

2/28/2001

4340

AGREEMENT

Between

**BOARD OF COUNTY
ROAD COMMISSIONERS**

of the

COUNTY OF ST CLAIR

And

**ADMINISTRATIVE/TECHNICAL
ASSOCIATION**

of the

ST CLAIR COUNTY ROAD COMMISSION

St. Clair County Road Commission

**Effective: January 5, 1999
Through: February 28, 2001**

CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Introduction	2
2	Purpose and Intent	2
3	Recognition of Bargaining Unit	3
4	Management Rights	3
5	Aid to Other Unions	4
6	No Strike Clause	4
7	Administration - Union Security	4
8	Stewards and Alternate Stewards	5
9	Leave for Union Business	6
10	Negotiations	6
11	Grievance and Grievance Procedures	6
12	Special Conferences	10
13	Discipline and Discharge	11
14	Probationary and Temporary Employees	12
15	Seniority	12
16	Loss of Seniority	13
17	Promotion and Lateral Transfer	14
18	Temporary Assignments	14
19	Lay-off and Recall	15
20	Re-Employment of Military Service Veterans	16
21	Work Week and Hours	16
22	Association Bulletin Boards	17
23	Drug Free Workplace Policy	18
24	Inspection of Personnel Records	20
25	Licensure and Registration	20
26	Outside Employment	21
27	Vacation	21
28	Sick Leave	23
29	Extended Disability Benefits	25
30	Family and Medical Leave Act of 1993	26
31	Funeral Leave	28
32	Jury Duty/Subpoena	28
33	Leave Without Pay	28
34	Holiday Pay	29
35	Hospitalization	30
36	Optical Insurance Program	31
37	Dental Insurance Program	31
38	Sick/Vacation Leave in Lieu of Hospitalization	32
39	Health Insurance - Continuation Coverage (COBRA)	32
40	Life Insurance	32
41	Workers' Compensation	33
42	Duty-Connected Disability	33
43	Retirement	34
44	Deferred Compensation	35
45	Wages and Classification	36
46	Overtime Pay	38
47	Compensatory Time - Extra Compensation	38
48	Longevity Pay	39
49	General Mileage Reimbursement	41
50	Complete Agreement	41
51	Duration	41
Note 1	Letter of Understanding, Life Insurance	42

ARTICLE 1

INTRODUCTION

THIS AGREEMENT was entered into the 5 day of January, 1999 between the ST. CLAIR COUNTY ROAD COMMISSION, hereinafter referred to as the "EMPLOYER" and ST. CLAIR COUNTY ROAD COMMISSION ADMINISTRATIVE AND TECHNICAL EMPLOYEES ASSOCIATION, inclusive of Units 1, 2 and 3, hereinafter independently referred to as the "ASSOCIATION". It is understood that the headings used in this Agreement, including exhibits, are for reference only and are not meant to detract from the meaning.

ARTICLE 2

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the EMPLOYER, the Employees and the ASSOCIATION. To that end, there shall be no discrimination against any Employee because of ASSOCIATION activity, membership in the ASSOCIATION or because of acting as an officer or in any other capacity on behalf of the ASSOCIATION. To these ends, the EMPLOYER and the ASSOCIATION shall encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees under the terms of this contract.

The EMPLOYER and the ASSOCIATION shall not discriminate against any Employee because of age, sex, race, nationality, handicap, religious or political beliefs. Where appropriate in this Agreement, the specification of the masculine gender applies to the feminine, and the specification of the singular applies to the plural and vice versa.

The parties recognize that the interest of the community and the job security of the Employees depend upon the EMPLOYER'S success in establishing a proper service to the community. The ASSOCIATION and its membership pledge to promote productive and efficient standards of service to the EMPLOYER and the public. The ASSOCIATION and its Membership will encourage safety for the protection of the Employees, and together with the EMPLOYER eliminate waste and maximize efficiency in the interest of the public.

ARTICLE 3

RECOGNITION OF BARGAINING UNIT

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the EMPLOYER recognizes the ASSOCIATION as the exclusive collective bargaining representative with respect to rates of pay, wages, hours of employment and other terms and conditions of employment for all Employees included within:

- Unit 1 - Supervisor/Foreman
- Unit 2 - Department Heads
- Unit 3 - Engineers

but excluding all confidentials and all other employees.

ARTICLE 4

MANAGEMENT RIGHTS

The ASSOCIATION recognizes that management of the St. Clair County Road Commission and direction of the work force is vested exclusively in the Commission, except as limited by specific provisions of this Agreement.

Subject to the provisions of this Agreement, the EMPLOYER shall have the sole and exclusive discretion:

To manage its operations generally; to decide the number and location of facilities; to decide all machines, tools and equipment to be used; to decide the services to be provided and the manner of providing them; to decide the work to be performed; to move or remove a facility or any of its part to other areas; to decide the method and place of providing its services, including contracting or arranging for work to be done by others; to determine the schedules of work; to maintain order and efficiency in its facility and operations; to hire, lay-off, assign, transfer, promote and demote employees; to determine the qualifications of employees; to determine and redetermine job content; to determine the starting and quitting time; to determine the number of hours to be worked; to make rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order; safety and/or effective operations; to require compliance therewith by employees; to discipline and discharge employees.

ARTICLE 5

AID TO OTHER UNIONS

The EMPLOYER will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining nor make any agreement with such group or organization for the purpose of undermining the ASSOCIATION.

ARTICLE 6

NO STRIKE CLAUSE

The ASSOCIATION recognizes that strikes by public Employees are illegal and contrary to Michigan law, and may be detrimental to the public health, safety and welfare. The ASSOCIATION agrees that no strike of any kind shall be caused or sanctioned by the ASSOCIATION at any time during the life of this Agreement. The occurrence of any such act prohibited by the applicable Michigan state statutes shall be deemed a violation of this Agreement. Any Employee who commits any act legally prohibited in this Article may be subject to discharge or other disciplinary action as determined by the EMPLOYER.

ARTICLE 7

ADMINISTRATION - UNION SECURITY

A. Employees subject to this Agreement have the option to become or not become members of the ASSOCIATION. Membership notwithstanding, Employees shall be subject to the following regulations:

1. Employees who are ASSOCIATION members on the effective date of this Agreement shall unless such membership is revoked be required to continue membership during the term of this Agreement.
2. Employees who are not members of the ASSOCIATION on the effective date of this Agreement but who wish to become members, shall make application for membership and file a dues deduction authorization form within thirty (30) calendar days following the effective date of Agreement.
3. Employees hired, rehired, reinstated or transferred in to the bargaining unit after the effective date of this Agreement, shall be required as a condition of continued

employment to become members of the ASSOCIATION within thirty (30) calendar days following employment with the bargaining unit or comply with the terms of subparagraph 4.

4. Employees employed prior or subsequent to the effective date of this Agreement and who are not or do not wish to become members or continue membership in the ASSOCIATION, shall, as a condition of employment, pay the ASSOCIATION a monthly service fee toward administration of this contract in an amount that does not exceed regular ASSOCIATION membership dues and which complies with applicable law. An Employee failing to comply with this requirement shall be subject to termination of employment within thirty (30) calendar days from receipt of proper notification from the ASSOCIATION. It shall be the ASSOCIATION'S responsibility to notify the EMPLOYER in writing and request termination of employment caused upon violation of the terms aforesaid. No portion of the service fee will be used for political or nonrepresentational purposes.

B. An Employee who tenders the required dues and/or service fee, shall be deemed to have met the requirements of this Article. Any Employee who develops a sixty (60) day arrearage in payment of membership dues or service fees shall be subject to termination within thirty (30) calendar days from receipt of proper notification from the ASSOCIATION. It shall be the ASSOCIATION'S responsibility to notify the EMPLOYER in writing of an Employee arrearage and request termination of that Employee's employment.

C. The ASSOCIATION shall indemnify and save the EMPLOYER harmless against any and all claims, demands, suits or other forms of liability arising out of the EMPLOYER'S actions for the purpose of complying with the provisions of this Section or in reliance on any list, notice or assignment furnished under any such provision.

ARTICLE 8

STEWARDS AND ALTERNATE STEWARDS

A. Employees shall be represented by one (1) ASSOCIATION Steward. In the absence of the Steward, or in matters involving the Steward, an alternate Steward shall be designated.

B. Following a request to the Supervisor and pursuant to the terms of this Agreement, the Steward or alternate may investigate and present grievances during working hours and without loss of pay. The Supervisor shall grant permission as soon as possible, but in no event later than the next regularly scheduled working day.

The privilege of the Steward leaving their work during working hours without loss of time or pay is subject to the understanding the time will be devoted to proper handling of grievances and not abused. The ASSOCIATION shall provide the EMPLOYER with the name of the steward and alternate.

ARTICLE 9

LEAVE FOR UNION BUSINESS

Upon notice of not less than forty-eight (48) hours and with approval of the immediate Supervisor, ASSOCIATION officers or designees may be granted time off without pay and without loss of benefits for ASSOCIATION business not to exceed two (2) working days. Any such time which might exceed more than two (2) working days shall require the additional approval of management. The accumulative hours off for ASSOCIATION business pursuant to this provision shall not exceed 90 hours per year. If all leave pursuant to this Article is exhausted, the ASSOCIATION may request, and the EMPLOYER will fairly consider, granting additional hours. The ASSOCIATION member shall reimburse the EMPLOYER for fifty percent (50%) of the associated fringe benefit costs during such leave. For the purpose of this Article, fringe benefits shall include: hospitalization, optical, dental, life insurance, vacation and sick leave.

ARTICLE 10

NEGOTIATIONS

Beginning with the bargaining for successor contracts, not more than one member from each of the Units within the ASSOCIATION shall be paid by the EMPLOYER for the time spent in negotiations related to the St. Clair County Road Commission, and only for their regularly scheduled working hours at their regularly scheduled earned rate.

ARTICLE 11

GRIEVANCE AND GRIEVANCE PROCEDURE

Grievance as used in the Agreement is limited to a complaint or request of the Grievant which involves the interpretation or application of, or compliance with, the provisions of this Agreement.

Grievances shall be processed in accordance with the

procedures provided herein. The informal resolution of differences or grievances is encouraged at the lowest possible level of supervision. No ASSOCIATION representative, ASSOCIATION steward or ASSOCIATION'S alternate Steward may solicit grievances, but may receive, discuss and handle grievances as specifically delineated in this Article unless such activities unreasonably interfere with productive work.

Grievances shall be processed according to the following procedure:

Step I:

If an Employee feels that he/she has a grievance, he/she shall first present the grievance orally to his/her immediate Supervisor within ten (10) working days after the circumstances giving rise to the grievance, who shall attempt to adjust the matter consistent with the terms of this Agreement. The Employee may discuss the grievance with the Steward or Alternate Steward at the beginning and/or end of the day. The Employee shall have the right to discuss the complaint with the Steward or Alternate before any discussion takes place with the Supervisor. The Supervisor shall make arrangements for the Employee to be off his/her job for a reasonable period of time in order to discuss the complaint with the Steward or Alternate. The Supervisor will provide an answer within five (5) working days after the grievance is presented.

Step II.

If the matter is not satisfactorily settled at Step I, a grievance may be submitted in writing on a form provided by the EMPLOYER by the Steward or Alternate to the Director of Internal Services or designated Management representative. The written grievance shall state clearly and concisely all the facts which form the basis of the complaint and any Articles of the Collective Bargaining Agreement that have allegedly been violated. The grievance must be presented in writing within five (5) working days after the Step I answer was given to be a proper matter for consideration under Step II or any subsequent steps of this grievance procedure.

The Director of Internal Services or designated Management representative shall, within five (5) working days, answer the grievance in writing with a copy to be sent to the Steward. The time limits within this Step of the grievance procedure may be shortened or extended by mutual written agreement.

Step III.

A. Within seven (7) working days after the answer provided for in Step II, or after any mutually shortened or extended time period, the President of the ASSOCIATION, or his/her designate, may submit a written appeal to the Managing Director. The Managing Director shall arrange for a meeting within seven (7) working days from the date the written appeal is received. Said meeting shall be

held between not more than three (3) representatives of the ASSOCIATION and three (3) representatives of the EMPLOYER.

B. The ASSOCIATION President, or his/her designate shall be allowed time from his/her job without loss of time or pay to investigate a grievance that has been referred to him/her in accord with Step III. His/her Supervisor shall grant the ASSOCIATION President, or his/her designate, permission to leave work for such purpose, in accord with the terms of Article 7(B).

C. The ASSOCIATION representatives may meet at a place designated by the EMPLOYER on the EMPLOYER'S property for at least one-half (1/2) hour immediately preceding any meeting provided for in this Step of the grievance procedure.

D. The Managing Director shall answer the grievance in writing and forward said answer to the ASSOCIATION President within seven (7) working days after the meeting provided for in Step III. The time limits within this Step of the grievance procedure may be shortened or extended by mutual written agreement.

Step IV:

A. If the answer provided in Step III is unsatisfactory to the ASSOCIATION, within fifteen (15) working days from the EMPLOYER'S Step III answer, the grievance may be submitted to arbitration upon written demand by the ASSOCIATION as follows:

1. The parties agree to the continued maintenance of an Umpire system whereby three (3) disinterested persons qualified in labor-management relations shall serve as permanent Umpires. Within ten (10) days of the ASSOCIATION'S written demand for arbitration, the permanent Umpire next in line to hear the arbitration case shall be notified of his/her selection by joint correspondence from the parties for the purpose of securing a hearing date. The Umpires shall be listed alphabetically to hear cases.
2. If at any time either party desires to terminate the service of an Umpire, it shall give notice in writing to that effect to the other party specifying the date of termination. The parties shall then send a joint written notice to the Umpire of his/her termination. Neither party may terminate the services of an Umpire unless he/she has heard at least one (1) case. Neither party may terminate the services of an Umpire while the decision on the merits is pending, absent mutual agreement by the parties. Once the Umpire has received written notice that his/her services are terminated, he/she shall not hear future cases. In the event an Umpire is terminated, a new Umpire shall be selected within thirty (30) days of the termination. The parties shall first attempt to select a

new Umpire by mutual agreement at a Special Conference. If the parties are unable to agree upon an individual to serve as a permanent Umpire, for each unfilled position the Director of the Michigan Employment Relations Commission shall be requested to submit the names of three (3) disinterested persons qualified and willing to act as impartial labor arbitrators. From each list, the party who requested termination of the former Umpire shall strike one name. The other party shall strike an additional name. The person whose name remains on the list shall be selected to act as one of the three (3) permanent Umpires.

3. The permanent Umpire assigned to a given case shall hear the matter promptly and issue the decision no later than thirty (30) days from the date of the closing of the hearing. If post hearing briefs are submitted, the hearing will be deemed closed when the briefs are received by the Umpire. The Umpire's decision will be in writing and will set forth findings of facts, reasonings and conclusions on the issues submitted. The fees and expenses of the Umpire shall be shared equally by the parties. Either party may have the proceedings recorded.
4. The Umpire's authority shall be limited strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement, and the Umpire shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable laws prevailing over the terms of this Agreement.
5. To the extent the laws of the State of Michigan permit, it is agreed that any Umpire's decision shall be final and binding on the ASSOCIATION, and the involved Employee or Employees, and the EMPLOYER, and said decision shall be without appeal.
6. In the event a case is appealed to the Umpire, and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

An individual grievance, as distinguished from a policy grievance, may be withdrawn by an individual Employee and/or the ASSOCIATION without prejudice, and if so withdrawn, all financial liability shall date only from the date of reinstatement. A policy grievance may be withdrawn by the ASSOCIATION under the same conditions. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where more than one (1) grievance involves a similar issue, upon

mutual agreement of the parties, all except one (1) may be withdrawn without prejudice pending disposition of the representative case. In such event, the withdrawal without prejudice does not affect financial liability.

Any grievance not taken to the next Step within the time limits specified herein will be considered settled on the basis of the last answer of the EMPLOYER. Any grievance not timely filed will be rejected and not subject to the grievance procedure.

Failure by the EMPLOYER to answer the grievance at any Step within the time limits will cause said grievance to be automatically moved to the next Step of the grievance procedure when the time for the Employer's answer has expired. If the EMPLOYER fails to answer the grievance at Step III within the designated time limits, the ASSOCIATION may treat the refusal to answer as an unsatisfactory response and immediately move for arbitration pursuant to Step IV.

Extensions of the time limits may be made by a written signed agreement between a representative of the ASSOCIATION and a representative of the EMPLOYER.

No claim for back wages shall exceed the amount of total wages the Employee would have earned had he/she worked. The EMPLOYER shall receive a set-off from any back pay award, any sums received from unemployment compensation and for earnings from other employment.

Policy grievances filed by the Units and discipline and discharge grievances shall be initiated at Step III.

ARTICLE 12

SPECIAL CONFERENCES

Special conferences will be arranged between the ASSOCIATION President, or his/her designate, and the EMPLOYER'S designated representative upon request of either party. Such meetings shall be between at least two (2) representatives of the EMPLOYER and at least two (2) representatives of the ASSOCIATION. Employees shall not lose time or pay for the time spent in Special Conferences. Such conferences shall be scheduled within ten (10) work days of the request unless waived by the EMPLOYER and the ASSOCIATION.

ARTICLE 13

DISCIPLINE AND DISCHARGE

No Employee with seniority shall be discharged, demoted or otherwise disciplined except for just cause. The just cause standard, however, shall not apply to probationary Employees as described in Article 14, Paragraph A. Disciplinary action shall consist of, but not necessarily be limited to, the following, nor shall the following be necessarily a listing of steps in which discipline may be imposed:

1. Written warning
2. Written reprimand
3. Suspension
4. Discharge

A. If any seniority employee is subject to disciplinary action, the employee and the steward will be notified in writing. The discharged or disciplined employee will, be allowed reasonable time to discuss the employee's discharge or discipline with the employee's steward. The EMPLOYER will make available time and an area for such discussion.

B. When requested by the ASSOCIATION, the meeting referenced in paragraph "A" shall include those people responsible for initiation of the action.

C. Should the disciplined or discharged Employee or the Steward consider the discipline or discharge to be improper, a complaint shall be presented in writing through the Steward to the EMPLOYER within five (5) regularly scheduled working days after reviewing the written notice of discipline or discharge. The EMPLOYER shall review the discharge or discipline and give its decision within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the ASSOCIATION, the matter shall be referred to the grievance procedure at Step III.

D. Only discipline that has been imposed by the Employer during the preceding thirty-six (36) months will be considered in determining discipline on a current matter.

E. The EMPLOYER shall have the right to establish reasonable Rules of Conduct.

ARTICLE 14

PROBATIONARY AND TEMPORARY EMPLOYEES

A. New Employees hired in the units shall be considered as probationary Employees for the first 180 calendar days of their employment. The 180 calendar day probationary period shall be accumulated within not more than one (1) year. When an Employee finished the probationary period he/she shall be entered on the seniority list of the units and acquire seniority retroactively 180 calendar days. The parties may extend the probationary period by mutual agreement not to exceed an additional 180 days. Probationary Employees are at-will Employees and can be disciplined and/or discharged without cause. There shall be no seniority among probationary Employees.

B. The ASSOCIATION shall represent probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement. The ASSOCIATION shall not represent probationary employees with respect to layoff, discipline or discharge and neither the employee nor the ASSOCIATION shall have recourse to the grievance procedure over such matters.

C. A temporary employee shall be defined as an employee hired for less than 120 consecutive days in a calendar year, or an Employee hired to replace a member on an approved leave of absence in excess of thirty (30) days and not longer than one (1) year. The parties, by mutual agreement, may extend the time period set forth herein. The ASSOCIATION shall not represent temporary employees. Temporary employment shall be permitted provided the use of such persons does not result in a lay-off or loss of regular full-time work or benefits for any bargaining unit member.

ARTICLE 15

SENIORITY

A. Seniority shall not be affected by race, sex marital status, age, handicap, religion or dependents of an Employee.

B. The seniority list determined as of the date of this Agreement shall include the names and job titles of all Administrative and Technical Employees within the Road Commission entitled to seniority.

C. The EMPLOYER shall keep the seniority list up-to-date at all times and shall provide the ASSOCIATION with a revised copy at least once a year. For information purposes, the list shall

include probationary Employees who shall be so designated.

D. Seniority shall be based on the date of hire within the Road Commission, except that, in the context of promotions and layoffs, Employees assuming positions within an ASSOCIATION unit, shall accrue seniority from the first day of work in such unit.

E. In the event of lay-off and notwithstanding their position on the seniority list, ASSOCIATION officers shall be continued at work as long as there is work which they are qualified to perform within any of the units represented by the ASSOCIATION. ASSOCIATION Stewards shall be continued as work as long as there is work which they are qualified to perform within their unit.

F. An Employee who transfers to a position not included in the unit's party to this Agreement shall have his/her accumulated seniority frozen as of the day he/she leaves. Should such Employee transfer back to a position included in the bargaining units, he/she shall be entitled to his/her seniority accumulated while a member of the bargaining unit but shall not be awarded seniority for the time worked in a position not included in the units. Employees transferred under the above circumstances shall retain all benefit rights accrued as provided in this Agreement.

ARTICLE 16

LOSS OF SENIORITY

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

- A. Quits;
- B. Is discharged and the discharge is not reversed through the grievance procedure;
- C. Is absent for three (3) consecutive working days without notifying the EMPLOYER. After such absence, the EMPLOYER shall promptly send written notification by registered letter to the Employee at his/her last known address that his/her seniority and employment has been terminated. Within a reasonable time thereafter, the Employee may submit a written explanation for the absence which shall be considered by the Employer to determine whether mitigating circumstances exist to set aside the discharge;
- D. Does not return to work when recalled from lay-off as set forth in the recall procedure; or

E. Failure to return from a leave of absence.

ARTICLE 17

PROMOTION AND LATERAL TRANSFER

When a vacancy occurs within a unit, the EMPLOYER, in instances where the EMPLOYER intends to fill the vacancy, shall provide notice of the vacancy to the ASSOCIATION and give consideration to members of the Unit who express, by written application within five (5) days of the notice, a desire to fill the job before accepting applications from non-bargaining unit members.

In all classifications, where the opportunity for lateral transfer exists and the EMPLOYER intends to fill the vacancy, the EMPLOYER shall post a vacancy within fourteen (14) days from the date of occurrence. The vacancy will be posed for a period of seven (7) calendar days on ASSOCIATION bulletin boards. During the seven (7) day period, eligible employees may bid on the job. Transfer within the bargaining unit shall be awarded to the senior applicant who is qualified to perform the job. The EMPLOYER shall award the job within seven (7) days following the expiration of the posting period. If no bargaining unit employee bids on the job, the EMPLOYER can accept applications from persons outside the ASSOCIATION.

ARTICLE 18

TEMPORARY ASSIGNMENTS

A. Employees represented by the ASSOCIATION shall be expected to temporarily work in either higher, comparable or lower classifications. An Employee assigned to a higher classification shall receive the negotiated pay grade of the assigned classification at the grade and step, that will provide an increase from the employee's current rate of pay. An Employee assigned to a comparable or lower classification shall suffer no reduction in pay rate. Pay for assignment to a higher classification shall become effective immediately upon assignment to that classification.

B. A temporary assignment to a higher classification expected to last more than ninety (90) days shall be bid and awarded to the most senior qualified bargaining unit Employee. A temporary assignment shall not exceed a total of one hundred twenty (120) days within a calendar year without mutual consent of the EMPLOYER and ASSOCIATION.

C. Temporary assignments shall not be used to fill vacancies created by death, retirement, resignation or discharge except when determined necessary to facilitate the time period required for filling a vacancy.

ARTICLE 19

LAY-OFF AND RECALL

A. Lay-off:

1. "Lay-off" shall be defined as a reduction in the work force. The ASSOCIATION will be given the opportunity to discuss the circumstances with the EMPLOYER prior to the effective date of the lay-off. Where practicable, the EMPLOYER will attempt to reassign rather than lay-off.
2. If a reduction in the work force becomes necessary, the following procedure shall be mandatory:
 - a. The EMPLOYER shall determine and select the classification(s) from which a reduction shall occur. Temporary then probationary employees in the affected classification will be laid off first. If additional reductions in the affected classification are necessary, employees will be laid off in inverse order of seniority as defined in Article 15.
 - b. A laid off employee shall have the right to displace a less seniority ASSOCIATION member in a lower classification, provided that the senior employee is qualified without further training for the position. A brief period for job familiarity, not to exceed five (5) work days, may be permitted.
3. Employee(s) to be laid off shall receive at least ten (10) working days notice of lay-off.
4. At the time of lay-off, Employees of the ASSOCIATION will be given first opportunity to apply for employment among other Road Commission bargaining units prior to outside hiring.

B. Recall Procedure:

1. When the work force is increased or a job opening occurs during the period Employee(s) are on lay-off, Employee(s) will be recalled according to their seniority.

2. A laid off Employee will remain on the recall list for a period of time equivalent to the length of his/her seniority. A laid off Employee with more than two (2) years seniority will be removed from the recall list at the end of the two (2) year period unless he/she notified the EMPLOYER in writing within thirty (30) calendar days following expiration of the two (2) year period that he/she desires to remain on the recall list. Further, the Employee shall continue to give the EMPLOYER written notice each year of her/her desire to remain on the recall list at least thirty (30) calendar days following each anniversary.
3. A laid-off Employee will be responsible to register his/her address with the EMPLOYER and any subsequent change of address. Notice of recall shall be sent to the Employee by registered or certified mail at the last address filed with the EMPLOYER. An Employee shall be expected to report for work within fourteen (14) calendar days after delivery of notice of recall, and his/her failure to report or make alternate arrangements with the EMPLOYER shall be considered a quit as set forth in Article 16 of the Collective Bargaining Agreement.

ARTICLE 20

RE-EMPLOYMENT OF MILITARY SERVICE VETERANS

The re-employment of military service veterans shall be in accordance with applicable State and Federal law in effect at the time of re-employment.

ARTICLE 21

WORK WEEK AND HOURS

A. The normal work week shall consist of forty (40) hours of five (5) consecutive days, Monday through Friday, both days inclusive or four (4) consecutive days, Monday through Thursday, or Tuesday through Friday, both days inclusive for the period commencing from the last Sunday in April to the Saturday prior to Labor Day, unless otherwise scheduled by the EMPLOYER.

B. Normal hours for office related positions shall be as follows unless otherwise scheduled by the EMPLOYER:

1. Sunday prior to Labor Day to last Saturday in April - 8:00 a.m. to 4:00 p.m.

2. Last Sunday in April to Saturday prior to Labor Day - 7:00 a.m. to 5:00 p.m.

3. Lunch period shall be from 12:00 noon to 12:30 p.m. from the Sunday prior to Labor Day to the last Saturday in April; and from 12:00 noon to 12:30 p.m. for the balance of the year unless otherwise scheduled by the EMPLOYER.

C. Normal hours for road and equipment maintenance related positions shall be as follows unless otherwise scheduled by the EMPLOYER:

1. Sunday following the last Saturday in October to last Saturday in April - 7:30 a.m. to 3:30 p.m.

2. Last Sunday in April through the last full week in October - 6:00 a.m. to 4:00 p.m.

3. Lunch period shall be from 12:00 noon to 12:30 p.m. from the Sunday following the last Saturday in October to the last Saturday in April and from 11:30 a.m. to 11:50 a.m. from the last Sunday in April through the last full week in October, unless otherwise scheduled by the EMPLOYER.

4. During the period from the last Sunday in April through the last full week in October, employees are entitled to two (2) 10-minute maximum coffee break periods, one in the morning and one in the afternoon.

D. Flexible working hours will be allowed with the approval of the Department Head and the Secretary of the Board. The EMPLOYER shall provide at least twenty-four (24) hours notice of any change in the work schedule.

ARTICLE 22

ASSOCIATION BULLETIN BOARDS

The EMPLOYER will provide one (1) ASSOCIATION bulletin board to be placed in an area mutually agreed upon by the EMPLOYER and the ASSOCIATION to be used for posting notices of all ASSOCIATION and professional activities. Information posted shall be pertinent and in good taste.

The bulletin board shall not be used for disseminating propaganda and shall not be used for posting or distributing pamphlets of a political nature. The ASSOCIATION shall have exclusive use of the bulletin board.

ARTICLE 23

DRUG FREE WORKPLACE POLICY

To establish and maintain a safe, healthy working environment for the protection of employees and citizens; to reduce the number of accidental injuries to persons and property; to reduce absenteeism and tardiness; to improve productivity and efficiency; to provide drug/alcohol rehabilitation assistance for any employee who seeks such help or who may require it, so that they may perform in the work place as a useful, productive employee for the good of themselves and the Commission; and, pursuant to the Drug Free Work Place Act of 1988:

The Commission prohibits the unlawful manufacture, distribution, possession, use or being under the influence of a controlled substance or an intoxicating liquor on Commission premises or worksite, in Commission vehicles or equipment or while on Commission business.

The Commission and Local 516M, AFL-CIO, International Union of Operating Engineers 547 and the Administrative-Technical Association recognize that a drug/alcohol problem does not occur as a one time incident and are treatable illnesses which in most cases require extensive education, treatment and rehabilitation.

A. Definitions

1. "Controlled substance" means a drug substance as defined in the Michigan Controlled Substance Act (M.C.L.A. 333.7104 (2));
2. "Intoxicating liquor" means any drink defined as an alcoholic beverage under the Michigan liquor Law (M.C.L.A. 436.2);
3. "Under the influence" means that condition as it is defined under the Federal Motor Carriers Safety Regulations part 383, as amended.

B. Every employee will be required to submit to a blood or urinalysis examination at the EMPLOYER'S expense for the purpose of detecting the employee's use of unlawful and/or alcohol under the following circumstances:

1. As part of a routine scheduled physical examination for purposes of commercial driver's license (CDL) testing;

2. When the Commission has reasonable suspicion that the employee is or has violated this policy. Reasonable suspicion may include by example, but not by limitation:
 - a. Observable phenomena such as direct observation of drug use or possession and/or physical symptoms of being under the influence of a drug/alcohol;
 - b. A pattern of abnormal conduct or erratic behavior if witnessed and documented in writing by at least two (2) Supervisors trained in determining reasonable suspicion;
 - c. Conviction for a drug related offense or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking;
 - d. Evidence that the employee has tampered with a previous drug test.
3. All applicants for employment must pass a drug screen analysis as a condition of being offered employment;
4. No random testing will be conducted except for purposes of maintaining a Commercial Driver's License.
5. Follow up testing as required by a Substance Abuse Professional.

C. Employees who refuse to be tested in accordance with this policy or fail to pass the drug/alcohol screen are in violation of this policy.

D. The Commission shall initiate action to discipline any employee who is found to be in violation of this policy, provided that such action shall be waived the first time an employee is found in violation of this policy if the employee:

1. Agrees that a substance abuse situation exists or voluntarily identifies himself as a user of illegal drugs or volunteers for drug testing prior to being identified through other means; and
2. Obtains counseling or rehabilitation through

the Employee Assistance Program or seeks medical attention through an accredited program; and

3. Thereafter refrains from further violation of this policy.

E. All drug/alcohol screening will be performed by a reliable medical and/or testing organization at EMPLOYER'S expense in accordance with the Department of Transportation regulations, as amended, and will include at a minimum, a confirming analysis of any positive results.

F. Drug tests will be limited to those which are mandated by state and federal laws and/or as agreed to herein.

G. Any employee convicted of a work place violation of any criminal drug statute must report the conviction within five (5) days to the Commission.

H. In compliance with the Drug Free Work Place Act of 1988, St. Clair County Road Commission, Local 516M, International Union of Operating Engineers 547 and the Ad-Tech Association has adopted and has in force the foregoing policy regarding drugs in the work place. Every employee shall be given a copy of this statement and understand that strict compliance with this policy will be enforced and is a condition of employment.

I. Interpretation and application of this policy is subject to grievance procedures in the employee's contract.

ARTICLE 24

INSPECTION OF PERSONNEL RECORDS

The Employee shall have the right to review his/her personnel files as allowed by the Bullard-Plawecki Employee Right to Know Act, MCLA 423.501, et seq.; MSA 17.62, et seq., except that an Employee shall have the right to review his/her personnel file to prepare for a grievance or arbitration and/or unfair labor practice hearing notwithstanding any limitation contained in the above-referenced Act.

ARTICLE 25

LICENSURE AND REGISTRATION

If an employee's classification requires a professional

license or registration from the State of Michigan, the employee is responsible for keeping such credentials current and valid and must notify the EMPLOYER of any impairment of license or registration no later than the beginning of the next business day after the employee knew or reasonably should have known of the impairment. Each year, the employee must submit a copy of the employee's license or registration to the employee's supervisor prior to the expiration date. If the employee fails to do so, the employee may be suspended, without pay, until these conditions are met.

ARTICLE 26

OUTSIDE EMPLOYMENT

The EMPLOYER shall permit employees to engage in outside employment. Provided, however, the outside work shall not interfere with the work performed for the Road Commission and provided further, the outside work shall not create a conflict of interest.

In the event that the Road Commission discovers or determines that the outside work interferes with Road Commission work or creates a conflict of interest, the employee shall be provided with notice and then given the opportunity to resolve the interference or conflict, or cease employment with the ST. CLAIR COUNTY ROAD COMMISSION.

ARTICLE 27

VACATION

Vacation time will be computed from the employee's last hire-in date.

- A. Vacation leave with pay will not be granted to any employee who has not completed at least one (1) year of continuous employment.
- B. Vacation leave with pay will not be granted before vacation time has been earned.
- C. A vacation of ninety (90) hours shall be granted to all employees with continuous service of from one (1) to five (5) years; from five (5) to ten (10) years, one hundred thirty (130); from ten (10) to fifteen (15) years, one hundred thirty (130) plus eight (8) hours per year of continuous service for each year over ten (10) years; and one hundred seventy (170) hours to employees having

fifteen (15) years or more of continuous service.

- D. An employee may carry vacation time from one calendar year to the next year provided such carried over vacation time does not exceed the time awarded the previous year.
- E. Upon request by the employee, he shall be paid for vacation earned in excess of 80 hours per year, if unused at the end of the calendar year. Requests must be submitted to the Accounting Supervisor on the appropriate form prior to December 1. Forms are available from the Personnel Secretary.
- F. Paid holidays falling within a paid vacation will not be charged against the earned vacation time.
- G. Employees shall be permitted to choose either a split or entire vacation, subject to employment needs. Whenever possible, the employee shall have the right to choose the time of his vacation by making request of his Department Head in advance. Vacations shall be granted in order of request.
- H. At the option of the employee, an employee who retires in accordance with the provisions of the St. Clair County Employee's Retirement Plan may receive payment for accumulated vacation as a lump sum in lieu of taking the vacation before the effective date of his retirement.
- I. In accumulating vacation, sick leaves taken during the period in which vacation is earned, not exceeding the accumulated sick leave of the employee, shall be counted as time worked. Absence due to duty connected disability shall also be counted as time worked.
- J. All fringe benefits shall cease when an employee is off the payroll, except as provided in Article 42.
- K. For the first three years of employment, an employee's vacation earned will be credited on their anniversary date. Thereafter, vacation earned will be credited on January 1 in advance of the anniversary date. When an employee terminates employment, vacation earned during the last year worked will be computed and adjusted according to their anniversary date and the actual length of time worked in the employment year. Payments will be made when proper notice is given in accordance with Article 27.

ARTICLE 28

SICK LEAVE

Sick Leave pay is granted for absence legitimately due to:

- A. An employee's sickness or accident.
- B. A member of his immediate household is ill and requires his presence at home.
- C. Appointments with a licensed medical practitioner.
- D. All regular employees hired prior to February 28, 1986 shall be granted sick leave based on the following:
 - 1. Twenty hours (20) after each six (6) months employment in the first year;
 - 2. Forty hours (40) after each six (6) months the second year; and
 - 3. Forty hours (40) after each four (4) months the third and subsequent years.
- E. All regular employees hired on or after February 28, 1986 shall be granted sick leave based on the following:
 - 1. Twenty (20) hours after each six (6) months employment in the first year;
 - 2. Forty (40) hours after each six (6) months the second year;
 - 3. Thirty-two (32) hours after each four (4) months the third and subsequent years.
- F. Sick leave when used shall be charged on a time for time basis, first from sick leave accumulated after June 3, 1997, if available. In the event no sick leave has been accumulated since June 3, 1997, the sick leave shall be charged on a time for time basis against sick leave accumulated prior to June 3, 1997, if available.
- G. Any unused portion of such sick leave shall be accumulative and a record of such sick leave shall be maintained in the offices of the Commission.
- H. Any employee in the service of the Road Commission who retires in accordance with the provisions of the St. Clair County Employee's Retirement Plan, shall be paid

for accumulated sick leave at current wages at retirement as follows:

1. 65% of sick leave accumulated as of June 3, 1997 or,
 2. 65% of sick leave accumulated after June 3, 1997, not to exceed 240 hours or,
 3. 65% of a combination of sick leave accumulated in 1 and 2 above, not to exceed 240 hours.
- I. In case of the death of an employee in the service of the Commission, payment of one hundred percent (100%) of his/her accumulated sick leave as of June 3, 1997 or, not to exceed 30 days pay or 240 hours accumulated after June 3, 1997, shall be made to the beneficiary designated on Group Life policy with the EMPLOYER or to a beneficiary designated to the EMPLOYER in writing by the employee.
- J. A satisfactory doctor's certificate shall be submitted before payment will be made for sick leave, with the exception that five days of sick time will be allowed without a doctor's certificate. All other sick leave usage, including any usage the day before or the day after a holiday, will require a doctor's certificate. The doctor's certificate must be turned in within one week or by the end of pay period in which the absence occurred, whichever is longer, providing the employee is physically capable of doing so. "Usages" under this paragraph will be defined as full days, either 8 or 10 hours, according to the scheduled work day in effect at the time the usage occurred.
- K. Blank doctor's certificates can be obtained from the personnel secretary or the district clerk.
- L. When an employee is not able to report for work on account of sickness or illness, it will be the responsibility of the employee or some member of his household to notify EMPLOYER by telephone or messenger, at least one-half (1/2) hour before his starting time if possible and, if not, as soon as possible thereafter. Failure to follow this procedure will constitute grounds for disciplinary action. Employees on extended sick leave shall give the EMPLOYER a physician's statement of their medical condition every two (2) weeks. Employees who submit a physician's statement indicating the estimated length of sick leave necessary before return to work, shall not be required to furnish the EMPLOYER with any further statements of their medical condition while on sick leave until the expiration of the physician's original statement of the length of sick leave necessary. Employees extending sick leave beyond the physician's original estimated recovery date shall continue to use

the above reporting procedure.

- M. An employee returning from sick leave shall have the right to return to his own job or equivalent provided he has been off on sick leave for less than two (2) years plus one (1) day or the length of his seniority, whichever is less and provided he is able to perform the essential functions of the job with or without reasonable accommodation.
- N. An employee may take eighteen (18) personal hours off as sick leave in not less than one hour increments.

ARTICLE 29

EXTENDED DISABILITY BENEFITS

A. Eligibility for Benefits: An employee who has accumulated two-hundred, forty (240) hours or more of sick leave at the time of a non-duty connected sickness or injury shall be eligible to receive weekly disability extended benefits after exhausting at least two hundred forty (240) hours of sick leave. Provided the employee remains totally disabled thereafter, the employee will be eligible for benefits described in "C" below.

B. Amount of Benefit:

1. The weekly Extended Disability Benefit shall be sixty-seven percent (67%) of the employee's straight time wages for a period of total disability not to exceed fifty-two (52) weeks.
2. Extended Disability Benefits shall not be paid during any week in which the employee receives benefits from Workers' Compensation Insurance.
3. Benefits payable for less than a full calendar week shall be prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the week.
4. Fringe benefits shall continue while an employee is receiving Extended Disability Benefits.

C. Commencement and Duration of Benefits:

1. Extended disability benefits to an eligible applicant shall commence the day following the last day accumulated sick leave hours were utilized.
2. The maximum period during which Extended Disability Benefits may be payable shall be fifty-two (52)

weeks, but in no event beyond the date of death, the end of the month in which the employee attains age 65, commences drawing benefits from the St. Clair County Employees Retirement Plan or the time that the employee no longer satisfies the total disability requirement. If an employee's return to work with the EMPLOYER is not effective to qualify the employee for a new period of extended disability, or if the employee engages in some gainful occupation or employment other than one for which the employee is reasonably qualified by education, training or experience, the employee's satisfying of the continuing disability requirement shall not be deemed to end, but the employee's Extended Disability Benefit shall be suspended for the period the employee engages in such occupation or employment.

D. Rehabilitation: There is no ineligibility for Extended Disability Benefits because of work which is determined to be primarily for training under a recognized program of vocational rehabilitation.

E. Proof of Total Disability: Evidence of total disability shall be furnished by submitting a regular doctor's certificate and as a further requirement, the EMPLOYER may require an applicant, as a condition of eligibility, to submit to examination by a physician designated by it for the purpose of determining his initial or continuing total disability.

F. Once an employee begins receiving Extended Disability Benefits the employee shall not be eligible to utilize any unused accumulated sick leave hours until returning to work or exhausting fifty-two (52) weeks of Extended Disability Benefits.

ARTICLE 30

FAMILY AND MEDICAL LEAVE ACT OF 1993

In addition to other available leave, if an employee has been employed with the agency for at least 12 months, and has worked at least 1,250 hours during the 12 month period immediately preceding the commencement of leave at a work site where 50 or more employees are employed by the EMPLOYER, that employee may be eligible for leave pursuant to the Family and Medical Leave Act of 1993.

A. Leave under this Act may be available for any of the following reasons:

- 1) To care for the employee's child after birth or placement for adoption or foster care;

- 2) To care for the employee's spouse, son or daughter or parent who has a serious health condition; or
 - 3) For a serious health condition that makes the employee unable to perform the employee's job.
- B. If eligible for leave under this Act, the employee must provide 30 days advanced notice if the leave is "foreseeable" and medical certification to support a request for leave based on a serious health condition.
 - C. If eligible for leave under this Act, employee's group health coverage will be maintained in the same manner as provided other employees not on leave.
 - D. Employees eligible for leave will be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms and without loss of any benefit that accrued prior to the start of leave.
 - E. Under certain circumstances, leave in accordance with the Act may be taken intermittently or on a reduced leave scheduled.
 - F. No application or interpretation of this section shall conflict with the FMLA. If any conflict does arise, the provisions of the Act, or interpretations thereof made by courts or agencies of competent jurisdiction, shall prevail.
 - G. Nothing contained in the Act or in this policy shall detract from benefits employees currently receive.
 - H. The St. Clair County Road Commission will use the "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.
 - I. The 12-week FMLA entitlement will occur concurrently with any paid leave available including but not limited to sick leave, extended disability and workers' compensation.
 - J. An employee on FMLA leave must provide medical certification of the employee's serious health condition and fitness for duty to return to work.
 - K. For further information regarding an employee's rights and obligations under the Family and Medical Leave Act, please see the employee's supervisor or the Secretary of the Board.

ARTICLE 31

FUNERAL LEAVE

A. Paid emergency leaves not exceeding three (3) days will be granted to all employees in case of the death of the employee's father, mother, sisters, brothers, grandparents, father-in-law, mother-in-law, husband, wife and children, grandchildren and relatives residing in the same household providing such employee attends funeral services.

B. Paid emergency leaves for the day of the funeral only will be granted to all employees in case of the death of the employee's brother-in-law, sister-in-law and spouse's grandparents, provided the employee attends the funeral.

C. Necessary time up to one (1) day will be granted to any employee who is a pallbearer at the funeral of another St. Clair County Road Commission employee or retiree.

ARTICLE 32

JURY DUTY/SUBPOENA

Employees required to serve on jury duty/subpoenaed will be paid the difference between jury duty/subpoena pay and their regular day's pay. The procedures to obtain supplemental pay while on jury duty/subpoena will be as follows:

- A. The employee must submit evidence to the Accounting Supervisor of the amount of jury duty/subpoena pay received. This can be a copy of the check or a statement from the court system.
- B. The amount of jury duty/subpoena pay for each day will be subtracted from the gross pay amount of a regular day's pay and the employee paid the difference on the next paycheck.

ARTICLE 33

LEAVE WITHOUT PAY

Leaves of absence without pay may be granted for a period not to exceed one (1) year when the granting of such leave is in the mutual interest of the St. Clair County Road Commission and the Employee. Such leave shall require the prior approval of the

EMPLOYER. All medical leave granted under this provision shall be subject to review every thirty (30) days. Failure of the Employee to report at the expiration of a leave shall be cause for dismissal. No leave will be granted for the purpose of permitting the employee to work elsewhere.

An employee, while on leave without pay, shall accrue neither seniority nor Employee benefits. The Employee may, however, retain medical, dental, optical, life insurance benefits during the period of leave by paying, in advance, the full monthly premium cost to the EMPLOYER, subject to the approval of the benefits contractor.

An employee qualified to return to work from an unpaid leave of absence shall be entitled to return to the employee's job with seniority earned to the date the leave began; provided the employee's job is vacant and funded and the employee is able to perform the essential functions of the job.

Any absence of an employee from duty, including any absence for a single day or part of a day, which is not authorized by a specific grant of leave of absence will be deemed to be an absence without leave.

ARTICLE 34

HOLIDAY PAY

A. All employees having continuous service of thirty (30) days shall be eligible to receive holiday pay under the following regularly scheduled paid holidays:

New Years Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving; Last regular shift the day before Christmas when Christmas falls on Tuesday, Wednesday, Thursday or Friday

Christmas Day

the last regular shift the day before New Year's Day when New Year's Day falls on Tuesday, Wednesday, Thursday or Friday.

B. Whenever one of these holidays occurs on Saturday, it shall be recognized on the preceding scheduled work day.

C. Whenever one of these holidays occurs on Sunday, it shall be recognized on the subsequent Monday.

D. Employees eligible under these provisions shall receive pay for the regular scheduled hours for that day of the week for each of the holidays specified, computed at their regular straight time rate, exclusive of night shift and overtime premium.

ARTICLE 35

HOSPITALIZATION INSURANCE

A. The Commission will provide hospitalization insurance and surgical fee benefits for all employees having continuous service of a maximum of sixty (60) days and their dependents, as follows: Semi-private hospitalization and surgical benefits presently provided by and subject to the terms and conditions of the standard Blue Cross Hospitalization Plan, and the Blue Cross Surgical Plan Comprehensive Major Medical or equivalent.

B. Such plan will allow for a \$100.00 per person or \$200.00 per family deductible amount for covered health care benefits. The deductible amount is payable once in each benefit period.

C. Furthermore, after the payment of the deductible amount, the plan will provide that Blue Cross/Blue Shield of Michigan, or equivalent, will pay 80% of reasonable charges with a 20% co-payment by the employee up to a maximum of \$500.00 per family in co-payments. After that, Blue Cross/Blue Shield of Michigan, or equivalent, will pay full reasonable charges and no further co-payments shall be required for the balance of said benefit period.

D. The Commission will provide Standard Blue Shield Plan Prescription Drug Program and Five Dollar (\$5.00) Co-Pay, or equivalent for all employees having continuous service of a maximum of sixty (60) days and for their dependents.

E. The Commission will continue to provide the hospitalization, dental, optical and life insurance benefits for employees on an approved sick leave of absence, for up to ninety (90) calendar days following the depletion of such employee's accrued sick leave. The Commission will continue to provide the hospitalization and surgical benefits for a minimum of sixty (60) days after an employee is off the payroll for lay-off.

F. The EMPLOYER shall provide Michigan Blue Cross Blue Shield Human Organ Transplant Rider, or equivalent, for all employees having continuous service of sixty (60) days and their dependents.

G. The EMPLOYER shall provide Michigan Blue Cross Blue Shield Second Surgical Opinion Program, or equivalent, for all employees having continuous service of sixty (60) days and their dependents.

H. The EMPLOYER agrees to provide Community Blue Preferred Provider Organization (PPO) Plan 2, or equivalent, as an alternative to plan offered above.

ARTICLE 36

OPTICAL INSURANCE PROGRAM

The Commission will provide Blue Cross/Blue Shield of Michigan Vision Care Group Benefit Certificate 4790-2 optical insurance program, or equivalent, for employees having continuous service of a maximum of sixty (60) days and their dependents including bi-annual eyewear and vision examinations as part of the Major Medical Plan and annual eyewear and vision examinations as part of the Community Blue PPO Plan, or equivalent.

ARTICLE 37

DENTAL

A Dental Insurance Program will be provided for all employees having continuous service of thirty (30) days. This program will cover the following for the employee and the employee's dependents:

- A. 100% of diagnostic and preventive services.
- B. 85% of basic restorative, endodontics, periodontics, maintenance of prosthodontics and oral surgery.
- C. 50% of major restorative and installation of prosthodontics.
- D. A, B and C combined has a maximum benefits per calendar year of \$1,000 per person.
- E. 50% of orthodontic care up to a lifetime maximum of \$750 per person and \$50 deductible per person or a family deductible of \$150.

ARTICLE 38

SICK/VACATION LEAVE IN LIEU OF HOSPITALIZATION

A. An employee not wishing to be covered by the Road Commission's Hospitalization Insurance Program shall be granted twenty (20) additional hours of sick leave or vacation each six months at the employee's option to be used in accordance with the established policy provided they meet the following criteria:

1. Certify that they have been offered the Road Commission's Hospitalization Insurance Program.
2. Certify that they are covered by a comparable Hospitalization Insurance Program and will notify the Road Commission immediately upon cancellation of the Hospitalization Insurance Program.
3. Have not participated in the Road Commission Hospitalization Insurance Program for six months.

B. The optical rider can be continued at the employee's option.

ARTICLE 39

HEALTH INSURANCE - CONTINUATION COVERAGE (COBRA)

Pursuant to, and in accordance with, applicable Federal Law, an employee (and eligible dependents) who becomes ineligible to participate in the group health insurance plan because of the employee's resignation, termination or a reduction in the work hours of the employee, may have the right to continue to participate in the group plan as provided by law at the employee's (or dependents') expense.

ARTICLE 40

LIFE INSURANCE

The EMPLOYER will as soon as practical following the signing of this agreement provide group life insurance of \$30,000.00 for all employees having continuous service of thirty (30) days.

ARTICLE 41

WORKERS' COMPENSATION

A. The Commission is required by law to provide workers compensation insurance. In the event of an on-the-job accident, an employee may apply for accumulated sick leave to supplement the amount paid him for a compensable accident claim so as to receive his scheduled weekly wage. The amount of sick leave to be deducted from the employee's accumulated sick leave shall be proportionate to the amount of pay from the Commission.

Workers' Compensation checks must be sent to the Accounting Department of the Commission in order for this proration to be figured. Full sick leave will be paid to the employee until compensation checks are received by the Accounting Department, after which time an employee's pay and sick leave will be adjusted. The compensation check will be forwarded to the employee after the proration is figured.

B. An employee who is injured on the job will remain on Commission time while he is seeking medical treatment on the day of the injury and his time should be charged to the job he was working on when he got injured.

His sick leave will begin when he is hospitalized or sent home by the doctor or his supervisor.

C. When an employee is claiming an on-the-job injury and this is being disputed by workers' disability compensation carrier, the employee may be asked to have an "impartial examination" by a designated doctor.

Time taken off by an employee for the "impartial examination" will be charged against the employee's accrued sick leave.

Upon the employee's claim being accepted and workers' disability compensation check issued, the employee's sick leave will be adjusted by the Road Commission's Accounting Department.

ARTICLE 42

DUTY-CONNECTED DISABILITY

A. For the purpose of accumulating fringe benefits while absent due to duty-connected disability, the following shall apply:

1. Vacation leaves up to a period of one (1) year from day of injury;

2. Holiday pay for holidays occurring within one (1) year from date of injury;
3. Supplemental Worker's Compensation;
4. Insurance benefits shall continue up to one (1) year from date of injury.
5. Sick leave benefits shall continue up to one (1) year from date of injury.
6. Longevity benefits shall continue up to one (1) year from date of injury.
7. Seniority under Article 15 of this agreement.

B. "Duty-connected disability" means that period certified by a doctor appointed by the employer that a regular employee is not able to work because of an injury that qualifies for Worker's Compensation benefits.

ARTICLE 43

RETIREMENT

All full time regular employees shall, upon their date of hire, participate in the St. Clair County Employee's Retirement Plan.

Employees who were previously members and who maintained contributions in the St. Clair County Employee's Retirement System prior to July 1, 1993, have selected one of the following options:

a. Historic Plan

- i. A final average compensation based on 2% a year based on the best five (5) of the last ten (10) years of service to a maximum of 64%.
- ii. Eligibility for health care upon eligibility for a pension under the vesting terms of the Retirement System.

b. Modified Plan

- i. A final average compensation based on the best five (5) of the last ten (10) years of service, in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Percent</u>	<u>Application</u>
1-10	1.75%	Accumulative
11-19	2.00%	Accumulative
20-24	2.00%	Retroactive to first year
25+	2.40%	Retroactive to first year

- ii. Maximum final average compensation at 69.6% at 29 years of service.
- iii. Eligible for health care upon attaining twenty (20) years of service.
- iv. Each employee eligible to exercise an option was provided an election form by the Employer. The employee was required to submit their executed election form on or before November 1, 1993. Failure to submit an election form resulted in the employee being subject to the Modified Plan. An employee's election shall be irrevocable.

Regularly scheduled full-time employees commencing membership in the St. Clair County Employee's Retirement System on or after July 1, 1993, and who did not maintain their contributions from prior membership in the Retirement System shall have no option but shall be subject to the Modified Plan provided in the preceding b. i, ii and iii.

An employee shall be eligible for early retirement when the combination of years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) years of actual service. Years of actual service shall mean that period of time employed and contributing to the St. Clair County Employee's Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

ARTICLE 44

DEFERRED COMPENSATION

The EMPLOYER will implement the existing Nationwide Deferred Compensation Plan, Contract No. 622021, into this unit or as mutually agreed to by the ASSOCIATION and the EMPLOYER.

ARTICLE 45

WAGES AND CLASSIFICATION

Wages and classifications shall be in accordance with the Job Evaluation Plan as approved by the board and adopted as a formal policy.

A. Job Evaluation Plan and Annual Compensation Rates, effective March 1, 1998.

<u>Pay Grade</u>	<u>Minimum</u>				<u>Maximum</u>		<u>Classification</u>
	<u>Step A Entry</u>	<u>Step B 1 Year</u>	<u>Step C 2 Year</u>	<u>Step D 3 Year</u>	<u>Step E 4 Year</u>		
11	54,440	57,845	61,243	64,648	68,050	Dir.of Engineering	
10	49,720	52,825	55,930	59,039	62,145	Dir.of Operations Co. Hwy.Engineer	
9	45,405	48,242	51,080	53,916	56,754	Engineer III	
8	41,466	44,057	46,647	49,240	51,831	Eng/Sury II Dist.Foreman Data Proc.Mgr. Acct.Supervisor Shop Foreman WWTP Supervisor	
7	37,868	40,236	42,600	44,967	47,333	Purchasing Agent Sup.of Spec.Serv.	
5	31,800	33,788	35,774	37,760	39,750	Engineer I	

B. Job Evaluation Plan and Annual Compensation Rates, effective March 1, 1999:

<u>Pay Grade</u>	<u>Minimum</u>				<u>Maximum</u>		<u>Classification</u>
	<u>Step A Entry</u>	<u>Step B 1 Year</u>	<u>Step C 2 Year</u>	<u>Step D 3 Year</u>	<u>Step E 4 Year</u>		
11	55,801	59,291	62,774	66,264	69,751	Dir.of Engineering	
10	50,963	54,146	57,328	60,515	63,699	Dir.of Operations Co. Hwy.Engineer	
9	46,540	49,448	52,357	55,264	58,173	Engineer III	
8	42,503	45,159	47,813	50,471	53,127	Eng/Sury II Dist.Foreman	

Data Proc.Mgr.
 Acct.Supervisor
 Shop Foreman
 WWTP Supervisor

7	38,815	41,242	43,665	46,091	48,516	Purchasing Agent Sup.of Spec.Serv.
5	32,595	34,632	36,669	38,704	40,744	Engineer I

C. Job Evaluation Plan and Annual Compensation Rates, effective March 1, 2000:

Pay Grade	Minimum		Maximum			Classification
	Step A Entry	Step B 1 Year	Step C 2 Year	Step D 3 Year	Step E 4 Year	
11	57,196	60,773	64,343	67,920	71,495	Dir.of Engineering
10	52,237	55,500	58,761	62,027	65,291	Dir.of Operations Co. Hwy.Engineer
9	47,704	50,684	53,666	56,646	59,627	Engineer III
8	43,565	46,288	49,009	51,732	54,455	Eng/Sury II Dist.Foreman Data Proc.Mgr. Acct.Supervisor Shop Foreman WWTP Supervisor
7	39,786	42,273	44,756	47,243	49,729	Purchasing Agent Sup.of Spec.Serv.
5	33,410	35,498	37,586	39,672	41,763	Engineer I

D. All salary increases assuming satisfactory job performance review in accordance with "Performance Planning and Evaluation Program" currently in effect. An employee who does not receive a satisfactory job performance review and is denied a wage increase will be re-evaluated in one hundred twenty (120) days.

E. The EMPLOYER will issue pay checks to employees at the end of the last scheduled work day, every other week.

F. All salary increases shall start on the first day of a fourteen (14) day pay period. If the effective date of the pay increase falls within the first seven (7) days of the pay period, the salary increase will be effective the preceding

Sunday. If the effective date of the pay increase falls within the last seven (7) days of the pay period, the salary increase will be effective the following Sunday.

ARTICLE 46

OVERTIME PAY

Overtime pay for non-exempt employees will be paid pursuant to State and Federal statutes currently in effect or as they may be amended from time to time.

ARTICLE 47

COMPENSATORY TIME - EXTRA COMPENSATION

A. The exempt employees are not eligible for overtime pay, compensatory time off or extra compensation for time worked in excess of scheduled hours on any particular day or in any week except as provided in "B" below.

B. Extra compensation will be granted as follows:

1. The Supervisor of Special Services, will be paid extra compensation for time worked in excess of forty-five (45) hours a week while performing inspections when an inspector is not available. Such time worked must be approved by the Director of Engineering in advance, reported with normal payroll procedures and reviewed by the Managing Director. Payment will not exceed 100 hours of time worked per year.
2. District Foremen will be paid extra compensation for time worked in excess of forty-five (45) hours per week when reported with normal payroll procedures. Such time worked must be recorded on a "Record of Extra Compensation" form and approved by the Director of Operations bi-weekly. Payment will not exceed 100 hours of time worked per year.
3. Extra compensation will be paid at a rate of one and one-half times the number of hours worked.

C. The following will apply to compensatory time:

1. No employee will earn compensatory time after the signing of this agreement.

2. Any employee with compensatory time earned prior to the signing of this agreement will be able to use this time at a rate of one and one-half times the number of hours worked.
3. Compensatory time earned shall not be used as a credit towards minimum vacation usage required to offset buy-out provisions and adjusted at year end.
4. Time used will be recorded on a "Record of Compensatory Time Off" form, initialed by the Director of Operations and filed bi-weekly with the Secretary of the Board. A record of accrued hours will be stored in a computerized format.

ARTICLE 48

LONGEVITY PAY

A. The eligibility of an employee for longevity compensation shall initially commence when such employee shall have completed five (5) full years of continuous employment on or before October 31 of any year.

B. Credit shall be given retroactively for continuous employment years of service by employees; however, leaves of absence for periods in excess of ninety (90) days shall not be considered in the computation of years of service for longevity compensation.

C. The compensation used as a basis for computation of longevity for employees shall be the total straight time hours paid to such employees for the twelve (12) month period ending on October 31, provided such employee qualified as to length of service.

D. Overtime hours will be used to the extent needed to offset lost time without pay during the year. However, in no case shall the longevity hours exceed 2080. The hourly rate used for computing longevity will be the employee's rate on May 1 of the longevity year.

E. "Lost Time Without Pay" is defined to mean time lost due to an absence from a regularly scheduled work day for which no compensation is paid unless such absence is due to a lay-off, leave of absence, disciplinary suspension, or strike.

F. Worker's Compensation payments received through the Employer's coverage may also be used to offset lost time, however, in no case shall the basis for computing longevity exceed an amount

equal to 2080 hours multiplied by the employee's rate on May 1 of the longevity year.

G. The following schedule of payment shall apply
Continuing Years Service
on/or before October 31 of each year

Step		Percentage
1	5 to 10	2%
2	10 to 15	4%
3	15 to 20	6%
4	20 to 25	8%
5	25 and thereafter	10%

H. Employees voluntarily leaving the employ of the EMPLOYER, validly discharged, or deceased prior to October 31 of any year, shall not be entitled to longevity payments for the year of leaving nor for any portion thereof. There shall be no proration for a part of the year in which employment terminates for any reason other than in case of retirement.

I. In case of retirement, overtime hours will be used to the extent necessary to offset any lost time without pay to the date of retirement. The hourly rate in computing retirement longevity will be the rate at the date of retirement.

J. Military Service time, after the successful completion of the probationary period, will be included as continuous service time in computation of future longevity payments, provided the employee returns to the employ of the EMPLOYER within one hundred twenty (120) days after release from military service with a branch of the U.S. Armed Forces.

K. Longevity compensation shall be a separate and distinct annual payment to those eligible employees but shall be considered a part of the regular compensation and as such subject to withholding tax, social security, retirement deductions and all other deductions required by Federal and State Laws.

L. Payments to employees eligible on October 31 of any year shall be due on the last payday in the following November. The annual period covered to computation of longevity will be from November 1 of each year through and including October 31 of the following year.

M. Longevity shall not apply to employees hired after March 1, 1995.

N. Any employee qualified for longevity in 1994 shall be frozen at 1994 rate and percentage.

O. Employees as of February 28, 1995 not yet qualified for longevity will qualify on the fifth anniversary of service and will receive longevity at 2% of 1994 rate for the duration of the employee's employment tenure.

ARTICLE 49

GENERAL MILEAGE REIMBURSEMENT

Employees using their personal vehicles for work related activities shall receive benefits calculated on the standard mileage rate for business use of a personal automobile accepted by the Internal Revenue Service.

ARTICLE 50

COMPLETE AGREEMENT

It is hereby agreed that this Agreement is the complete understanding of the parties. Notwithstanding the above, this Agreement is not intended to deprive any employee of any benefit or privilege enjoyed by the employee upon the date of execution of this Agreement but unintentionally not referred to herein. Any additional subject, whether discussed during negotiations or not, shall not be negotiated during the life of this Agreement, except by mutual agreement between the EMPLOYER and the ASSOCIATION.

With the foregoing understanding, there are no agreements or past practices which are binding on either the EMPLOYER or the ASSOCIATION other than this Agreement and those written agreements enumerated or referred to in the Agreement. No further agreement (or agreements) shall be binding on either the EMPLOYER or ASSOCIATION until it has been put in writing and signed by both the EMPLOYER and the ASSOCIATION.

ARTICLE 51

DURATION

This Agreement shall become effective January 5, 1999 and shall continue in full force and effect through midnight February 28, 2001. Thereafter it shall automatically renew itself for a one year term, and continue in full force and effect from year to year thereafter, unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other, not later than ninety (90) days prior to the expiration of this Agreement's original term, or ninety (90) days prior to the expiration of any subsequent automatic renewal terms as the case may be.

NOTE I

LETTER OF UNDERSTANDING

RE: Life Insurance

The St. Clair County Road Commission and the St. Clair County Road Commission Administrative and Technical Employees Association agree that notwithstanding the provisions contained in Article 40 Life Insurance of the Agreement between them, William Oliver and James Warner will receive life insurance in the following amounts:

William M. Oliver \$63,000

James R. Warner 1.5 times his annual salary in effect at the time the 1998-2001 Collective Bargaining Agreement becomes effective.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 6 day of January, 1999.

BOARD OF COUNTY ROAD COMMISSIONERS
COUNTY OF ST. CLAIR

Leonard Hool

Leonard Hool, Chairman

Janet C. Kitamura

Janet C. Kitamura, Secretary

ADMINISTRATIVE-TECHNICAL EMPLOYEES
ASSOCIATION OF THE ST. CLAIR COUNTY
ROAD COMMISSION

Ricky D. Mitchell

Ricky D. Mitchell, President

Charles Grewe

Charles Grewe, Vice-President

Earl Winans

Earl Winans, Chief Steward

William Oliver

William Oliver, Negotiator

