications of all employees of the unit entitled to seniority. The Employer will keep the seniority list up to date at all times and will provide the Chapter with up-to-date copies for each bulletin board at least every six (6) months.

Section 11. Loss of Seniority. An employee shall lose his seniority for the following reasons only:

- (a) He quits.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) If the employee is absent for three (3) consecutive working days without notifying the Employer and supplying a justifiable reason for his absence. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(d) If the employee does not return to work on the required date when recalled from lay-off as set forth in the recall procedure.

(e) If the employee fails to return on the required date following a leave of absence or vacation unless otherwise excused for a justifiable reason.

(f) He retires.

(g) If the employee is on layoff status consecutively for a period of twelve (12) months or the length of the employee's seniority with the Employer acquired by the employee at the time of layoff, whichever is the lesser.

Section 12. Super Seniority. For the purpose of lay-off, the President, Vice President, Secretary-Treasurer and Chief Steward of the Chapter shall head the seniority list during the time they hold such representative status; provided, however, that seniority status among or between such Union representatives shall be based upon their most recent date of hire. Employees granted super seniority shall be the last bargaining unit employees to be laid off, provided they possess the present skill and ability to efficiently perform the remaining required available work.

Section 13. The word "layoff" means reduction in the working force due to a decrease of work or lack of sufficient funds, and layoff will be within job classifications.

Section 14. If a layoff becomes necessary, the following procedure will be observed:

(a) Probationary employees will be laid off first.

(b) Seniority employees within the classification where the reduction of work occurs shall then be laid off. The lowest seniority employee in the classification affected shall be the first to be laid off provided, a junior employee may be retained if the senior employee does not have the necessary training and ability and experience to perform the required available work in an effective and efficient manner. If a more senior employee is laid off under this sub-section (b) and a less



senior employee retained and the Union disagrees with the action, the Union may submit the matter as a grievance at Step 2 of the grievance procedure established in this Agreement within three (3) calendar days following the senior employee's layoff.

(c) An employee laid off from one classification may exercise his seniority to bump the lowest seniority employee in any other classification carrying an equal or lower starting rate, providing he has greater seniority than the employee so displaced and providing he has the necessary training and ability and experience to perform the required available work in an effective and in an efficient manner. Employees transferred under this Section will be paid the rate of the job to which they are assigned in the lower classification. Any employee displaced under this procedure may exercise his seniority in the same manner as outlined in this sub-section (c). If a senior employee is denied his request to bump under this sub-section (c) and the Union disagrees with the action, the Union may submit the matter as a grievance at Step 2 of the grievance procedure established in this Agreement within three (3) calendar days following the denial of the senior employee's request to bump.

(d) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff, provided, however, that this advance notification requirement shall not apply in situations involving emergency circumstances. The Chapter Secretary or other representative of the Union shall receive the list from the Employer of the employees being laid off on the same date the notices are issued to the employee or employees.

Section 15. Recall Procedure. When the work force is increased after the lay-off, the most senior employee laid off from the classification affected shall be recalled first and so forth in order of seniority, provided, that the Employer may recall a less senior employee if the more senior employee is physically and/or mentally unable to perform the required available work in an effective and efficient manner. If a less senior employee is recalled under this Section and the Union disagrees with the action, the Union may submit the matter as a grievance at Step 2 of the grievance procedure established in this Agreement within three (3) calendar days following the recalling of the less senior employee. Notice of recall shall be sent to the employee at his last known address or any address currently furnished by the employee by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of the notice of recall, the employee shall be considered to have voluntarily quit and the employee's seniority shall be terminated.

Section 16. Permanent Job Transfer. In situations where there is a permanent vacancy which the Employer intends to fill in an existing permanent job classification within the bargaining unit covered by this Agreement or in a new permanent job classification within the bargaining unit covered by this Agreement, the Employer agrees to post a notice of such permanent vacancy on the bulletin boards for a period of seven (7) calendar days.

Employees who have seniority and who are interested in possible permanent transfer from their regular classification to a posted permanent vacancy in a different classification, which is either equally rated or higher rated than the employee's regular classification must, in order to be eligible for consideration, sign their name on the job posting within the seven (7) calendar days posting period. Any award of such posted permanent vacancy in a different classification shall be made to the most senior qualified employee. In considering an employee's qualifications to perform efficiently the required work, the Employer shall consider the employee's skill, ability, experience, training, productivity, work record and dependability. In the event that the senior applicant for such posted permanent vacancy in a different classification is denied the permanent job transfer, reasons for the denial shall be given to the unsuccessful applicant provided such applicant submits a written request. In the event that the senior applicant disagrees with the reasons for the denial, the matter shall be a proper subject for the grievance procedure established in this Agreement.

Permanent job transfer of an employee to a permanent vacancy which the Employer intends to fill and which occurs in the same job classification as the employee's regular job classification but in a different garage shall be allowed, subject to the approval of the Employer. Permanent job transfer of an employee to a permanent vacancy which the Employer intends to fill in a different job classification which is lower rated as compared to the employee's regular job classification shall be allowed subject to the approval of the Employer, provided, however, that the approval of the Employer shall not be required in situations where the employee desires to transfer to a lower rated job classification due to the employee's physical and/or health problems in the employee's regular job classification.

An employee who is awarded a permanent job transfer under the provisions of this Section shall be on probation in the new position for a period of four (4) full weeks of actual work. During this four (4) full week probationary period, the Employer may disqualify the employee and return the employee to the employee's former job classification. The Employer shall also have the right to extend this four (4) full week probationary period in situations where such action is considered appropriate by the Employer provided any such extension is mutually agreed upon by the Employer and the Union. If the employee chooses within the four (4) full week probationary period to be transferred back to the employee's former job classification, the employee must submit three (3) calendar days notice to the Commission's Engineer-Manager and the employee will then be transferred back within a reasonable period of time.

When a permanent vacancy has been posted for a period of seven (7) calendar days pursuant to the provisions of this Section and no employee bids on it or no bidding employee is qualified, it shall be understood and agreed by the parties that such vacancy may be filled by the Employer from any other source. The Employer may assign an employee to perform the required work in a permanent vacancy until such time as the vacancy has been filled on a permanent basis.

Section 17. Temporary Transfers. The Employer reserves the right to make temporary transfers and assignments of employees from time to time to different classifications or garages as needed due to the personnel and service requirements of the Employer. An employee temporarily transferred or assigned to a different higher rated job classification shall receive the straight time regular rate of pay of the new temporary transfer job classification for all hours actually worked during the period of the temporary transfer or assignment and seniority employees within the garage where such temporary transfer or assignment occurs shall be given preference provided the seniority employee has the ability and qualifications to perform the job.

An employee who is temporarily transferred or assigned to a different location which is a greater distance from the employee's residence as compared to the employee's normal location assignment shall be allowed to report to the employee's normal location assignment at the start of the workday. An employee who is temporarily transferred or assigned to a different location which is a lesser distance from the employee's residence as compared to the employee's normal location assignment shall report to the temporary transfer or assignment location at the start of the workday.

The Employer may, at the Employer's option, require an employee who is temporarily transferred to report at the normal reporting time to the temporary assignment location and will pay to the employee the current county mileage reimbursement for the transfer for the distance between work stations.

Section 18. Transfer to Non-Bargaining Unit Position. An employee who shall be transferred to a position with the Employer on a job not within the bargaining unit covered by this Agreement shall retain seniority already accumulated in the bargaining unit covered by this Agreement, but such employee shall not continue to accumulate seniority during the time that the employee holds the job position. The Employer shall, in its sole discretion, determine the wages, hours and conditions of employment for employees in job positions not within the bargaining unit covered by this Agreement, including whether such employees may be terminated or returned back into the bargaining unit. In the event that the Employer returns an employee to the bargaining unit covered by this Agreement, the employee, as determined by the Employer, may be placed in any vacant job position for which the employee has the necessary qualifications to perform efficiently the required work or the employee may replace a less senior employee in a job position for which the employee has the necessary qualifications to perform efficiently the required work.

## ARTICLE 5

### SETTLEMENT OF DISPUTES

Section 19. Employees selected by the Union, a total of four (4) in number, to act as union representatives, shall be known as stewards. The names of employees selected as

stewards shall be certified in writing to the Employer by the local union and the individuals so certified shall constitute the Union Grievance Committee.

Section 20. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. An employee having a grievance, with or without the steward at the employee's option, shall take up the grievance or dispute with the employee's immediate supervisor within three (3) calendar days from the time of the occurrence of the events giving rise to the grievance, or within three (3) days from the time that the employee involved first knew or could have known of the facts giving rise to the complaint in situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the grievance. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) calendar days. In the event the employee discusses the grievance without his steward, the latter shall be given an opportunity to be present at the settlement of the grievance.

Step 2. If the grievance still remains unadjusted, it shall be presented by the union steward, or grievance committee, to the Engineer-Manager in writing within seven (7) days with a copy to the Commission after the response of the supervisor is due. The Engineer-Manager shall respond in writing to the presenting party with a copy of the response to the Chapter Chairman within seven (7) calendar days after his receipt of the grievance. If the matter is still unresolved, there shall be a conference upon the written demand of either party. The demand for a conference shall be made within three (3) days after the Engineer-Manager's reply; the conference shall be attended by Engineer-Manager, Commission, foreman, aggrieved employee or employees, and the grievance committee, and shall be held within three (3) days from the date of demand. If the grievance is still not resolved at such conference, it may be taken to Step 3.

Step 3. If the grievance is still unsettled, the Union may, within fifteen (15) days from the date of the conference, request the services of the Michigan Employment Relations Commission. This step shall not be considered as concluded, within the meaning of Article 6, Section 24, unless and until the Employer shall have submitted to the Union its written decision, which shall be within five (5) days after conclusion of this Step, stating its reasons for the position taken by it with respect to said grievance.

Section 21. If the grievance is still not settled by the above procedure, it may be submitted to Arbitration as provided in Article 6 of this Agreement.

Section 22. Time Limits. The time limits established in the grievance procedure in this Article of the Agreement shall be followed by the parties. If the time procedure is not followed by the Union or the employees covered by this Agreement, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step of the grievance procedure. The time limits established in the grievance procedure may be extended by mutual agreement provided it is reduced to writing and the period of extension specified.

In computing the time limits established in the grievance procedure in this Article of the Agreement, Saturday, Sunday and holidays (recognized under this Agreement) shall not be counted.

Section 23. Grievance Processing and other Joint Meetings. The Employer agrees to pay for a reasonable amount of actual working time lost by a Union grievance committee member during regularly scheduled working hours when such member is engaged in handling or processing a grievance in accordance with his proper functions as set forth in the grievance procedure established in this Agreement. Grievance committee members shall have no responsibility for grievance handling or processing outside of their designated area and employee group.

The Employer also agrees to pay for a reasonable amount of actual working time lost by a Union grievance committee member, elected officer of the Union or other employee for attendance at Joint Employer-Union meetings, if such meetings are arranged by mutual agreement during regularly scheduled working hours.

## ARTICLE 6

### ARBITRATION

Section 24. Arbitration Request and Selection of Arbitrator. In the event that any grievance or dispute growing out of the interpretation or application of this Agreement as written is not settled through the grievance procedure established in Article 5 of this Agreement, the Union may request arbitration of such unresolved grievance by giving written notice to the Commission's Engineer-Manager of the Union's intent to arbitrate within thirty (30) days following receipt of the Employer's written answer in Step 3 of the grievance procedure. If no written notice of intent to arbitrate is given to the Commission's Engineer-Manager within the thirty (30) day time period, the grievance shall be considered settled.

After a grievance is properly referred to arbitration as set forth in this Section, the parties shall attempt as soon as reasonably convenient to select an arbitrator. If no such arbitrator can be selected by mutual agreement, the grievance may be submitted to one (1) arbitrator chosen by mutual agreement from a panel of seven (7) arbitrators obtained from

the Federal Mediation and Conciliation Service. If the parties are unable to mutually agree upon an arbitrator from the panel, the arbitrator shall be selected by each party alternately striking a name from the panel of arbitrators with the remaining name serving as the arbitrator.

Section 25. All such requests by the Union for arbitration shall be in writing by registered or certified mail addressed to the Commission's Engineer-Manager and shall state the precise issue to be decided, the specific portions of this Agreement which are claimed to have been violated and the basis on which such violations are claimed. If not so requested by the Union within the said thirty (30) days time period, the matter shall be considered settled.

Section 26. Not more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual agreement of the parties.

Section 27. After designation of the arbitrator, a hearing shall be held as soon as practicable and the arbitrator shall issue an opinion and award in accordance with this Agreement as written, which if within the arbitrator's jurisdiction, shall be final and binding on the Union, Employer and employees.

Section 28. The fee of the Arbitrator, his travel expenses and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing on behalf of a party shall be borne by the party incurring them.

Section 29. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he have power to establish or change any classification or wage rate, to rule on any claim for money or benefits arising under an Insurance Policy or Retirement claim or dispute, or to rule on any matter covered by any State or Federal Statute. Any other dispute arising out of, or relating to the interpretation of proper application of this Agreement, based upon a grievance of any employee alleging violation thereof, shall be deemed arbitrable hereunder.

Section 30. No award involving wages due any grievant shall be made retroactive for more than thirty (30) days prior to the date the grievance was submitted in writing.

Section 31. No Strike Clause. The Union agrees that during the term of this Agreement, neither it nor its officers, representatives, committee persons, stewards, members, nor employees covered by this Agreement, will for any reason, directly or indirectly call, sanction, support, counsel, encourage or engage in any strike, walk-out, slow down, sit down, stay-in, stay away, boycott of a primary or secondary nature, refusal to perform assigned work, limitation or withholding of work, picketing, or any other activities that may result in any curtailment of work or services performed or provided by the

Employer or that may result in interference in any manner with the operations of the Employer and the services provided by the Employer. The Union further agrees that it will actively oppose and discourage any such action on the part of individual employees and will not support them in any violation of this Section, or oppose their discipline or discharge for doing so. The Employer agrees that during the term of this Agreement it will not establish a lock-out of the employees covered by this Agreement.

This Section of the Agreement is in addition to the statutory provisions of Act No. 336, State of Michigan, Public Acts of 1947, as amended, which prohibit strikes and related action interfering with the normal operations and services of the Employer and the full and proper performance of job duties by employees.

## ARTICLE 7

### LEAVES OF ABSENCE

Section 32. Eligibility Requirements. Employees shall be eligible for leaves of absence as provided in this Article, after one year of service with the Employer.

Section 33. Application for Leave.

(a) Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

(b) A request for unpaid leave of absence shall be acted upon by the Commission at its next scheduled meeting and its answer to the request shall be furnished to the employee by his immediate supervisor in writing.

(c) In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was granted, provided that the returning employee presently has the skill, ability, experience and training necessary to perform efficiently the available required work. In the event that the returning employee does not presently have the skill, ability, experience and training necessary to perform efficiently the available required work, then the returning employee shall be assigned to another job position for which the returning employee presently has the skill, ability, experience and training necessary to perform efficiently the available required work; provided, however, that the returning employee has more seniority than an employee who may be replaced by the assignment.

(d) Benefit Accumulation or Accrual. There shall be no accumulation of any benefits and no accrual or earning of credits toward any benefits (such as vacation and sick leave) during the period of time that an employee is on any type of layoff, leave of absence or disability.

Section 34. Paid Leaves.

(a) Family Death. Upon request, an employee will be granted a leave of absence for up to a maximum of three (3) consecutive regularly scheduled working days immediately following the date of death of a member of the employee's immediate family and the employee shall receive pay for the employee's scheduled working days missed during this period of time. The maximum three (3) consecutive regularly scheduled working days leave of absence is for the purpose of the employee attending the funeral and attending to household adjustment. The maximum of three (3) consecutive regularly scheduled working days for which an employee may request and receive a leave of absence may include the date of death. Immediate family shall be defined as spouse, parent, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandparents of employee's current spouse, or any blood relative PERMANENTLY residing in the employee's household. An employee granted a leave of absence under this subsection shall receive pay in an amount equal to what the employee would have earned by working the employee's scheduled straight time hours at the employee's straight time regular rate of pay on the days for which paid leave is granted.

(b) Jury Duty. An employee who is summoned and reports for jury duty shall be granted a jury duty leave of absence with pay for such period. An employee granted a leave of absence under this Section and who reports for jury duty on a day the employee is otherwise scheduled to work shall be paid for each day spent performing jury duty in an amount equal to the difference between the employee's straight time regular rate of pay for up to the number of straight time hours the employee was otherwise scheduled to work and the amount paid by the Court as a daily jury fee. In order to receive payment under this Section an employee must submit to the Employer as far in advance as possible the jury duty summons and the employee must furnish satisfactory evidence that jury duty was performed at the summons of the Court for the days the employee claims jury duty pay, together with evidence regarding the amount of jury duty pay received from the Court.

(c) Civic Duty. Employees required to appear before a court or other public body on any matter in which they are not personally involved (as plaintiff or defendant) shall be paid for each day the employee is involved in such appearance in an amount equal to the difference, if any, between the employee's straight time regular rate of pay for up to the number of straight time hours the employee was otherwise scheduled to work and the amount of compensation paid to the employee for such appearance. In order to receive payment under this Section an employee



must submit to the Employer as far in advance as possible the appearance request and the employee must furnish satisfactory evidence that such appearance service was performed pursuant to such request for the day or days the employee claims pay, together with evidence regarding the amount of compensation received for such appearance.

(d) Hours paid but unworked for jury duty and civic duty under sub-sections (b) and (c) of this Section shall not be considered as hours worked for computing overtime pay under the provisions of this Agreement.

### Section 35. Unpaid Leaves.

(a) Civic Duty. Employees elected or appointed to any political, governmental or civic position who request a leave of absence to perform their civic duty shall be granted a leave without pay for the period necessary to fulfill these responsibilities for one term of office.

(b) Union Business. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union be granted a leave of absence without pay. The leave of absence shall not exceed two (2) years.

(c) Union Activity. Members of the Union selected by the Union to participate in any other Union activity such as Union Conventions or Educational Conferences but not including organizational or picketing activities elsewhere, and not to exceed three at any one time, shall be granted reasonable leaves of absence without pay which do not unduly interfere with the Employer's operations, at the written request of the Union stating the purpose of the leave and its duration. The Union shall not request repeated short term leaves, and leaves granted hereunder shall not exceed one month.

(d) Military Service. Any employee who is a member of the reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend the training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence without pay during the period of such activity. Any employee who enters the active service of the armed forces of the United States while in the service of the Employer, shall be granted a leave of absence without pay for the period of military service.

An employee receiving a leave of absence under this Section shall be eligible for employment reinstatement in accordance with the requirements of the applicable Federal or State statutes.

(e) General Leaves. The Commission may in its discretion grant leaves without pay to employees upon proper application for any other reason that it deems meritorious for such periods of time as the Commission shall deem appropriate.

## ARTICLE 8

### SICK LEAVE

Section 36. All employees covered by this Agreement shall earn one (1) day sick leave per month, not to exceed twelve (12) days per year. Sick days shall not be earned during periods of non-paid leaves of absence or periods of layoff. Sick leave may be accumulated up to a maximum of 125 days. Sick leave will be paid only for actual illness or injury. On return from sick leave, an employee may be required to furnish a doctor's certificate as to the nature and duration of his illness, and will be required to execute an affidavit setting forth the nature of his illness or injury. Falsification of such affidavit shall be cause for discharge.

(a) If it is hereafter determined that such payments are legal, the Employer will thereafter pay for unused sick leave days accumulated by any employee in the event of his/her death or retirement according to the following schedule.

50% from 0 to 250 hours  
75% from 251 to 500 hours  
100% from 501 to 1000 hours

Employees who voluntarily quit under honorable conditions with at least fourteen (14) days advance written notice to the Employer shall be eligible to receive a payout at 50% of unused sick leave days accumulated.

Section 37. If the illness or injury shall be compensable under the Michigan State Worker's Compensation Act, such employee may use any paid sick leave which has accumulated and has been credited to him to augment his worker's compensation payments. For each day of absence, the employee will be entitled to use an amount from his unused paid sick day accumulation sufficient to make up the difference between the worker's compensation benefits received and his normal weekly salary after appropriate legal deductions.

Section 38. Benefit Accumulation or Accrual. There shall be no accumulation of any benefits and no accrual or earning of credits toward any benefits (such as vacation and sick

leave) during the period of time that an employee is on any type of layoff, leave of absence or disability.

Section 39. Sick leave may be used in the event of illness or injury in his immediate family which necessitates his absence from work, where such relatives are living in and, with the exception of spouse, confined to the employee's household. Immediate family shall include the employee's spouse, children, parents, or foster parents, and parents-in-law, or other relatives living in the same household. Sick leave may also be used for appointments with doctors, dentists, or other recognized practitioners, as well as illness not requiring medical attention.

## ARTICLE 9

### DISCIPLINE AND DISCHARGE

Section 40. Discipline. Disciplinary action or measures shall include only the following:

- (a) Oral reprimand, or
- (b) Written reprimand, or
- (c) Written reprimand and suspension, or
- (d) Discharge.

Any disciplinary action or measure imposed on an employee may be processed as a grievance through the regular grievance procedure.

Section 41. Discharge.

(a) The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels that there is just cause for discharge, the employee involved will be suspended without pay for five (5) days. The employee and his steward will be notified in writing that the employee has been suspended and is subject to discharge.

(b) The Union shall have the right to take up the suspension and/or discharge as a grievance at Step 2 of the grievance procedure; and the matter shall be handled in accordance with this procedure and may be submitted to arbitration if deemed necessary by the Union.

(c) Any employee found to be unjustly suspended or discharged shall be given appropriate relief up to and including reinstatement and/or other rights such as back pay.

## ARTICLE 10

### HOURS OF WORK

Section 42. Regular Hours. The regular hours of work each day shall be consecutive except that they may be interrupted by one-half hour lunch period.

Section 43. The workweek shall consist of five consecutive 8-hour days.

Section 44. Work Day. The hours specified above shall constitute the regular workday interrupted by one-half hour lunch period within the 24-hour period beginning at midnight.

Section 45. Work Shift. The consecutive hours as specified in Section 43 shall constitute a work shift. All employees shall be scheduled to work on a regular shift and each work shift shall have a regular starting and quitting time.

Section 46. Work Schedule.

(a) Work schedules showing the employees' shifts, work days and hours shall be posted on all department bulletin boards at all times.

(b) Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Negotiations Committee and the Employer. It is provided, however, that during the months of December 1st through March 1st of each year, it is agreed that the Employer may adjust employee work schedules up to two (2) hours earlier or later than the posted work schedule, provided ten (10) hours notice is given to the employees affected.

(c) In an emergency situation, the work force is at the disposal of the Employer without limitation of the posted work schedule.

Section 47. Watchmen and Highway Patrol Shift.

(a) The Employer may designate from time to time employees to work the watchman shift and the highway patrol shift. The Employer agrees to make a good faith effort to select employees for the highway patrol shift by soliciting volunteers from among those employees who are qualified. If qualified volunteers cannot be obtained, the highway patrol shift shall be assigned by the Employer on the basis of

inverse seniority from among those employees (except employees in the Mechanic job classification) who are qualified at the location where patrols are needed.

(b) Employees working the above shifts shall be paid their regular rate as per their classification.

(c) Employees working the above shift shall be allowed the regular rest periods granted in Article 11, in addition they shall be allowed a half hour lunch period when lunch period shall be paid for.

(d) Employees working the night patrol shift shall be paid a night shift premium of 50¢ per hour above the employee's regular hourly rate. The night shift patrol hours for which the premium applies shall be as defined and identified by the state of Michigan.

#### ARTICLE 11

#### REST PERIODS

Section 48. All employees' work schedules shall provide for 15 minute rest periods during each one-half shift. The rest period shall be scheduled by the foreman and shall be scheduled at the middle of each one-half shift whenever this is feasible.

Section 49. Employees who for any reason work beyond their regular quitting time into the next shift, shall be granted the regular rest periods that may occur during the shift.

#### ARTICLE 12

#### MEAL PERIODS

Section 50. All employees shall be granted a lunch period of one-half hour during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

Section 51. The Employer shall furnish a meal to any employee who is requested to and does work three hours before and consecutively with his regular starting time. The Employer shall furnish a meal to any employee who is requested to and does work three hours beyond and consecutively with his regular quitting time. The employee shall be furnished additional meals every four hours thereafter while he continues to work. Employees who are called in to work on unscheduled work days shall be furnished a meal when the work shift exceeds eight (8) hours. The employee shall be furnished additional meals every four (4) hours thereafter while he continues to work.

Section 52. In the event the Employer is unable to furnish meals, the employee shall be granted time off to eat, and the Employer shall compensate the employee with an additional \$5.00 in lieu of furnishing such meal.

### ARTICLE 13

#### CLEAN-UP TIME

Section 53. All employees will be allowed a reasonable clean-up period prior to the end of work shifts.

Section 54. Work schedules shall be arranged so employees may take advantage of this provision; the Employer shall make the required facilities available.

### ARTICLE 14

#### HOLIDAYS

Section 55. Holidays recognized and observed:

(a) The following days shall be recognized and observed as paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, Good Friday, and Day before Christmas Day.

(b) Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

(c) Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 56. Eligibility Requirements. Employees shall be eligible for holiday pay under the following conditions:

(a) The employee must have completed his probationary period as of the date of the holiday; and

(b) The employee would have been scheduled to work such day if it had not been observed as a holiday unless the employee is on vacation, lay-off, sick leave or funeral leave as defined herein; and

(c) The employee worked the regularly scheduled hours on the Employer's scheduled day before the holiday and on the Employer's first scheduled day after the holiday unless he is otherwise excused by the Employer; and

(d) If the holiday is observed on an employee's scheduled day off for a vacation, he shall be paid for the unworked holiday; and

(e) Employees who have established seniority, but who are on inactive status due to lay-off or sick leave that commenced not more than thirty (30) days prior to the week in which the next succeeding holiday occurs, shall receive pay for such holiday; and

(f) An employee who is scheduled to work on a holiday or who otherwise agrees to work on a holiday but fails to report and work the scheduled hours shall not be entitled to holiday pay unless he is otherwise excused for a reason satisfactory to the Employer.

Section 57. Holiday Pay. Full-time employees with seniority who perform no work on a holiday shall receive eight (8) hours pay at their straight time regular rate of pay provided the employee is eligible under the conditions established in this Agreement. Employees who are normally scheduled for less than eight (8) hours, shall be paid for the number of hours that they are normally scheduled for at their straight time regular rate of pay.

Section 58. Holiday Work. If an employee works on any of the holidays listed above, he shall be paid time and one-half for all hours worked, in addition to his holiday pay, except for Thanksgiving Day, Christmas Day and New Year's Day for which he shall be paid double time for all hours worked, in addition to his holiday pay.

Section 59. Holiday hours for overtime purposes. A holiday shall be considered a day worked in computing overtime.

## ARTICLE 15

### VACATION

Section 60. Vacation shall be granted for the purpose of allowing an employee to leave his duties for rest and relaxation in order that he may serve the Commission more effectively throughout the balance of the year. Regular employees shall be granted vacation,

at the current rate of pay at the time of their vacation, in accordance with the following schedules:

Seniority for determination of eligibility for vacation will commence on January 1, following the date of employment and all new hires shall accumulate vacation time during their first partial year of employment according to the following schedule:

(a) <u>EMPLOYED BEFORE:</u>	<u>PAID VACATION DAYS GRANTED AFTER FOLLOWING JANUARY 1ST*</u>
March 15	4
June 30	3
September 15	2
October 31	1
After October 31	0

\*Such vacation shall be granted during the calendar year following the first January after employment.

(b) Employees Hired On or Before October 23, 1997. The following vacation benefit schedule shall be applicable to employees hired on or before October 23, 1997:

<u>Full Years of Service to be Completed in the Upcoming Calendar Year</u>	<u>Paid Vacation Leave</u>
At least 3 years but less than 10 years	15 days
At least 10 years but less than 15 years	18 days
At least 15 years but less than 16 years	19 days
At least 16 years but less than 17 years	20 days
At least 17 years but less than 18 years	21 days
At least 18 years but less than 20 years	22 days
At least 20 years but less than 22 years	23 days
At least 22 years but less than 24 years	24 days
24 or more years	25 days



(c) Employees Hired After October 23, 1997. The following vacation benefit schedule shall be applicable to employees hired after October 23, 1997:

<u>Seniority Required as of January 1st Eligibility Date</u>	<u>Paid Vacation Leave</u>
At least 1 year but less than 3 years	5 days
At least 3 years but less than 6 years	10 days
At least 6 years but less than 10 years	15 days
At least 10 years but less than 15 years	18 days
At least 15 years but less than 16 years	19 days
At least 16 years but less than 17 years	20 days
At least 17 years but less than 18 years	21 days
At least 18 years but less than 20 years	22 days
At least 20 years but less than 22 years	23 days
At least 22 years but less than 24 years	24 days
24 or more years	25 days

Section 61. Employees who have earned a vacation benefit during one calendar year and who wish to schedule earned vacation time off may schedule time off for vacation during the next calendar year upon proper advance notice and subject to the terms and conditions set forth in this Section. A maximum five (5) days of unused vacation leave earned may be accumulated and carried over into the next calendar vacation year and if not used, this five (5) days may be carried over into subsequent calendar vacation years. At no

time may the total amount of an employee's accumulated and carried-over vacation leave exceed five (5) days.

Up to ten (10) days of any unused vacation leave remaining at the close of the current calendar vacation year shall be cashed out and paid to the employee by the Employer at the rate of pay in effect at the time the vacation leave was earned. Such payment shall be made by the close of the current calendar vacation year. Any unused vacation leave remaining after the close of the current calendar year which is in excess of the ten (10) days subject to being cashed-out by the Employer and which is in excess of the five (5) days which an employee may elect to carry over into subsequent calendar vacation years shall be lost and may not be cashed-out or used. If an employee intends to carry over and/or cash-out unused vacation leave, the employee must notify the Employer no later than December 10th of that current year.

All vacation leave is subject to approval in advance by the employee's supervisor and no vacation leave will be allowed from December 1 to April 1 of each calendar year without the prior approval of the County Board of Road Commissioners, provided however, that during this period of time up to a maximum of five (5) days vacation leave is subject to only the advance approval of the employee's supervisor.

The provisions of this Section shall be initially effective and applicable starting with vacation time off which has been earned during the January 1, 1996, through December 31, 1996, calendar vacation year and which is eligible to be taken by the employee sometime during the January 1, 1997, through December 31, 1997, calendar vacation year.

Section 62. Eligibility for vacation benefit is conditioned in part on an employee reaching the vacation year eligibility date as set forth in this Agreement and, therefore, employees who quit voluntarily without submitting at least fourteen (14) days advance notice of resignation prior to reaching the current vacation year eligibility date will not be eligible for any vacation pay on any basis for the current vacation year. An employee who quits voluntarily and submits at least fourteen (14) days advance notice of resignation or an employee who terminates for some other reason, shall be entitled to receive vacation pay for the current vacation year on a pro-rata basis of one-twelfth (1/12th) of vacation pay the employee's seniority entitles him to for each full month during the current vacation year prior to resignation.

Vacation benefit not taken, but already earned and accumulated by an employee from the prior vacation year, shall be paid to an employee upon termination of employment and in the case of termination due to death, such prior year's earned and accumulated vacation benefit shall be paid to the deceased employee's dependents.

Section 63. Vacation time taken shall be considered as time worked in computing overtime.

## ARTICLE 16

### WAGES

#### Section 64. Wage Schedule.

(a) Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix "A." The attached wage schedule shall be considered a part of this Agreement.

(b) When any position not listed on the wage schedule is established in the bargaining unit covered by this Agreement, the Employer may designate a job classification and rate structure for the position. In the event that the Union does not agree that the rate of pay is reasonable, it shall notify the Employer by filing a grievance at Step 2 of the grievance procedure within five (5) calendar days after the receipt of the notice to the Chapter President or other Employee-Officer of the Union, of the establishment of the rate structure on the new classification.

Section 65. Pay Period. The salaries and wages of employees shall be paid bi-weekly, on Thursday of the appropriate week. In the event this day is a holiday, the preceding day shall be the payday.

## ARTICLE 17

### OVERTIME

Section 66. All work performed by an employee in excess of eight (8) hours in any work day or in excess of forty (40) hours in any work week shall be paid at the rate of one and one-half (1-1/2) times his regular straight time hourly rate. All work performed by an employee on Easter Sunday shall be paid at the rate of double times his regular straight time hourly rate.

(a) For the purpose of computing overtime pay, the workweek shall begin at 12:01 a.m. Sunday and end at 11:59 p.m. Saturday.

(b) No overtime hour upon which overtime has been computed on a daily basis shall be taken into account in computing overtime on a weekly basis, or vice versa.

(c) Overtime will roll back to 0 on January 1st of each year.

Section 67. Distribution of Overtime.

(a) Whenever possible, scheduled overtime opportunities shall be rotated as equitably as possible among employees with seniority in the same classification within the same garage. For purposes of distribution on a reasonably equitable basis, when a qualified employee actually works overtime hours, such employee shall be charged with the amount of overtime work hours involved. For purposes of distribution on a reasonably equitable basis, when a qualified employee is offered overtime work and does not accept, such employee shall be charged with the amount of overtime work involved which the employee would have worked. Employees transferred to a classification and new hires to a classification shall be charged with the average overtime work hours charged to all employees in the classification within the same garage. Questions regarding overtime work equalization shall be discussed by the parties as they arise, and if a remedy is appropriate, such remedy shall be limited to balancing.

(b) A record of the overtime hours worked by each employee shall be posted each pay period. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification required who has the least number of overtime hours to his credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. When an overtime list is posted under this subsection, the one immediately preceding it will remain on the board until the next list is posted.

Section 68. It is understood and agreed that all employees are expected to work overtime when requested by the Employer. Overtime work may not be declined by an employee unless good cause is shown which is acceptable to the Employer.

In the event an employee declines overtime work for good cause which is acceptable to the Employer or in the event an employee could not be contacted, then such employees shall be charged for purposes of equal distribution, as if they had worked the overtime.

ARTICLE 18

REPORTING TIME

Section 69. Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned to at least two hours of work.

Section 70. If work is not available, the employee shall be excused from duty and paid, at his regular rate, for two hours' work at the appropriate rate – straight time or overtime – whichever is applicable.

Section 71. When an employee reports for and starts to work as scheduled, and is excused from duty before completing two hours work, the employee shall be paid, at his regular rate, for two hours work at the appropriate rate – straight time or overtime – whichever is applicable.

## ARTICLE 19

### CALL TIME

Section 72. Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of four hours.

Section 73. If the call time work assignment overlaps with the beginning of the employee's regular shift, the employee may request to be relieved at the end of eight (8) continuous hours. If the request is granted, he shall waive his right to overtime pay in accordance with Article 17 - Overtime. However, the Employer may require him to remain on duty for adequate service to the Public, not to exceed twelve (12) continuous hours. No employee shall be sent home during his regular shift to avoid the payment of overtime, except when mutually agreed, or where he will have worked more than sixteen (16) hours in a twenty-four (24) hour period.

## ARTICLE 20

### HEALTH AND WELFARE

Section 74. Hospitalization Insurance. During the term of this Agreement, the Employer agrees to make available to all eligible full-time nonprobationary employees who elect to participate, a group insurance program covering certain hospitalization, surgical and medical expenses, including coverage for eligible dependents. The current insurance program benefit coverage is identified as Blue Cross - Blue Shield Community Blue PPO Basic Preferred Prescription Drugs (\$10.00 Co-Pay), Dental 25/50/50 \$1,000 with Ortho. The insurance program shall be on a voluntary basis for eligible employees. The Employer reserves the right to select any insurance carrier or carriers, provided benefit levels remain substantially equivalent.

The Employer agrees to contribute one hundred percent (100%) of the required cost of the insurance program for eligible employees who elect to participate in the insurance

program. The Employer's obligation for payment of the Employer's share of the required cost of the insurance program becomes effective the first full policy premium month following completion of the eligible employee's probationary period. For employees on medical leave of absence, the Employer agrees to continue payment of the required cost of the medical insurance benefit program for a period of six (6) months following the time that the employee's paid sick leave is exhausted. Specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program or issued by the carrier or carriers.

Section 75. Dental Insurance. During the term of this Agreement, the Employer agrees to make available a group dental insurance benefit program, approved by the Employer, for eligible full time nonprobationary employees who elect to participate covering certain dental expenses for employee-only coverage and for eligible dependent coverage. The required cost of providing the group dental insurance benefit program shall be paid in full by the Employer. Employees become eligible to participate in the group dental insurance benefit program in accordance with the carrier's provisions or the terms of the benefit program. Specific terms and conditions governing the group dental insurance benefit program are set forth in the master policy or policies governing the program or issued by the insurance carrier or carriers. The Employer reserves the right to determine the method of providing the group dental insurance benefit program, including the selection of any insurance carrier or carriers, provided the benefit levels remain substantially equivalent.

Section 76. Long Term Disability Insurance. The Employer agrees to make available a long term disability benefit program, approved by the Employer, for eligible full time nonprobationary employees. The required cost of providing the long term disability benefit program shall be paid in full by the Employer. Specific terms and conditions governing the long term disability benefit program are set forth in the master policy or policies governing the program or issued by the insurance carrier or carriers. The Employer reserves the right to determine the method of providing the long term disability benefit program, including the selection of any insurance carrier or carriers, provided the benefit levels remain substantially equivalent.

Section 77. Worker's Compensation. Each employee will be covered by Worker's Compensation coverage in accordance with applicable laws.

Section 78. Life Insurance and Accidental Death and Dismemberment Insurance. During the term of this Agreement, the Employer agrees to continue to make available a group life insurance and accidental death and dismemberment insurance benefit program, approved by the Employer, in the amount of Ten Thousand Dollars (\$10,000) for eligible full time nonprobationary employees who elect to participate. The required cost of providing the group life insurance and accidental death and dismemberment insurance benefit program shall be paid in full by the Employer. Employees become eligible to

participate in the group benefit program in accordance with the carrier's provisions or the terms of the benefit program. Specific terms and conditions governing the group benefit issued by the insurance carrier or carriers. The Employer reserves the right to determine the method of providing the group benefit program, including the selection of any insurance carrier or carriers, provided the benefit levels remain substantially equivalent.

Section 79. Retirement.

- (a) The Employer will provide MERS Retirement Programs B-3, with F-55 (25 years), Factor 3, as per provisions of Public Act No. 135 of 1945 (Michigan Municipal Employees Retirement System). Integrated with the appropriate sections of the Federal Old Age and Survivors Insurance Cat. Effective March 10, 1997, the Employer will add and provide Benefit Rider E-2 at the Employer's cost.
- (b) The employees shall pay 2% of their wage toward retirement.
- (c) Employees who attain the age of 70 and are eligible for Social Security must retire from the employment with the Employer, except that such time of retirement may be extended for the purpose of allowing an employee to accumulate enough time so as to receive retirement benefits, provided that such extension does not exceed one (1) year past age 70.
- (d) The Employer agrees to pay the medical insurance premiums for retired employees and spouse, upon retirement. The employee must have at least ten (10) years of service in the Retirement System (MERS) in order to be eligible to receive this benefit. Survivors option in force.

ARTICLE 21

GENERAL

Section 80. Pledge Against Discrimination.

- (a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.
- (b) All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

Section 81. Union Bulletin Boards. The Employer agrees to furnish suitable bulletin boards in convenient places in each work area to be used by the Union.

Section 82. Visits By Union Representatives. The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, Michigan Council #25, or international representatives, shall have access to the premises of the Employer at any time during working hours to conduct union business which does not interfere with the Employer's operations, after notifying the office.

Section 83. Paid Personal Day. All employees who have seniority shall be entitled to receive three (3) paid personal days for use each contract year. The pay for a personal day shall be equal to the employee's straight time regular rate of pay for up to the number of straight time hours the employee was otherwise scheduled to work. A paid personal day shall be scheduled in advance by mutual agreement between the employee and the Employer, taking into consideration the personnel and service requirements of the Employer and the efficiency of operations, provided however that the advance scheduling requirement shall not apply in emergency situations.

(a) Employees hired before April 1st will receive three (3) personal days for that calendar year. Employees hired between April 1st and August 1st will receive two (2) personal days for that calendar year. Employees hired between August 1st and November 1st will receive one (1) personal day for that calendar year. Employees hired after November 1st will not be awarded personal days until the next year.

Section 84. Work Rules. The Employer reserves the right to establish and publish from time to time reasonable rules and regulations which it shall deem proper to govern the conduct of its employees, including safety rules and regulations, general personnel policies and procedures and requirements regarding tools and equipment. The Employer also reserves the right to establish and publish changes and modifications from time to time regarding such rules, regulations, general personnel policies and procedures and tool and equipment requirements.

Any changes in rules and regulations established by the Employer following the effective date of this Agreement under which employees may be subject to possible disciplinary action shall be published by the Employer either through posting on the bulletin boards or through some other method and shall not be effective for at least ten (10) days following such publication. It is provided, however, that this ten (10) day period of time prior to which such changes are to be effective shall not apply to rules and regulations which the Employer is required to make immediately effective due to requirements of federal and/or state law or due to safety or health considerations.

Section 85. Uniform and Protective Clothing. If any employee is required to wear a uniform, protective clothing or any type of protective or safety device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the



employee by the Employer; the cost of maintaining the uniform or protective clothing in proper condition, including laundering, shall be paid by the Employer.

(a) Mechanics will be furnished, at the Employer's expense, with five (5) changes per week of either (1) coveralls or (2) shirt and pants, but not both.

(b) Each employee shall receive one (1) set of coveralls per calendar year.

(c) In the event that the Employer replaces uniforms, protective clothing or safety devices, the employee shall turn over to the Employer as a condition of receiving a replacement the damaged, defective or worn uniform, protective clothing or safety device. An employee shall turn in upon employment termination, all uniforms, protective clothing and safety devices issued to the employee during the term of the employee's employment with the Employer.

(d) Safety Footwear. The Employer agrees to reimburse an employee for the cost of safety rated footwear up to a maximum of \$75.00 in accordance with the terms and conditions set forth in this subsection. The Employer's safety footwear reimbursement shall be available for the first purchase of such footwear and thereafter only upon an employee's written request for replacement due to normal deterioration or accidental damage and only if the request is approved by the Employer. An employee may not submit a request for safety footwear reimbursement more than once per contract year. In order to be eligible for the safety footwear reimbursement an employee must submit to the Employer the proper purchase receipt and under no circumstances shall reimbursement be given without this receipt.

(e) Safety Eye Glasses. The Employer agrees to reimburse an employee for the cost of OSHA approved prescription glasses with safety lenses up to a maximum of \$150.00 in accordance with the terms and conditions set forth in this subsection. The Employer's safety glasses reimbursement shall be available for OSHA approved replacement glasses upon an employee's written request for replacement due to normal deterioration or accidental damage and only if the request is approved by the Employer. An employee may not submit a request for safety glasses reimbursement more than once per contract year. Safety glasses may be obtained either through the Soderberg program or through another source selected by the employee. If the safety glasses are obtained through the Soderberg program, the Employer will initially pay the total cost directly to Soderberg and any amount in excess of the \$150.00 safety glasses reimbursement shall be paid back to the Employer by the employee through payroll deduction. If the safety glasses are obtained through a source other than the Soderberg program, then in order to be eligible for the safety glasses reimbursement an employee must submit to the Employer the proper purchase receipt and under no circumstances shall reimbursement be given without this receipt.

Section 86. Supplemental Agreements. It is the intent of the parties hereto, that the provisions of this Agreement supersede all prior agreements and understandings, oral or written, expressed or implied between such parties and shall govern their entire relationship and shall be the sole source of any and all rights and claims which may be asserted in arbitration hereunder or otherwise. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity are set forth in this Agreement. Therefore the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Provided, however, that if the parties shall hereafter mutually agree to vary this Agreement by a supplemental agreement, the same shall be approved or rejected by the Cheboygan County Road Commission Chapter of Local #1325 within a period of twenty (20) days following the date the representatives of the parties agree on the same.

Section 87. Field Foremen will not, as a general continuing practice, perform work of the kind performed by the men under them, and no employee is to be laid off or displaced due to such foremen working, but this does not preclude such foremen from doing such work where unforeseen circumstances arise, or for the purposes of instruction. Displacement means that a man is sent home for part or all of his scheduled work period as a consequence of a Field Foreman performing non-supervisory work. This Section does not apply to the Shop Foreman.

Section 88. Motor Vehicles. Employees working in job classifications involving the operation of motor vehicles must have and maintain at all times a currently effective and valid state of Michigan driver's license as a condition of continued employment with the Employer. In addition, all employees working in skilled job classifications on March 11, 1997, must obtain and maintain at all times a currently effective and valid Commercial Drivers License (CDL) with an A endorsement as a condition of continued employment with the Employer. For such employees the CDL and A endorsement must be obtained no later than March 11, 2000. Employees newly hired into or transferring into skilled job classifications sometime after March 11, 1997, will be required as a condition of continued employment to obtain and maintain at all times a currently effective and valid Commercial Drivers License (CDL) with an A endorsement and such employees must obtain the CDL and A endorsement within the period of time established by the Employer.

Section 89. State or Federally Funded Employees. Notwithstanding any other provision of this Agreement, employees hired by the Employer on or after October 1, 1978, whose jobs are funded either entirely or in part by State or Federally funded programs shall

be either laid off or terminated when the funding for their position is not renewed or ceases. The Employer shall, within its sole discretion have the right to determine whether to employ such laid off or terminated employees on the regular full time employment payroll, including on what basis.

Section 90. Longevity Benefit. Upon completion of at least sixty (60) working days of continuous working experience with the Employer as of December 1st, each full time employee who is on the Employer's active employment payroll on December 1st, shall be eligible for an annual longevity benefit payment. Eligible employees who quit their employment with the Employer or who otherwise experience an employment termination (other than retirement) prior to reaching December 1st shall not be entitled to any longevity benefit for the current year. Eligible employees who retire prior to reaching December 1st shall be entitled to a longevity benefit prorated on a monthly basis for the final year. The longevity benefit payment shall be a lump sum annual payment to eligible employees and shall be paid by separate check during the first (1st) pay period of December. The amount of the annual longevity benefit payment for eligible employees shall be in accordance with the following schedule.

<u>Years of Continuous Working Experience Required</u>	<u>Annual Benefit Payment</u>
0- 4 Years	\$ 25
5- 9 Years	\$100 + \$10 per year over 5 years
10-14 Years	\$150 + \$10 per year over 10 years
15-19 Years	\$200 + \$10 per year over 15 years
20-24 Years	\$250 + \$10 per year over 20 years
25 Years or More	\$300 + \$10 per year over 25 years

ARTICLE 22

MANAGEMENT RIGHTS

Section 91. Rights. The management and control of the Employer in all of its operations and activities, the determination of all matters of Employer and management policy, operation and location; the location where work will be performed; the direction of the working force, including only by way of illustration and not by way of limitation the right to hire, discipline, suspend or discharge, promote, demote, assign, transfer or layoff and recall employees, or to reduce or increase the size of the working force; to establish job classifications of work and the number of employees required and the number of hours in employee work schedules; to establish and change work schedules and to provide and assign personnel; to eliminate totally or partially or combine or otherwise revise existing job classifications; to establish new job classifications; to establish and change from time to time rules and regulations, including safety rules and regulations and to fix and determine

penalties for violations; to maintain safety, order and efficiency; to establish job descriptions as deemed desirable and satisfactory work standards; to make judgments as to ability and skill; to determine the nature and number of departments to be operated; to discontinue totally or partially or combine or reorganize any part or all of the Employer's operations; is within the sole prerogatives of the Employer. The Employer shall be the exclusive judge of all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services, the standards of efficiency and productivity; and the methods, processes, means and materials to be used. The Employer shall have the right to continue and maintain its operations as in the past and prior to the execution of this Agreement with the Union but the Employer shall also have the right to study and use improved methods, means, equipment and outside assistance either in or outside of the Employer's County-wide operations. It is understood and the Union agrees that the Employer reserves and retains solely and exclusively all of its inherent and customary rights to manage and administer the Employer's operations in all respects and its judgment in these respects shall not be subject to challenge. It is provided, however, that these management rights shall not be exercised in violation of any specific provisions of this Agreement as written.

(a) The Employer expressly reserves the right to contract out any work or services to be performed for the Employer by other persons or companies, provided that the Employer will not contract out any work or services for the purposes of evading this Agreement or discriminating against Union members. The Employer will, consistent with governing statutes, preserve the job opportunities for the employees covered by this Agreement and to this end work which is normally performed by the bargaining unit employees, and for which the Employer has adequate equipment to perform the work, will not be contracted out at any time when there are qualified employees laid off.

## ARTICLE 23

### TERMINATION

Section 92. This Agreement shall be effective as of the 11th day of March, 1997, and shall remain in full force and effect until the 11th day of March, 2000 at 11:59 p.m. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date of termination that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the March 11, 2000 date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 93. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the March 11, 2000 date set forth in the preceding paragraph.

This contract shall include the following appendix and addendums. Appendix "A" & "B". Addendum 4-94.

CHEBOYGAN COUNTY  
ROAD COMMISSION

CHEBOYGAN COUNTY ROAD COMMISSION  
EMPLOYEES CHAPTER OF LOCAL No.  
1325, AFFILIATED WITH MICHIGAN  
COUNCIL #25 OF THE AMERICAN  
FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO  
(AFSCME)

By: *Gerald A Brown*  
Chairman, Cheboygan  
County Road Commission

By: *Joe Lallo*  
Bargaining Committee Member

By: *Robert McPherson*  
Engineer-Manager

By: *Sharon [Signature]*  
Bargaining Committee Member

By: *Elizabeth Hudson*  
Clerk

By: *Lyle Spierling*  
Bargaining Committee Member

By: *[Signature]*  
Bargaining Committee Member

By: *[Signature]*  
AFSCME Staff Representative

CHEBOYGAN COUNTY ROAD COMMISSION

APPENDIX "A"

to

AGREEMENT EFFECTIVE MARCH 11, 1997

CLASSIFICATIONS AND RATES

The following hourly pay rates for the various job classifications shall be effective on the dates indicated.

<u>Classification</u>	<u>3/11/97</u>	<u>03-11-98</u>	<u>03-11-99</u>
Heavy Truck Driver	12.08	12.53	12.93
Heavy Equipment Operator (1)	12.36	12.81	13.21
General Shop	12.52	12.97	13.37
Mechanic	12.63	13.08	13.48
Sign Technician (3)	12.08	12.53	12.93
<u>Unskilled Labor</u>			
Bridge Tender (2)	11.20	11.65	12.05
Laborer	9.85	10.30	10.70

New Hire Rate.

Newly hired employees in the above classifications shall be paid as follows:

- 50¢ per hour below hired classification.
- 25¢ per hour raise after 6 months service.
- 25¢ per hour raise after 12 months service.

- (1) Includes Front End Loader (1½ cubic yards or larger), Motor Grader, Tournapull, Bulldozer, Power Shovel, Hydraulic Excavator, Backhoe (½ cubic yards or larger), Four Wheel Drive Heavy Truck when equipped with snow wing or wrecker boom.
- (2) See Appendix "B".
- (3) Sign Technician: An employee who is classified and regularly working in the Sign Technician job classification shall be paid a premium of 50¢ per hour above the employee's regular hourly rate when actually performing sign technician work duties and responsibilities, as those duties and responsibilities are established and defined by the Employer. This add-on premium shall not apply to work time that does not involve such duties and responsibilities.

5TH WHEEL TRUCK: An employee who operates a 5th wheel truck shall be paid at the Heavy Equipment Operator rate. This rate shall only apply during the time that the employee is actually operating the 5th wheel truck.

CHEBOYGAN COUNTY ROAD COMMISSION

APPENDIX "A" - CONTINUED

CREW LEADERS:

- (a) Employees who act as permanent crew leaders shall be paid a premium of one dollar and fifty cents (\$1.50) per hour above their regular hourly rate.
- (b) Employees when temporarily acting as a Foreman or Grade Foreman or when temporarily leading a crew of 5 or more people shall be paid a premium of one dollar (\$1.00) per hour above their regular hourly rate. Employees temporarily acting in such capacity must be so designated and assigned to such duty by a full-time supervisor.
- (c) Employees when temporarily leading a crew of less than 5 people shall be paid a premium of fifty cents (50¢) per hour above their regular hourly rate. Employees temporarily acting in such capacity must be so designated and assigned to such duty by a full-time supervisor.

APPENDIX "B"

CHEBOYGAN COUNTY ROAD COMMISSION

AND

CHEBOYGAN ROAD COMMISSION EMPLOYEES'

CHAPTER OF LOCAL #1325

Michigan Council #25, AFSCME, AFL-CIO

RE: New Classification of Bridge Tender.

The parties agree to the following conditions of employment for employees assigned to shift work duty on the Cheboygan River Bascule Bridge:

1. WORK SCHEDULES:

- (a) The work schedule shall consist of 3 consecutive 8 hour shifts.  
First Shift: Morning to Afternoon  
2nd Shift: Afternoon to Late Evening  
3rd Shift: Late Evening to Morning  
Swing Shift: Relief and day off replacement on all 3 shifts.
- (b) Employee weekends are not traditional, and are to be 2 consecutive days off on a constantly, progressively changing basis, as scheduled and posted.

2. PAY RATES:

- (a) Shift Premium: 2nd Shift 15¢/hr.  
3rd Shift 25¢/hr.  
Swing Shift 35¢/hr.

- 3. Employees in a classification higher than the bridge tender temporarily assigned to the position shall be paid at their rate of pay plus shift premium pay.
- 4. The position of bridge tender may be filled by, or assigned to, skilled or unskilled personnel, and is not classified as a skilled position.
- 5. Employees with status in a skilled position shall retain all of the right of that position during any time that they are assigned to the bridge tender position, except for permanent pay rates. Any contract restrictions that apply to unskilled employees, shall not apply to such employees. Once an employee attains skilled status, such an employee's job or seniority bidding rights will not be affected by a voluntary or involuntary transfer to bridge tender.



ADDENDUM 4-94

CHEBOYGAN COUNTY ROAD COMMISSION

TO: AFSCME, Local 1325, Unit #7.

SUBJECT: Light Duty Assignment due to medical or injury problems.

It is the Policy of the Cheboygan County Road Commission to not create special light-duty positions for medical or physical reasons.

Further, it is the Commission's intent to avoid discrimination in the assignment of any employee to existing positions or work assignments that may be possibly construed as a light duty assignment.

ROBERT W. GREENWOOD  
COMMISSIONER

GERALD A. BROWN  
COMMISSIONER

JOSEPH P. CASWELL  
COMMISSIONER

## Cheboygan County Road Commission

729 North Main Street  
CHEBOYGAN, MICHIGAN 49721  
Phone: 616-627-5694  
Fax: 616-627-1018

ROBERT M. McPHERSON, P.E.  
ENGINEER/MANAGER

ELIZABETH HUDSON  
CLERK

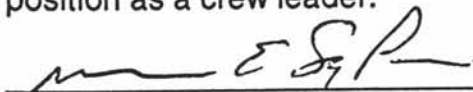
### LETTER OF UNDERSTANDING

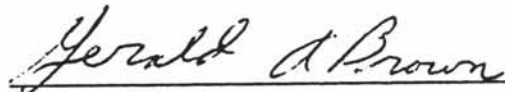
#### PERMANENT CREW LEADER APPOINTMENT

When there is an opening for a Permanent Crew Leader position all employees submitting a written resume of 100 words or less are allowed to apply for the position. If 2 or more employees are determined to be the most qualified, then the senior employee will be awarded the position.

#### TEMPORARY CREW LEADER APPOINTMENT

When there is an opening for a Temporary Crew Leader it is the intent of the Commission to fill the position with the senior qualified employee. At the time of the appointment the senior qualified employee will be asked to fill the temporary foreman's position as a crew leader.

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
CHAIRMAN

  
\_\_\_\_\_  
VICE-PRESIDENT

  
\_\_\_\_\_  
ENGINEER/MANAGER

  
\_\_\_\_\_  
SECRETARY/TREASURER

  
\_\_\_\_\_  
CHIEF STEWARD

3-6-98  
\_\_\_\_\_  
DATE

ROBERT W. GREENWOOD  
COMMISSIONER

GERALD A. BROWN  
COMMISSIONER

JOSEPH P. CASWELL  
COMMISSIONER

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ROBERT M. McPHERSON, P.E.  
ENGINEER/MANAGER

ELIZABETH HUDSON  
CLERK

### LETTER OF UNDERSTANDING

#### DRUG RIDER COPAY REIMBURSEMENT

As of January 1, 1998 the Hourly Union Unit contract is covered under the new Community Blue PPO Policy that requires a \$10.00 copay for prescription drugs. The Road Commission will reimburse \$6.00 of the copay charge to the employee from petty cash when a proper receipt is signed by the employee and presented to the Commission Clerk or if area drug stores agree to bill the Road Commission for \$6.00 then the employee will have to pay the drug store \$4.00 at the time they receive their prescription.

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
CHAIRMAN

  
\_\_\_\_\_  
VICE PRESIDENT

  
\_\_\_\_\_  
ENGINEER/MANAGER

  
\_\_\_\_\_  
SECRETARY/TREASURER

  
\_\_\_\_\_  
CHIEF STEWARD

3-16-98  
DATE

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COMMISSIONER

GERALD A. BROWN  
COMMISSIONER

JOSEPH P. CASWELL  
COMMISSIONER

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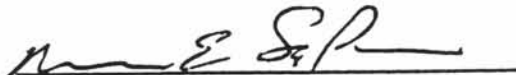
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ENGINEER/MANAGER

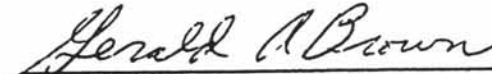
ELIZABETH HUDSON  
CLERK

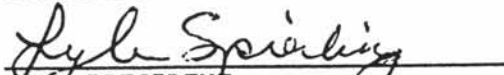
### LETTER OF UNDERSTANDING

### PROTECTIVE CLOTHING REIMBURSEMENT

Under Section 85 of the Hourly Unit Union Contract the Commission agrees to furnish standard issue protective clothing that includes coveralls. If an employee decides to purchase their own coveralls the Commission will reimburse up to \$31.00 per year upon a proper signed receipt presented to the Commission Clerk.

  
PRESIDENT

  
CHAIRMAN

  
VICE PRESIDENT

  
ENGINEER/MANAGER

  
SECRETARY/TREASURER

  
CHIEF STEWARD

3-6-98  
DATE

ROBERT W. GREENWOOD  
COMMISSIONER

GERALD A. BROWN  
COMMISSIONER

JOSEPH P. CASWELL  
COMMISSIONER

## Cheboygan County Road Commission

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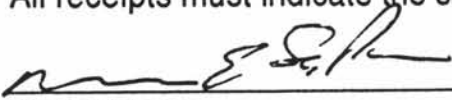
ROBERT M. McPHERSON, P.E.  
ENGINEER/MANAGER


ELIZABETH HUDSON  
CLERK


### LETTER OF UNDERSTANDING SAFETY SHOE REIMBURSEMENT

The Commission will reimburse up to \$75.00 for safety shoes purchased as agreed to under Section 85d of the Hourly Union contract. A check will be made out on March 11th for \$75.00 and placed in the vault to be issued when employee presents a signed receipt to the clerk. If the cost of the safety shoes is less than \$75.00 the employee will have to wait for reimbursement until the following pay period. The same receipt may be used the second year if the safety shoe cost was over \$75.00 to cover the balance of the original cost up to an additional \$75.00.

All receipts must indicate the shoes are approved safety toe.

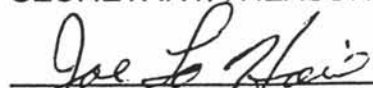
  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
CHAIRMAN

  
\_\_\_\_\_  
VICE PRESIDENT

  
\_\_\_\_\_  
ENGINEER/MANAGER

  
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SECRETARY/TREASURER

  
\_\_\_\_\_  
CHIEF STEWARD

3-6-98  
\_\_\_\_\_  
DATE