

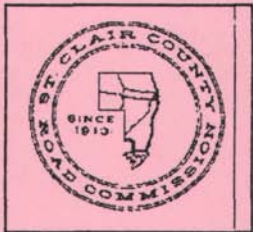
4542

2/28/2001

AGREEMENT

Between

**BOARD OF COUNTY ROAD
COMMISSIONERS
of the
COUNTY OF ST. CLAIR**



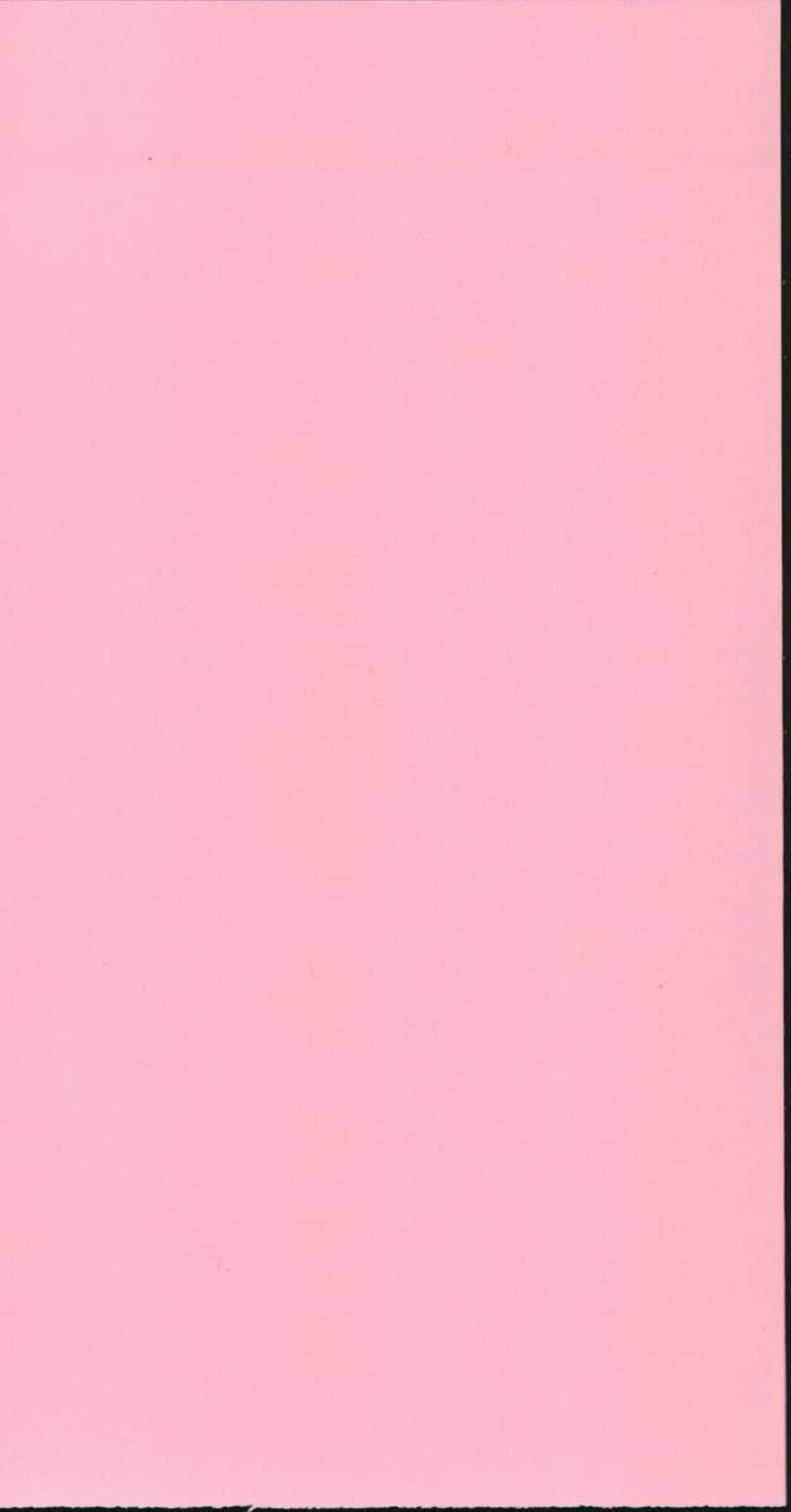
**LOCAL 516-M
SERVICE EMPLOYEES
INTERNATIONAL UNION,
AFL-CIO
CLERICAL UNIT**

St. Clair County Road Commissioners



**Term: March 1, 1998
Through: February 28, 2001**

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY



CONTENTS

| <u>TITLE</u> | <u>PAGE</u> |
|--|-------------|
| Defective Equipment/Accidents and Reports..... | 54 |
| Drug Free Work Place Policy.. | 37 |
| Duty-Connected Disability.... | 55 |
| General..... | 59 |
| Grievance Procedures..... | 5 |
| Holiday Pay..... | 41 |
| Hours-Work Day-Work Week.... | 23 |
| Insurance..... | 43 |
| Job Status and Functions of Union Officers..... | 4 |
| Layoffs and Recalls..... | 19 |
| Leaves of Absence..... | 29 |
| Longevity Pay and Service Recognition..... | 48 |
| Management Rights..... | 56 |
| Payroll Deduction and Union Security..... | 22 |
| Preliminary..... | 3 |
| Prohibition of Strikes and Lockouts..... | 57 |
| Promotions..... | 20 |
| Purpose and Intent of the Parties..... | 1 |
| Recognition..... | 3 |
| Representation..... | 4 |
| Seniority..... | 17 |
| Sick Leave..... | 33 |
| Supplemental Workers' Compensation..... | 37 |
| Terms of Agreement..... | 61 |
| Vacations..... | 27 |
| Wages and Classifications.... | 51 |

AGREEMENT

THIS AGREEMENT, made and entered into by and between the Board of County Road Commissioners of the County of St. Clair, State of Michigan, hereinafter referred to as the "Employer", and Local 516-M, Service Employees International Union, AFL-CIO, hereinafter referred to as the "Union",

WITNESSETH:

In consideration of the promises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

PURPOSE AND INTENT OF THE PARTIES

The purpose of the Employer and the Union in entering into this labor agreement is to set forth their agreement on rates of pay, hours of work, and other conditions of employment so as to promote orderly and peaceful relations with employees, to achieve uninterrupted operations of the St. Clair County Road Commission, and to achieve the highest level of employee performance consistent with safety, good health and sustained effort.

The Employer and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees.

The representatives of the Employer and the Union realize this goal depends on more than words in a labor agreement, that it depends

primarily on attitudes between people in their respective organizations and at all levels of responsibility. They believe that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both Employer and Union; they believe also that proper attitudes are of major importance in the day-to-day operations of the Road Commission and that the administration of this Agreement demands fairness and understanding. They believe that these attitudes can be encouraged best when it is made clear that Employer and Union representatives, whose duties involve negotiation of this Agreement, are not anti-union or anti-employer but are sincerely concerned with the best interests and well-being of the operations and all employees.

Officials respectively representing the Employer and the Union will, from time to time during the life of this Agreement, at the request of either and the mutual convenience of both, meet to apprise their administration of this Agreement, to analyze influences which may be impairing the attainment of their joint goal and to improve understanding between their respective representatives and among employees. Such meetings shall not be for the purpose of conducting continuing collective-bargaining negotiations, nor in any way to modify, add to, or detract from the provisions of this Agreement.

By such an arrangement the parties believe that they, as people of good will with sound purpose, may

best promote efficiency in their interests of all, as well as the legitimate interest of their respective organizations within the framework of a democratic society in which regard for fact and fairness is essential.

PRELIMINARY

When the pronoun "he" or "him" is used, it shall include the feminine pronoun "she" or "her" and vice versa.

SECTION HEADINGS

The section headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of the text of this Agreement.

ARTICLE I RECOGNITION

1.1) The Union is hereby recognized as the exclusive representative of all office and clerical employees including: secretaries, engineering aides, receptionist, stockclerks, accounting clerks, general clerks, steno technicians, storekeepers, engineering technicians, administrative assistants, safety coordinator, weighmaster and data-processing programmers; with the exclusion of: construction and maintenance employees, temporary employees, project and district foremen, professional employees, dispatchers, supervisors, and

confidential employees, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions.

1.2) Temporary employee is herein defined as: (1) an employee hired to work for less than one hundred and eight (180) days; or (2) an employee hired for a position scheduled to last less than one hundred eighty (180) days.

ARTICLE II REPRESENTATION

2.1) All employees who are covered by this Agreement shall be represented for the purposes of grievance procedure and negotiating by steward and/or alternate steward and a bargaining committee from their Unit and a Chief Steward. Union bargaining committee members will work in different departments.

2.2) The members of the Union Bargaining Committee shall be determined by the Local Union but shall not include employees of the Road Commission who are not members of the Unit except for officers of Local 516-M.

ARTICLE III JOB STATUS AND FUNCTIONS OF UNION OFFICERS

3.1) The names of the steward and alternate steward shall be given in writing to the Employer; no

steward or alternate steward shall function as such until the Employer has been advised of his selection in writing by the officers of the Local Union, or an International or Council representative. Any changes in steward or alternate shall be reported to the Employer in writing as far in advance as possible.

3.2) Beginning with the bargaining for successor contracts, not more than two (2) members of the bargaining committee 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.

3.3) Not more than one (1) representative of the union shall be paid by the Employer for the time spent in processing grievances related to St. Clair County Road Commission and only for their regularly scheduled working hours, at their regularly scheduled earned rate.

3.4) Any steward or alternate having an individual grievance in connection with his own work may ask for a member of the committee to assist him in adjusting the grievance.

ARTICLE IV GRIEVANCE PROCEDURES

A. ADJUSTMENT OF GRIEVANCES

4.1) The purpose of this Article is: (1) to provide

opportunity for discussion of any request or complaint, and (2) to establish procedures for the processing and settlement of grievances as defined in Section 4.2 of this Article.

4.2) "Grievances" as used in this Agreement are limited to complaints which involve the interpretation or application of, or compliance with, the provisions of this Agreement.

4.3) Step 1. When any employee has a request or complaint, it shall be promptly discussed with the supervisor of the task assigned with or without a steward being present, as the employee may elect, in an attempt to settle it. However, any employee may instead, if he desires, report the matter directly to his steward and in such event the steward, if he believes the request or complaint merits discussion, shall take it up with the employee's supervisor in a sincere effort to resolve the problem. The employee involved may be present in such discussion, if he desires. In the event his steward is not available, all Union functions in this step shall be handled by the alternate steward or Chief Steward.

Step 2. Failing to reach an agreement on the Step 1 grievance within two (2) working days after discussion with the aggrieved employee's immediate supervisor but no later than ten (10) working days after the employee knew or reasonably should have known of the occurrence of the circumstances giving rise to the grievance, the grievance shall be

converted to writing on a form provided by the Employer and signed by the grievant and a notice of appeal to Step 2 must be given in writing to the Department Head. This action will be performed by the Union Steward and/or Chief Steward. Such notice shall include a statement of the reasons for appeal to Step 2. Within five (5) working days following receipt of the written notice of appeal to Step 2, the grievance shall be discussed between the Union and Department Head at a meeting scheduled at a mutually satisfactory time. Department Head answers in writing to Second Step Grievances will be returned to the Union within five (5) work days of the meeting. In the event the Department Head is the same person as the Supervisor, then the function of Department Head at Step 2 shall be performed by the Secretary of the Board.

Step 3. Failing to reach an agreement on the Step 2 grievance within five (5) working days after having received the Step 2 grievance, a notice of appeal to Step 3 must be given in writing to the Managing Director. Such notice shall include a statement of the reasons for appeal to Step 3. Within five (5) working days following receipt of the written notice of appeal to Step 3, the grievance shall be discussed between the Union and Management at a meeting scheduled at a mutually satisfactory time. Employer answers to Third Step Grievances will be returned in writing to the Union within five (5) working days of the meeting.

4.4)a) At all steps in the

grievance procedure, the grievant and the Union representatives shall disclose to the Employer representatives a full and detailed statement of the facts relied upon, the remedy sought, and the provisions of the Agreement relied upon. In the same manner, the Employer representatives shall disclose all the pertinent facts relied upon by the Employer.

b) Either party, within the time limits specified in Section 4.3, may request in writing an extension of not more than thirty (30) days. If such request is refused, such refusal must be in writing and must be delivered to the party requesting such extension, at least one (1) day prior to the expiration of the appropriate time limit; otherwise, the time limit will automatically be extended until one (1) day after the written refusal is received.

c) In order to avoid the necessity of filing numerous grievances on the same subject or event, or concerning the same alleged contract violation occurring on different occasions, a single grievance may be processed and the facts of alleged additional violations (including dates thereof) may be presented in writing in the appropriate step on a special form supplied by the Employer. Such additional claims shall be filed promptly and be signed by each grievant or when not signed by grievant, to be signed and the grievants designated as provided in Step 1. When the original grievance is resolved in the grievance or arbitration procedure, the parties

resolving such grievance shall review such pending claims in the light of the decision in an effort to dispose of them. If any such claim is not settled, it shall be considered as a grievance and processed in accordance with the applicable procedure and the applicable time limitations.

d) Grievances which are not filed initially in the proper step of the grievance procedure shall be referred to the proper step for discussion and answer by the Employer and Union representatives designated to handle grievances in such step.

4.5) The grievance procedure may be utilized by the Union in processing grievances which allege a violation of the obligations of the Employer to the Union as such and shall be filed in Step 3. In processing such grievances, the Union shall observe the specified time limits in appealing and the Employer shall observe the specified time limits in answering. In the event an employee dies, the Union may process on behalf of his legal heirs any claim he would have had relating to any monies due under any provisions of this Agreement.

4.6) If this Agreement is violated by the occurrence of a strike, work stoppage, or interruption or impeding of work at any installation or any subdivision thereof, no grievances shall be discussed or processed in the Step 3 or above while the violation continues.

4.7) Notwithstanding the procedure herein provided, any

grievance may be submitted to arbitration at any time by agreement of the parties.

4.8) The steward, and/or alternate steward and the chief steward, shall have access to all departments in the Unit, subject to established rules and at reasonable times to investigate grievances; provided, however, there shall be no interruption to operations.

4.9) The stewards and/or alternate steward and the chief steward, shall be authorized to represent all employees in departments under their jurisdiction and shall be afforded such time off, without pay, as may be required to: (1) Attend joint Management-Union meetings pertaining to discharges or other matters which cannot reasonably be delayed,; (2) to visit work areas other than his own at all reasonable times only for the purpose of handling grievances, after notice to the Department Head of the area being visited and permission from his own Supervisor within two scheduled Union seminars conducted by the International Union for the purpose of educating and training Union representatives in the discharge of their responsibilities and duties under this Agreement.

B. SUSPENSION AND DISCHARGE CASES

4.10) The purpose of this section is to provide for the disposition of complaints involving suspension or discharge and to establish a special procedure for the prompt review of cases involving discharge or suspension. If an

employee to be suspended believes he has been unjustly dealt with, he may request and be granted, prior to suspension, a hearing as provided in Section 4.11 below, and given a statement of the offense alleged. However, if in the opinion of the Employer, the misconduct alleged is so aggravated as to require immediate suspension, the Employer may do so provided the affected employee is given the opportunity for the hearing above referred to within two (2) working days of the notice of suspension. Request for the suspension hearing shall be made the day the employee is notified of the intended discipline. If the employee does not request a hearing prior to the suspension as above provided for and the period of suspension is four (4) working days or less, the affected employee may contest the disciplinary action in accordance with ARTICLE IV, A. ADJUSTMENT OF GRIEVANCES, and ARTICLE IV, C. ARBITRATION. Complaints concerning suspensions of five (5) working days or more and discharges shall be handled in accordance with the procedure set forth below.

4.11) An employee shall not be peremptorily discharged. In all cases in which the Employer may conclude that an employee's conduct may justify suspension or discharge, he shall be suspended initially for not more than ten (10) working days, and given written notice of such action. A copy of such notice, shall be furnished to such employee's steward and a copy mailed to the Union, c/o the President, as soon as possible.

If suspension or disciplinary action falls immediately on, before, or after a holiday, the employee will not lose any benefits for the holiday. He/she will not be required to pay for any fringe benefits during this time.

If such initial suspension is for not more than four (4) working days and the employee affected believes he has been unjustly dealt with, he may file a grievance and have it processed in accordance with ARTICLE IV, A. ADJUSTMENT OF GRIEVANCES, and ARTICLE IV, C. ARBITRATION.

If such initial suspension is for five (5) working days or more, and if the employee affected believes that he has been unjustly dealt with, he may request and shall be granted, prior to the suspension period and subject to the limitations in Section 4.10 above with regard to aggravated conduct, a hearing and a statement of the offense before the Managing Director or his designated representative, with his Steward or Alternate present. At such hearing the facts concerning the case shall be made available to both parties. After such hearing, or if no such hearing is requested, the Employer shall conclude whether the suspension shall be affirmed, modified, extended, reduced, revoked, or converted into a discharge. In the event the suspension is affirmed, modified, extended, reduced or converted into a discharge, the employee may, within five (5) working days after notice of such action, file a grievance in the second step of the grievance procedure. Such

grievance shall thereupon be handled in accordance with the procedures of ARTICLE IV, A. ADJUSTMENT OF GRIEVANCES AND ARTICLE IV, C. ARBITRATION.

4.12) Should any initial suspension, or affirmation, modification, or extension thereof, or discharge be revoked by the Employer, the Employer, in the absence of mutual agreement to the contrary, shall reinstate and compensate the employee affected for the time lost at the standard hourly wage rate of the job he occupied at the time of initial suspension.

4.13) Should it be determined by the Arbitrator that an employee has been suspended or discharged without cause, the Employer shall reinstate the employee and compensate him for the time lost at the applicable rate of pay set forth in the immediate preceding paragraph. Should it be determined by the Arbitrator that an employee has been suspended or discharged for cause, the Arbitrator shall have jurisdiction to modify the degree of discipline imposed by the Employer. The provisions of this Section apply to all suspensions regardless of the number of days involved.

4.14) When a strike, work stoppage, or interruption or impeding of work is in progress, the Employer shall not be required to hold any hearings or notify employees under this Section if the employees are participating in such a violation of this Agreement or if it is impracticable for the Employer to do so because of such violation. In

such cases, the time limit for holding hearings or notifying employees shall start to run upon the termination of the strike, work stoppage, or interruption or impeding of work.

C. ARBITRATION

4.15) If a grievance is not settled in the procedure herein set forth in Step 3, Section 4.3, the Union may within thirty (30) calendar days after receipt of the Employer's decision at Step 3, notify the Employer by certified mail, return receipt requested, that it is taking the grievance to arbitration in accordance with the provisions of Section 4.16. Such notice shall include a statement of the reasons for such action.

4.16) If the Union notifies the Employer that it is taking a grievance or grievances to arbitration in the manner and within the time limit prescribed in Section 4.15, the grievance or grievances shall be submitted to arbitration under the Voluntary Labor Arbitration Rules and Regulations of the American Arbitration Association, and the Union shall make its request to the American Arbitration Association for the selection of an arbitrator, not later than fourteen (14) calendar days after the date notice is mailed to the Employer that the Union is taking the grievance to arbitration. If an arbitrator is not requested within the time limit as provided, the grievance shall be considered as settled on the terms offered by the Employer as Step 2. The Union shall not submit more than two (2) separate grievances to the same arbitration

hearing without the mutual consent of the Employer.

4.17) It is understood and agreed between the parties that the powers of the Arbitrator are limited as follows:

- a) He shall have no power to decide any matter which is reserved solely to the rights of management;
- b) Except as otherwise specifically provided in this Agreement, he shall have no power to change the wages, hours or condition of employment set forth in this Agreement;
- c) He shall have no power to add to, subtract from or modify any of the terms of this Agreement;
- d) He shall deal only with the grievance or grievances which occasioned his appointment.

4.18) The expenses of the Arbitrator shall be shared equally between the Employer and the Union. The Arbitrator shall render his decision, in writing, within one (1) month following the submission of the matter to him. His decision shall be final and binding upon all parties to the arbitration.

4.19) Awards of the Arbitrator may or may not be retroactive as the equities of particular cases may demand, but the following shall be observed in any case where the award is retroactive:

- a) The effective date for adjustment of grievances relating to:
- 1) Suspension and discharge cases shall be determined in accordance with the provisions of Section 4.13, Article IV, B. SUSPENSION AND DISCHARGE CASES.
 - 2) Seniority cases, or cases involving rates of pay for new or changed jobs, shall be the date of the occurrence or non-occurrence of the event upon which the grievance is based, but in no event earlier than thirty (30) days prior to the date on which the grievance was filed.
 - 3) Rates of pay to be used in figuring any retroactive award shall be the rate of pay on the date of the occurrence or non-occurrence of event upon which the grievance is based.
- b) The effective date for adjustment of grievances involving matters other than those referred to in sub-paragraphs 1), 2), and 3) above, shall be no earlier than the date the grievance was first presented in Step 1., but in no event earlier than ten (10) days prior to the date the grievance was first presented

in written form in Step 2 of ARTICLE IV, A. ADJUSTMENT of GRIEVANCES.

4.20) Any disciplinary action by the Employer shall be measured out within twenty (20) days of the Employer's knowledge of the alleged offense. Absent any request for an extension to investigate the matter further by the Employer, this provision shall be strictly enforced.

ARTICLE V SENIORITY

5.1) New employees hired to fill specific vacancies will be considered as probationary employees until they have been employed continuously for one hundred and eighty (180) days, but seniority will start as of last date of hire.

5.2) The last day of hire shall mean the last date the employee was employed or transferred to perform work of a nature which is normally assigned to the bargaining unit.

5.3) Employees who are transferred or promoted to a job outside of the bargaining unit shall retain their seniority within the bargaining unit for a period of one (1) year. Thereafter their bargaining unit seniority shall be terminated. Employees returning to the bargaining unit after being transferred or promoted to a job outside of the bargaining unit shall be required to work on a bargaining unit job for not less than ninety (90) days before again being

permitted to take a job outside of the bargaining unit and retain their bargaining unit seniority.

5.4) When an employee acquires seniority, his name shall be placed on the seniority lists. Up-to-date seniority lists shall be made available to all employees annually.

5.5) Seniority, or continuous service, shall be broken and the employee shall cease to have seniority and is no longer an employee if he or she:

- a) Voluntarily quits the service of the Employer;
- b) Is discharged for cause;
- c) Fails to report absence from a regularly scheduled work day for a period of three (3) consecutive working days;
- d) Is on lay off and fails to report or acknowledge notice to report within three (3) days of written notice. Such notice shall be reported by the Employer to the Union in writing, and a copy of the report shall be mailed by certified mail to the employee involved, at his last known address as shown on Employer records. If within seven (7) calendar days thereafter, good and sufficient reason is not shown for failure to report, the employee shall be deemed to have voluntarily quit;
- e) A continuous lay-off of two (2) years or for a period of time

equal to the employee's seniority at time of lay-off, whichever is greater.

5.6) Seniority of an employee shall continue while absent because of injury covered by Worker's Compensation, covered by ARTICLE XII.

ARTICLE VI LAYOFFS AND RECALLS

6.1) It is the intent and purpose of this Article to preserve the principle that provided the employee has the ability to perform the work, job security should increase in proportion to length of continuous service without interruption to the efficient operations of the Employer.

6.2) Probationary and temporary employees shall be laid off before any seniority employee.

6.3) In case of lay off or recall, the senior employee so affected may displace any other employee with less seniority in his own classification in the bargaining unit provided he can demonstrate that he has equal or greater skill or ability, experience or education, and physical fitness where applicable.

6.4) During a lay off, supervisory employees shall not be permitted to perform work of the bargaining unit except in the following types of situations:

- a) Work normally performed by the Supervisor;

- b) In emergency or where regular employees are not available;
- c) To instruct or train employees;
- d) To do experimental work on a new job;
- e) To fill personnel shortages caused by scheduled employees not reporting to work;
- f) In all other cases where unit employees are not displaced due to the work performed by the Supervisor.

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

6.6) In the event an employee is unable to perform his regular job as a result of disability, the Employer and the Union will make a diligent effort by mutual agreement to assign the employee in a job he is qualified to perform regardless of seniority.

ARTICLE VII PROMOTIONS

7.1) The Employer encourages unit employees to seek upgrading within the bargaining unit. If a new job or permanent vacancy occurs in a classification covered by this Agreement and the Employer determines to fill such opening, the job will be posted for a period of five (5) working days. The Employer will give consideration to unit employees who

possess the skill or ability, experience or education and physical fitness where applicable, necessary to perform the job. If more than one employee is qualified and all of the above factors are relatively equal, award shall be made to the employee with the longest continuous service. The award to the successful applicant will be made within five (5) working days following the closing of bids. If there are no qualified bidders for any posted job, the Employer may fill the job at its discretion. New employees on probation are not eligible to bid on posted job openings.

7.2) The Employer reserves the right to fill skilled trade positions and other highly skilled classifications from outside the unit where need requires.

7.3) An employee who accepts a promotion or lateral transfer shall be subject to a probationary period of one hundred and eighty (180) days.

7.4) The employee shall have thirty (30) working days during which to elect to return to his former job classification without loss of seniority. In addition, an employee, who in the Employer's opinion does not satisfactorily complete the probationary period, may elect to return to his former job classification without loss of seniority.

7.5) An employee who accepts a promotion or lateral transfer and who in the Employer's opinion satisfactorily completes the probationary period shall be placed

on the job classification seniority list as of the first full days' work in the upgraded classification.

7.6) Requests for downward transfers will not be accepted.

7.7) Union and Employer agree that there is no requirement to train employees in specific skills for specific positions, but a period of time may be required to acquire job familiarity.

ARTICLE VIII PAYROLL DEDUCTION AND UNION SECURITY

8.1) During the term of this Agreement, the Employer will honor written assignment of wages to the Union for the payment of Union dues, or service charge of non-Union employees. The Employer will promptly remit the dues deducted pursuant to such assignments with a written statement of the names of the employees for whom deductions were made. Normally, the deduction will be made the last period of each month for the then current Union dues. The employee's assignment may include the following clause which the Employer agrees to honor:

"This assignment shall continue in full force and effect until revoked by the employee in writing not more than sixty (60) days and not less than fifty (50) days before any anniversary date of this Agreement."

8.2) During the term of this Agreement, the Employer will honor

written assignments of wages for charitable contributions, Credit Union, savings bonds, retirement plans, insurance, and deferred compensation.

8.3) Each employee who would be eligible to acquire or maintain membership in the Union, and who fails voluntarily to acquire or maintain membership in the Union shall be required as a condition of employment, beginning on the thirty-first (31st) day following the beginning of such employment or date of this Agreement, whichever is later, to pay to the Union each month a service charge as a contribution toward the administration of this Agreement and the representation of such employee. This service charge for the first month shall be an amount equal to the Union's regular and usual initiation fee and monthly dues, and for each month thereafter an amount equal to the regular and usual monthly dues.

8.4) The Union 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 IX HOURS-WORKDAY- WORKWEEK

9.1) Normal work week shall

consist of forty (40) hours of five (5) consecutive days, Monday through Friday, both days inclusive for the period commencing from the Sunday prior to Labor Day to the last Saturday in April, and four (4) consecutive days, Monday through Thursday, both days inclusive for the balance of the year.

- a) During the period from the last Sunday in April to the Saturday prior to Labor Day, management shall have the right to establish, in addition to the normal Monday through Thursday ten hour schedule, a Tuesday through Friday ten hour schedule and seek volunteers to work a Monday through Friday 8 hour schedule.
- b) Any employee desiring to work Tuesday through Friday or Monday through Friday 8 hour schedule shall notify management on a form to be posted between March 15 and March 30.
- c) Management will staff the Tuesday through Friday 10 hour schedule and/or Monday through Friday 8 hour schedule from the list according to the work which management wants to have done on the Tuesday through Friday schedule, and subject to the provisions of Paragraph e) below. The classifications necessary for the work shall be filled according to seniority.
- d) If an insufficient number of employees with appropriate classifications to do the work

do not request a Tuesday through Friday schedule, management may assign employees for Friday work from the general work force with appropriate classifications to do the work according to reverse seniority. In the event of an assignment, employees may select either a 4-10 or 5-8 schedule with approval of management, which will not be unreasonably withheld.

- e) If management chooses to establish a Tuesday through Friday ten hour schedule or schedule volunteers for the Monday through Friday 8 hour schedule, it must do so before the last Sunday in April. Once established for the season, the schedule(s) and the employees who shall work them, shall be fixed from the last Sunday in April through the Saturday prior to Labor Day, subject to Paragraph f) below.

- f) By mutual agreement of affected employees and management, employees on Monday through Thursday and Tuesday through Friday schedules may switch scheduled days. Neither management nor affected employees will unreasonably refuse a requested switch, providing management requirements and employee classifications are sufficient to accomplish the work.

9.2) No later than ten (10) working days prior to the institution of the four tens schedule,

representatives of the Union and the Employer will meet and confer as to which bargaining unit members will be on the four tens schedule and which bargaining unit members will remain on a five eights schedule.

9.3) Overtime shall be computed on the basis of one and one-half (1 1/2) times the regular hourly rate on all hours worked in excess of the scheduled hours per day and on all hours in excess of the scheduled hours per week.

9.4) Normal hours shall be as follows unless otherwise scheduled by the Employer:

- a) Last Sunday in April to Saturday prior to Labor Day -7:00 a.m. to 5:00 p.m.
- b) Sunday prior to Labor Day to last Saturday in April -8:00 a.m. to 4:00 p.m.
- c) Lunch period shall be from 12:00 Noon to 12:30 p.m. unless otherwise scheduled by Employer.
- d) Employees working overtime hours will be allowed necessary breaks for meals; the breaks will be limited to one-half (1/2) hour in duration and taken at usual meal times, including midnight.
- e) Employer may schedule afternoon and midnight shifts and pay for such fixed shifts a shift differential of twenty cents (20¢) per hour for afternoon shift and twenty-five cents

(25¢) per hour for midnight shift.

9.5) Nothing in this Agreement shall be construed as a guarantee of hours per day or days per week; however, it is not the intent of the Employer to reduce the normal work hours unless dictated by lack of work or financial contingencies.

9.6) Paid vacations, paid sick leaves and paid holidays will count as time worked when computing overtime.

9.7) Compensatory time off may be used for time earned in lieu of payment.

9.8) Employees called out to work outside their regular working hours shall receive a minimum of two (2) hours pay for regular days and four (4) hours pay for Friday during the scheduled ten (10) hour work days, Saturday, Sunday and Holidays.

ARTICLE X VACATIONS

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

10.2) Vacation leave with pay will not be granted to any employee who has not completed at least one (1) year of continuous employment.

10.3) Vacation leave with pay will not be granted before vacation time has been earned.

10.4) A vacation of eighty (80)

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 twenty (120) hours; from ten (10) to fifteen (15) years, one hundred twenty (120) hours plus eight (8) hours per year of continuous service for each year over ten (10) years; and one hundred sixty (160) hours to employees having fifteen (15) years or more of continuous service.

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 allowed for one (1) year.

10.5) Paid holidays falling within a paid vacation will not be charged against the earned vacation time.

10.6) 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 the Employer in advance. Vacations shall be granted in order of request.

10.7) At the option of the employee, an employee who retires in accordance with the provisions of the St. Clair County Employees 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.

10.8) In accumulating vacation

leaves, 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, as defined in ARTICLE XX.

10.9) All fringe benefits shall cease when an employee is off the payroll, except as provided in Section 16.4 and Section 20.1.

ARTICLE XI LEAVES OF ABSENCE

11.1) Leaves of absence may be granted at the discretion of the Employer. Such leaves will not be granted for the purpose of permitting the employee to work elsewhere. The employees returning from authorized leaves of absence shall be entitled to return to their own jobs with full seniority credits, and shall be entitled to full consideration for advancement to any vacancy which occurred during their absence, except as otherwise provided for in writing as a condition to granting such leaves of absence.

11.2) Maternity leave of absence will be granted upon written application to the Secretary of the Board. Such request must be made prior to the fifth (5th) month of pregnancy and shall include a Doctor's certificate indicating the anticipated delivery day and length of leave, and a letter from the employee indicating the expected date to start leave. The maternity leave of absence shall be up to ninety (90)

days from date of commencement of leave. Unless disabled, the employee may continue to work until the anticipated birth of her child and shall not begin maternity leave prior to two weeks before expected delivery date. Employees shall use any accumulated sick leave to their credit during this time and may use vacation time. If the maternity leave of absence lasts longer than the amount of accumulated sick leave and/or vacation time available, that portion of the leave will be without pay. Employees returning from authorized maternity leaves of absence shall submit a return to work form from the doctor and shall be entitled to return to their own job with full seniority credits.

11.3) Paid emergency leaves not exceeding three (3) days will be granted to all employees having continuous service of sixty (60) days 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. Paid emergency leaves for the day of the funeral only will be granted to all employees having continuous service of sixty (60) days 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.

11.4) Any absence of an employee for 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 under the provisions of this Agreement will be deemed to be an absence without leave.

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

11.6) Employees required to serve on jury duty will be paid the difference between jury duty pay and their regular day's pay provided they submit such evidence.

11.7) 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 worksite 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;
- 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 the 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 schedule.
- 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) For further information regarding your rights and obligations under the Family and Medical Leave Act, please see your supervisor or the Secretary of Board.

ARTICLE XII SICK LEAVE

12.1) 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.

12.2) All employees as of the effective date hereof shall have accumulated sick leave as shown on the books of the Employer.

12.3)a) All regular employees hired prior to 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) Forty (40) hours after each four (4) months after the third and subsequent years.
- b) 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.
- c) Sick leave when used shall be charged on a time for time basis, first from sick leave accumulated after February 28, 1998, if available. In the event no sick leave has been accumulated since February 28, 1998, the sick leave shall be charged on a time for time basis against sick leave accumulated prior to February 28, 1998, if available.
- d) 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 Employer.

12.4) Any employee in the service of the Road Commission who retires in accordance with the

provisions of the St. Clair County Employees Retirement Plan shall be paid for accumulated sick leave at current wages at retirement as follows:

- a) 65% of sick leave accumulated as of February 28, 1998; or
- b) 65% of sick leave accumulated after February 28, 1998, not to exceed 240 hours; or
- c) 65% of a combination of sick leave accumulated in a) and b) above, not to exceed 240 hours.

12.5) 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 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.

12.6) A satisfactory Doctor's Certificate shall be submitted before payment will be made for sick leave, with the following exceptions: Five (5) one day sick leave usages per year and two (2) one to five day usages per year. All other sick leave usages, including any usages the day before or 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 the pay period in which the absence occurred, whichever is longer, providing the employee is physically capable of doing so. "Usages" under this Article 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.

12.7) 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 the employee's supervisor or his designated representative 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.

12.8) An employee returning from sick leave shall have the right to return to his own job providing he has been off on sick leave for less than two (2) years plus one (1) day, and to a job for which he is qualified, providing he has been off for less than five (5) years, or the length of his seniority, whichever is less.

12.9) An employee may take

eighteen (18) personal hours off as sick leave in no less than one (1) hour increments, which shall not count as sick leave under Section 12.6.

ARTICLE XIII SUPPLEMENTAL WORKER'S COMPENSATION

13.1) In the event of an "on the job" accident, an employee may apply for accumulative sick leave to the extent of augmenting 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 shall be proportionate to the amount of pay from the Road Commission.

ARTICLE XIV DRUG FREE WORK PLACE POLICY

14.1) 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 absenteeisms 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 worksites, in Commission vehicles or equipment or while on Commission business.

The Commission and Local 516M, AFL-CIO, and International Union of Operating Engineers 547 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.

14.2) Definitions

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

14.3) 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:

- A. As part of a routine scheduled physical examination for purposes of commercial driver's license (CDL) testing;
- B. 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:
 - 1. Observable phenomena such as direct observation of drug use or possession and/or physical symptoms of being under the influence of a drug/alcohol;
 - 2. 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;
 - 3. 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;

4. Evidence that the employee has tampered with a previous drug test.

C. All applicants for employment must pass a drug screen analysis as a condition of being offered employment;

D. No random testing will be conducted.

14.4) 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.

14.5) 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:

A. 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

B. Obtains counseling or rehabilitation through the Employee Assistance Program or seeks medical attention through an accredited program; and

C. Thereafter refrains from further violation of this policy.

14.6) 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.

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

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

14.9) In compliance with the Drug Free Work Place Act of 1988, St. Clair County Road Commission, Local 516M and International Union of Operating Engineers 547 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 understands that strict compliance with this policy will be enforced and is a condition of employment.

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

ARTICLE XV HOLIDAY PAY

15.1) All employees having continuous service of thirty (30) days shall be eligible to receive

holiday pay under the following regularly scheduled paid holidays:

New Year's Day
Good Friday
Memorial Day
Independence Day
The day following the
Independence Day holiday
unless Independence Day is on
a Tuesday, in which case it
will be on Monday.
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
Last regular shift the day
before New Year's Day when
New Year's Day falls on
Tuesday, Wednesday, Thursday,
or Friday.

- a) Whenever one of these holidays occurs on Saturday, it shall be recognized on the preceding scheduled work day.
- b) Whenever one of these holidays occurs on Sunday, it shall be recognized on the Subsequent Monday.

15.2) 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 XVI INSURANCE

16.1) The Employer agrees to 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.

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.

Furthermore, after the payment of the deductible amount, the plan may 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. Psychiatric Care Benefits are subject to 50% co-payment and specified maximums.

The Employer agrees to provide Community Blue Preferred Provider Organization (PPO) Plan 2 with co-payment by the employee up to a

maximum of \$750.00 per family in co-payments In-Network, or equivalent, as an alternative to the plan offered above.

16.2) The Employer will provide group life insurance of Twenty-five Thousand Dollars (\$25,000) for each employee.

16.3) The Employer agrees to 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. If the Production Unit or the Administration, less the Commission, is granted a lesser co-pay during the life of this contract, the same shall apply to this contract.

16.4) The Employer will continue to provide the benefits specified in ARTICLE XVI, INSURANCE, 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 Employer will continue to provide the hospitalization and surgical benefits specified in Section 16.1 for a maximum of sixty (60) days after an employee is off the payroll for medical leave or layoff.

16.5) A Dental Insurance Program will be provided for the employee and his family. This plan will cover 100% of Diagnostic and Preventive Services, 85% of Basic Restorative, Endodontics, Oral Surgery and 50% of Major Restorative and Installation of Prosthodontics

with a maximum benefit per calendar year of \$1,000 per person. This plan will also cover 50% of Orthodontic care with a lifetime maximum of \$750 per person and \$50 deductible per person or a family deductible of \$150.

16.6) The Employer will provide Blue Cross/Blue Shield of Michigan Vision Care Group Benefit Certificate 4790-2 optical insurance program, or equivalent, for employees having a 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 or annual eyewear and vision examinations as part of the Community Blue PPO Plan, or equivalent.

16.7) The Employer agrees to provide Extended Disability Benefits as follows:

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.

16.8) Effective May 1, 1993, 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.

16.9) Effective May 1, 1993, 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.

ARTICLE XVII LONGEVITY PAY AND SERVICE RECOGNITION

17.1) 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.

17.2) 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.

17.3) 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.

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.

"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.

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.

17.4) The following schedule of payment shall apply:

Continuous 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% |

17.5) 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 there of. There shall be no proration for a part of the year in which employment terminates for any reason other than in case of retirement.

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.

17.6) Longevity payments shall not be made as herein approved, after February 28, 1993.

17.7) Service Recognition shall be calculated and paid as follows:

a. All Service Recognition payments shall be paid to employees on an hourly basis to a maximum of 2080 hours, including straight time, overtime and worker's compensation hours. The Service Recognition payment will be calculated separately and paid in addition to the employee's regular hourly wages.

b. The following schedule will be paid pursuant to a above:

| <u>Employee Number</u> | <u>Employee Name</u> | |
|----------------------------|--------------------------|---------|
| 35 | Patrick Macy | \$.548 |
| 38 | John Mazure | .247 |
| 55 | Stephen Smith | .288 |
| 59 | Robert Parniske | 1.392 |
| 60 | Steven Zurick | .288 |
| 78 | Marie Edington | 1.011 |
| 79 | Sandra Holladay | .590 |
| 84 | Lee Sari | .884 |
| 92 | Joyce Sobkowski | .295 |
| 93 | Deborah Wuebben | .219 |
| 97 | Gail Fuchs | .295 |
| 98 | Carla Lovett | .378 |
| 312 | Lawrence Krantz | .378 |
| 337 | Edward Boddy | .304 |

17.8) Service Recognition shall not apply to employees hired after March 1, 1993.

17.9) If the Production Unit or the Administration, less the Commission, is granted a greater longevity benefit during the life of this contract, the same shall apply to this contract.

ARTICLE XVIII WAGE AND CLASSIFICATIONS

18.1) Job Evaluation Plan and Annual Compensation Rates, effective March 1, 1998:

| Minimum | | | | | Maximum |
|---------|--------|--------|--------|--------|---------|
| Pay | Step A | Step B | Step C | Step D | Step E |
| Grade | Entry | 1 Year | 2 Year | 3 Year | 4 Year |
| 6 | 34,583 | 36,744 | 38,903 | 41,066 | 43,227 |
| 5 | 31,800 | 33,788 | 35,774 | 37,760 | 39,750 |
| 4 | 29,203 | 31,031 | 32,856 | 34,682 | 36,507 |
| 3 | 26,943 | 28,629 | 30,311 | 31,996 | 33,677 |
| 2 | 25,040 | 26,603 | 28,168 | 29,734 | 31,298 |
| 1 | 23,096 | 24,538 | 25,982 | 27,424 | 28,868 |

Classifications:

| | |
|---|--|
| 6 | Asst. to Dir. of Oper., Wmaster |
| 5 | Safe. Co-Ord., Engr. Aide DPW II, Engr. Aide III |
| 4 | Comp. Prgrm., Engr. Aide I or II |
| 3 | StenoTech/Oper & Eng., Bkkpr/Sys. Oper., StenoTech/R/W, StenoTech/Dep. Dir., Secretary, Acct Clk IV, Storeskeeper, StenoTech/Spec. Serv. |
| 2 | Act Clk III, Stk Clk IV, Engr. Tech., Dis. Clk, PT Bkkpr., Stk Clk II |
| 1 | Receptionist |

18.2) Job Evaluation Plan and Annual Compensation Rates, effective March 1, 1999:

| Minimum Pay Grade | Step A Entry | Step B 1 Year | Step C 2 Year | Step D 3 Year | Maximum Step E 4 Year |
|-------------------------|-----------------|------------------|------------------|------------------|-----------------------------|
| 6 | 35,447 | 37,663 | 39,875 | 42,093 | 44,307 |
| 5 | 32,595 | 34,632 | 36,669 | 38,704 | 40,744 |
| 4 | 29,933 | 31,807 | 33,678 | 35,549 | 37,420 |
| 3 | 27,617 | 29,345 | 31,069 | 32,796 | 34,519 |
| 2 | 25,666 | 27,269 | 28,872 | 30,477 | 32,081 |
| 1 | 23,673 | 25,152 | 26,631 | 28,110 | 29,589 |

Classifications:

| | |
|---|---|
| 6 | Asst.to Dir.of Oper., Wmaster |
| 5 | Safe.Co-Ord.,Engr.Aide DPW II, Engr.Aide III |
| 4 | Comp.Prgm.,Engr.Aide I or II |
| 3 | StenoTech/Oper & Eng.,Bkkpr/Sys.Oper.,StenoTech/R/W, StenoTech/Dep.Dir.,Secretary,Acct Clk IV, Storeskeeper, StenoTech/Spec.Serv. |
| 2 | Act Clk III, Stk Clk IV, Engr. Tech., Dis. Clk, PT Bkkpr., Stk Clk II |
| 1 | Receptionist |

18.3) Job Evaluation Plan and Annual Compensation Rates, effective March 1, 2000:

| Minimum Pay Grade | Step A Entry | Step B 1 Year | Step C 2 Year | Step D 3 Year | Maximum Step E 4 Yea |
|-------------------------|-----------------|------------------|------------------|------------------|----------------------------|
| 6 | 36,334 | 38,604 | 40,872 | 43,145 | 45,415 |
| 5 | 33,410 | 35,498 | 37,586 | 39,672 | 41,763 |
| 4 | 30,682 | 32,602 | 34,520 | 36,438 | 38,356 |
| 3 | 28,307 | 30,078 | 31,846 | 33,616 | 35,382 |
| 2 | 26,308 | 27,950 | 29,594 | 31,239 | 32,883 |
| 1 | 24,265 | 25,781 | 27,297 | 28,813 | 30,329 |

Classifications:

| | |
|---|---|
| 6 | Asst.to Dir.of Oper., Wmaster |
| 5 | Safe.Co-Ord.,Engr.Aide DPW II, Engr.Aide III |
| 4 | Comp.Prgm.,Engr.Aide I or II |
| 3 | StenoTech/Oper & Eng.,Bkkpr/Sys.Oper.,StenoTech/R/W, StenoTech/Dep.Dir.,Secretary,Acct Clk IV, Storeskeeper, StenoTech/Spec.Serv. |
| 2 | Act Clk III, Stk Clk IV, Engr. Tech., Dis. Clk, PT Bkkpr., Stk Clk II |
| 1 | Receptionist |

18.4) All salary increases assuming satisfactory job performance

review. 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.

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

18.6) 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.

18.7) If the Production Unit or the Administration, less the Commission, is granted a greater wage increase percentage during the life of this contract, the same shall apply to this contract.

ARTICLE XIX DEFECTIVE EQUIPMENT/ACCIDENTS AND REPORTS

19.1) The Employer shall not require employees to take out on the street or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. The Employer reserves the right to determine the safety condition of the vehicle

provided the order is not in direct conflict with State law. Employee may request order to be in writing if he thinks equipment unsafe.

19.2) Any employee involved in any accident with county equipment shall immediately report said accident and physical injury sustained. Before starting his next shift, the employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all names and addresses of witnesses to any accidents. For purposes of disciplinary action, no such accident shall be held against an employee's record for more than three (3) years.

19.3) Employee shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer.

ARTICLE XX DUTY-CONNECTED DISABILITY

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

- a) Vacation leaves under ARTICLE X, up to a period of one (1) year from date of injury;
- b) Holiday pay under ARTICLE XV, for holidays occurring within one (1) year from date of

injury;

- c) Seniority under Section 5.6;
- d) Supplemental Worker's Compensation, under ARTICLE XIII;
- e) Insurance benefits under ARTICLE XVI shall continue up to one (1) year from date of injury;
- f) Sick leave benefits under ARTICLE XII shall continue up to one (1) year from date of injury;
- g) Longevity/Service Recognition benefits under ARTICLE XVII shall continue up to one (1) year from date of injury.

20.2) As used in this contract, "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 XXI MANAGEMENT RIGHTS

21.1) Nothing in this Agreement shall be construed to limit or impair the right of Employer to exercise its own discretion on all of the following matters, whatever may be the effect upon employment, when in its sole discretion it may determine it advisable to do any or all of the following:

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 and promote 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 reasonable 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, and after advance notice thereof to the Union and the employees, to require compliance therewith by employees; to discipline and discharge employees for cause.

Management shall have all other rights and prerogatives including those exercised unilaterally in the past subject only to express restrictions on such rights, if any, as are provided in this Agreement.

ARTICLE XXII PROHIBITION OF STRIKES AND LOCKOUTS

22.1) The Union shall neither cause nor counsel its members, or any of them to strike, nor shall it in any manner cause them either directly or indirectly to commit any concerted acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the Employer. The occurrence of any such acts or action prohibited in this Section by the Union shall be deemed a violation of this Agreement.

22.2) The Union shall not be liable where the acts or actions hereinbefore enumerated are not caused or authorized directly or indirectly by the Union. However, whether or not the Union is liable for such acts or actions, any employee who commits any of the acts prohibited in this Section may be subject to the following penalties:

- a) Discharge;
- b) Other disciplinary action as may be applicable to such employee.

22.3) Upon notification confirmed in writing by the Employer to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately in writing order such members to return to work immediately, provide the Employer with a copy of such an order, and a responsible official of the Union shall publicly order them

to return to work. In the event a wildcat strike occurs, the Union also agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue such orders and to take such action shall be considered in determining whether or not the Union caused or authorized the strike.

22.4) The Employer will not lock out employees. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, such inability to work shall not be deemed a lockout under the provisions of this Section.

ARTICLE XXIII GENERAL

MILEAGE REIMBURSEMENT

23.1) 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.

DEFERRED COMPENSATION

23.2) The Employer will implement the existing Deferred Compensation Plan into this unit.

NEW JOBS

23.3) The Employer shall notify

the Union, in writing, when new jobs are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement of the parties, the Employer may place into effect a new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and rate of pay, and the Employer shall meet with the Union to negotiate in good faith. The negotiated and agreed upon rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In the event agreement is not reached within the thirty (30) calendar day temporary period, the temporary job shall be discontinued until such time as agreement is reached. It is not the intent or purpose of this provision to have the operative effect of replacing or eliminating any current Bargaining Unit wage and classifications.

**SICK LEAVE OR VACATION IN LIEU OF
HOSPITALIZATION INSURANCE**

23.4) An employee not wishing to be covered by the Road Commission 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 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.

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

HEPATITIS "A" SHOTS

23.5) The Employer shall provide Hepatitis "A" vaccinations for any member desiring such inoculation.

ARTICLE XXIV TERMS OF AGREEMENT

24.1) This Agreement shall be effective March 1, 1998, shall remain in full force and effect, without

change, addition or amendment from March 1, 1998, to midnight February 28, 2001, and shall be renewed from year to year thereafter, provided that either party hereto may reopen this Agreement for changes or amendments or may terminate the Agreement by serving written notice on the other party of its desire to change, amend or terminate at least sixty (60) days prior to February 28, 2001.

24.2) If any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and either party hereto upon notice to the other may reopen for negotiation the invalidated portion.

IN WITNESS WHEREOF, we hereunto set our hands and seals this day of , 199 .

BOARD OF COUNTY ROAD
COMMISSIONERS COUNTY OF ST. CLAIR

Leonard Hool, Chairman
Janet C. Kitamura, Secretary

SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 516-M AFL-CIO

Bryan Hartman, President
Patrick Macy, Chief Steward
Jack Mazure, Committee Member
Sandra Holladay, Committee Mem.
Stephen Smith, Committee Mem.
Steven Zurick, Committee Mem.

NOTE I

This will confirm the understanding reached during the 1995 labor negotiations regarding retirement benefits.

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

Employees who were previously members and who maintained contributions in the St. Clair County Employee's Retirement System prior to March 1, 1995, shall be entitled to select 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 shall be provided an election form by the Employer. The employee shall submit their executed election form on or before February 28, 1998. Failure to submit an election form shall result 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 March 1, 1995, 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 Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

