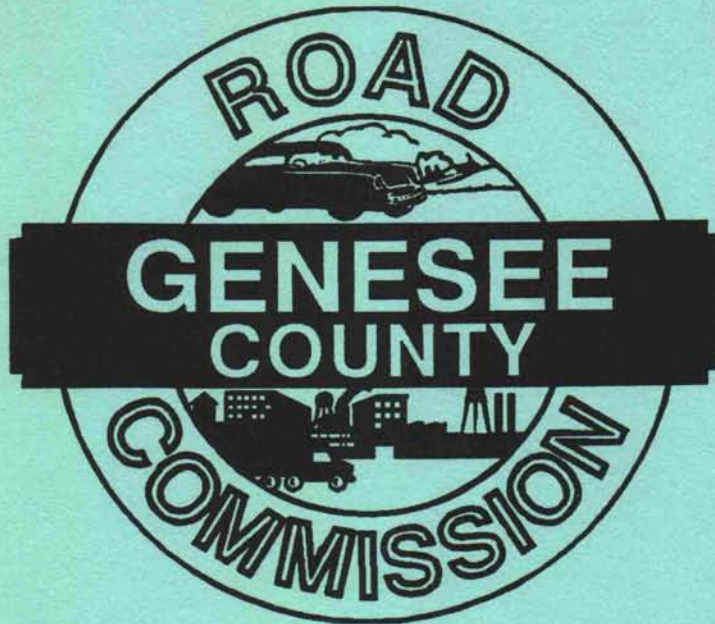


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# AGREEMENT

between the

**Genesee County  
Road Commission**

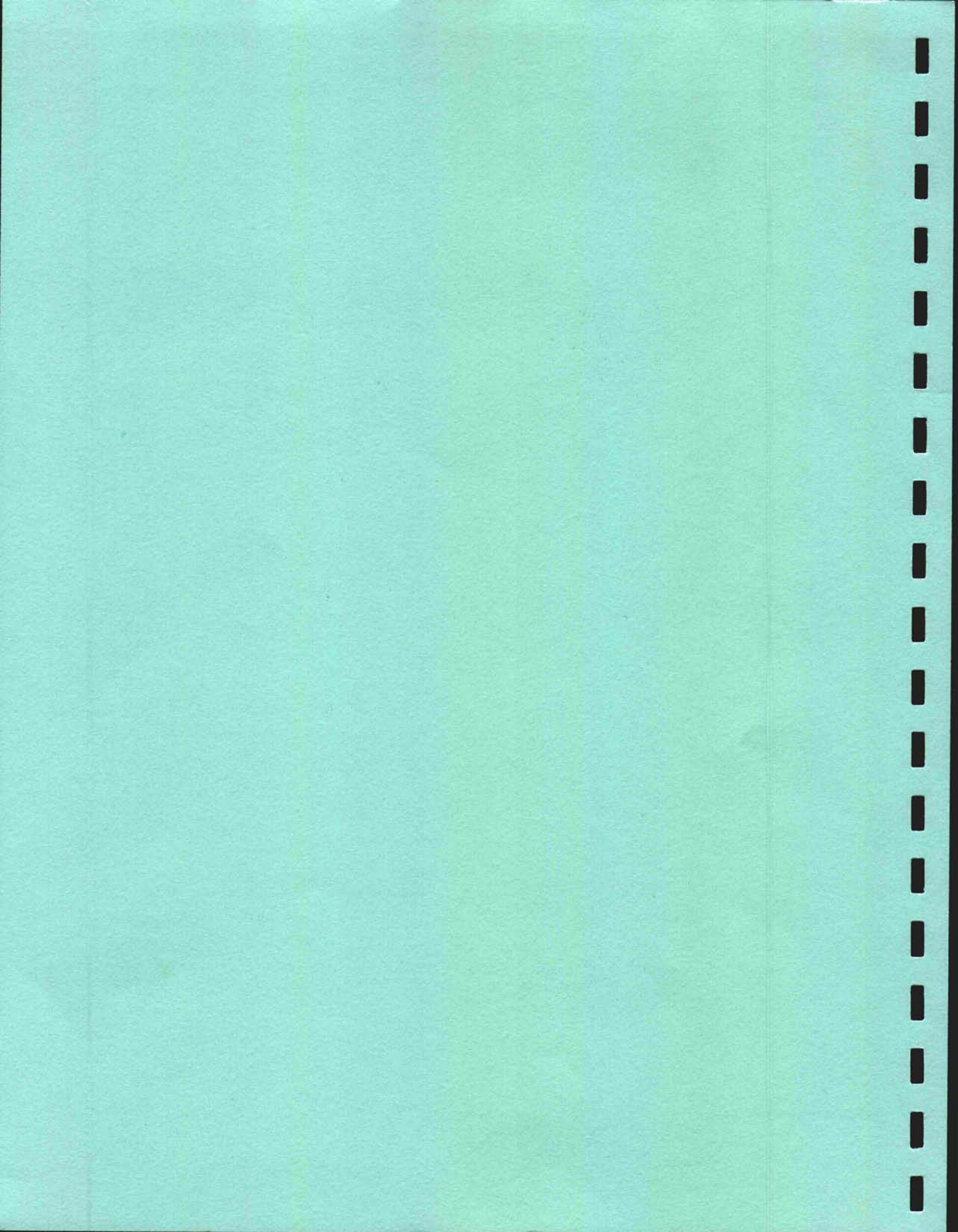
and the

**American Federation  
of State, County and  
Municipal Employees  
Local 496-04**

*Genesee County Road Commission*

**Effective June 30, 1998  
Terminates September 3, 2002**





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AGREEMENT

This Agreement, made and entered into by and between the Board of County Road Commissioners of the County of Genesee, State of Michigan, hereinafter referred to as the "Employer" and American Federation of State, County and Municipal Employees, AFL-CIO, and Council 25 thereof, hereinafter referred to as the "Union".

WITNESSETH:

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

Whereas, it is the desire of the parties to this Agreement to continue to work together harmoniously and to promote and maintain relations between the Employer and the Union which will serve the best interests of all concerned.

NOW, THEREFORE, the parties hereto agree as follows:

PREAMBLE

This Agreement entered into by the parties has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, handicap, marital status, race, creed, national origin, political or union affiliation.

The parties encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

The following constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships existing by past practices.

## ARTICLE I - RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative of those employees described as All Salaried Employees of Genesee County Road Commission, but excluding Division Heads, Department Managers, Secretary to the Personnel Director, Professional Employees, Clerk of the Board, Supervisors, Temporary Employees, and all other employees, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment in the aforesaid bargaining unit.

Section 2. Nothing contained herein shall abridge the right of the individual employee to process their own grievance provided the same is adjusted in a manner consistent with the terms hereof, and their representative is given opportunity to be present at such adjustment.

Section 3. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

## ARTICLE II - UNION SECURITY AND UNION DUES

Section 1. All employees who are members of the Union on the effective date of this Agreement or elect to become members during the term of this Agreement shall maintain their membership except as provided herein. Employees may terminate their membership by notifying in writing the Employer and the Union of their desire to terminate such membership within fifteen (15) days of the expiration of this Agreement.

Section 2. Employees who are members of the Union shall, after thirty (30) days of employment pay to the Union each month, the dues which have been certified to the Employer by the treasurer of the Union. The Employer agrees to deduct union dues uniformly required each



month from the wages of those employees who individually request in writing on the standard authorization card that such deductions be made. The amounts to be deducted shall be certified to the Employer by the treasurer of the Union. The aggregate deduction of all members shall be remitted together with an itemized statement to the treasurer of Council 25. The employer agrees to deduct back union dues with proper signed authorization by the respective employee.

Section 3. With regard to the above Union security and Union dues check off clauses the Union hereby agrees to indemnify and hold the Employer harmless from any and all liability that may arise in consequence of the application of such clauses.

Section 4. All employees who do not maintain membership in the Union shall not be required to gain membership, but shall, as a condition of continued employment with the Employer, pay to the Union an amount of money equal to that paid by the Union members in the bargaining group limited to the amount equal to the Union's regular and usual initiation fees and dues. As to new employees, said payment shall commence thirty one (31) days following date of employment.

Section 5. The Employer will notify the Chapter Chairperson of the hiring of new employees within the bargaining unit. Such notification shall consist of the employee's name, classification and rate of pay.

### ARTICLE III - MANAGEMENT RIGHTS

Section 1. The Employer hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Michigan and of the United States and by the action of the Genesee County Board of Road Commissioners except as expressly limited by the terms of this Agreement. Specifically, the Employer retains the inherent right to:

- a. Manage and operate the departments and their business;
- b. To maintain order and efficiency in its operations;
- c. To hire, layoff, assign, transfer and promote employees;
- d. To discipline employees, including suspension from work and discharge for just cause, except that probationary employees may be disciplined at the sole discretion of management without recourse to the grievance procedure.
- e. To exercise control of all properties;
- f. To install, modify or change methods of operations and work schedules consistent with this Agreement;
- g. To make reasonable rules and regulations pertaining to employees consistent with this Agreement;
- h. To exercise all other rights and privileges belonging to the Employer which are not modified or abridged by this Agreement.

Section 2. This does not constitute a waiver by the Union of its right to file a grievance in the event the Union feels that the Employer is exercising their rights and responsibilities in a manner inconsistent with the terms of this Agreement.

#### ARTICLE IV - REPRESENTATION

Section 1. All employees covered by this Agreement shall be represented for the purpose of negotiation by the bargaining committee chosen by the Union. The bargaining committee shall be composed of not more than three (3) employees, to be known as committee persons, selected by the membership, one of whom may be designated as Chairperson. Members of the bargaining committee shall receive their regular compensation when negotiating sessions are held during regular working hours.

Section 2. All employees covered by this Agreement shall be represented for the purposes of the grievance procedure by stewards or their alternates to be chosen by the union.



Section 3. Meetings between Union and Employer representatives shall begin at 8:30 a.m., unless otherwise mutually agreed. The parties agree not to stray from the subject matter and that said meetings shall normally terminate after one (1) hour unless extended by the parties. Union representatives shall be allowed to meet at 8:00 a.m., prior to the meeting with the Employer. Union representatives who are employees of the Employer shall not lose pay for time spent in such meetings.

Section 4. The names of committee persons, chief stewards, stewards and alternates shall be given in writing to the Employer by the Union and they shall not function as such prior to such notice to the Employer. Any changes shall be reported to the Employer in writing as far in advance as possible. Alternates shall not function under this section except in the absence of the official for whom they are substituting.

Section 5. Representatives of Council 25, AFSCME and/or AFSCME International may attend any meeting between the Employer and the Union. It shall be the obligation of the Union to notify such representatives of Council 25, AFSCME and/or AFSCME International who will be in attendance of the meeting time and place.

Section 6. Any steward having an individual grievance in connection with their own work may ask for another steward to assist them in adjusting the grievance.

Section 7. The Union shall not transact Union business on the Employer's time except as provided in this Agreement.

A steward shall request and receive permission from their immediate supervisor to leave his/her job to investigate and adjust grievances and such permission shall, except in emergency situations, be granted with out unreasonable delay.

In the event an employee is disciplined during overtime hours for an infraction committed during overtime hours, said employee shall not be entitled to the presence of a steward at the time the Employee is disciplined.

The parties recognize that a steward may need a reasonable time within which to consult with a grievant. To that end the steward and grievant shall be entitled to a reasonable period of time for the purpose of determining the subject matter and circumstances of the particular matter then in dispute. The steward and the grievant may discuss the matter in a private place, the location of which shall be determined at the time considering the circumstances. When a steward is requested one will be called without unreasonable delay if there is a steward on the premises in either building. If there is no steward on the premises and there is one in the field, the steward will be called when that person gets in the office. If the reason for the steward being called is because the requesting employee is to receive discipline and is otherwise eligible for representation, the steward will be called in without unreasonable delay.

#### ARTICLE V - SPECIAL CONFERENCES

Section 1. Special conferences for important matters will be arranged between the Chapter Chairperson and the Manager-Director/designee, upon the request of either party. Special conferences shall be held no later than ten (10) work days after the request unless otherwise mutually agreed.

Section 2. Such meetings shall have no more than two (2) representatives of the Union and no more than two (2) representatives of the Employer. Additional members may be in attendance at these conferences by mutual consent. Arrangements for each special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference begins. Special conferences shall be held at a mutually agreed upon time and shall be limited to one (1) hour duration unless extended by the parties.



## ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. A grievance under this Agreement is a dispute, claim or complaint arising under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.

Section 2. Only one subject matter shall be covered in a grievance. When a grievance is reduced to writing, it shall contain the name and the position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date of the incident or violation took place, the specific section(s) of the Agreement alleged to have been violated, the signature of the grievant and the date. Inadvertent omission of facts will not prejudice the processing of the grievance.

Section 3. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited. The time limits contained in the procedure may be extended only by mutual consent in writing.

Section 4. A grievance may be handled by a steward designated by the Union. The Union has the right to have the grievant present at any and all steps of the grievance procedure. In cases involving more than one (1) grievant, not more than one (1) grievant will be present at any step of the grievance procedure. Not more than one (1) Union representative will receive his normal compensation while processing the grievance in step one (1) or step two (2) during normal working hours. Not more than two (2) Union representatives will receive their usual compensation while processing the grievance in step three (3) during normal working hours.

Section 5. Grievances not presented to the supervisor within ten (10) scheduled working days of when the occurrence became known or should have become known will be deemed abandoned. Grievances not appealed from one step to another within the specified time limit from the decision of any step will be considered settled on the basis of the last decision.

Step 1. The employee shall first specify the grievance orally to the immediate supervisor. The immediate supervisor shall attempt to adjust the matter consistent with the terms of this Agreement as soon as possible, but within five (5) working days. If the employee so requests, the immediate supervisor will arrange to have the steward represent the employee.

Step 2. Grievances which are not settled shall, within five (5) working days of the answer given as a result of step one (1) above, be reduced to writing on the appropriate forms signed by the employee. A copy shall be given to the Division Head who shall give a written answer within five (5) regular working days to the grievant and to the Union.

- a. Prior to the time when the grievance is put into writing or during the course of the grievance procedure the Appeal Committee may review the facts on which the grievance is based or the claims made by the grievant with the supervisor.
- b. When written answers to grievances are required, the answer, if favorable to the grievant, will describe what will be done in settling the grievance. If not favorable to the grievant, the answer will include whatever detail, dates and circumstances are involved and the reason(s) relied on by the supervisor for denying a grievance.

Step 3. An appeal may be taken from a decision of a Division Head to the Employer's Appeal Committee within five (5) working days of the answer given as a result of Step 2. Such Appeal shall be in writing signed by the Chapter Chairperson and shall be delivered to the Manager-Director/designee. The Manager-Director/designee and the Union Chapter Chairperson shall meet within ten (10) working days to schedule a meeting to be held between the Union Committee and the Employer's Appeal Committee at a mutually acceptable date. The Appeal Committee shall render its decision in writing within five (5) working days after the meeting.

Section 6. Notwithstanding any provision of Article V, the Union may commence any grievance not arising from the daily work routine, (i.e., a grievance beyond the authority of the Division Head), directly with Step Three (3) of the grievance procedure.



Section 7. In the event the Employer shall fail at any step in the grievance procedure to arrange a meeting or submit an answer within the time limits provided in the foregoing sections the Union may notify the Employer that it is taking the grievance involved to the next higher step when the time for the Employer's answer has expired.

Section 8. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought to any court, or other legal or administrative body action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made and the said party, after actual notice of same, shall, within a reasonable time, not to exceed two (2) working days, fail to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

#### ARTICLE VII - ARBITRATIONS

Section 1. In the event that any grievance or dispute growing out of the interpretation or application of this Agreement is not settled through the procedures of the preceding Article, the Union may, within ten (10) working days from the conclusion of the last step in said Article, request the matter be sent to arbitration. All such requests shall be in writing, by registered or certified mail, addressed to the Manager-Director/designee and shall state the precise issue to be decided; the specific portions of the Agreement which are claimed to have been violated; and the basis on which said violations are claimed. If not so requested within said ten (10) day period the matter shall be considered settled on the basis of the last preceding disposition thereof.

Section 2. Upon written request for arbitration the parties shall attempt to select an arbitrator. If within five (5) working days an arbitrator has not been mutually agreed to, either party may request the appointment of an arbitrator by the American Arbitration Association in accordance with its voluntary labor arbitration rules then obtaining.

Section 3. Not more than one (1) grievance or dispute may be submitted to one (1) arbitration proceeding except by mutual agreement of the parties.

Section 4. After designation of the arbitrator, a hearing shall be held as soon as practicable and the arbitrator shall issue an opinion and award in accordance with said rules, which, if within the arbitrator's jurisdiction, shall be final and binding on the parties and the employees involved. Said award shall be subject to any state or federal law or regulation applicable thereto.

Section 5. The fee of the arbitrator, their travel expenses and the cost of any room or facilities, shall be borne equally by the parties, but the fee and wages of representatives, attorneys, witnesses or other persons attending the hearing on behalf of a party shall be borne by the party incurring them.

Section 6. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall they have the power to establish or change any classification or wage rate, to rule on any claim for money or benefits arising under an insurance policy, or retirement claim or dispute. Any other dispute arising out of, or relating to the interpretation or proper application of this Agreement based upon a grievance or any employee alleging violation thereof shall be deemed arbitrable hereunder. Either party shall have the right to serve and enforce subpoenas for such witnesses as are necessary to the full presentation of its case.

Section 7. No award involving wages due any grievant shall be made retroactive for more than sixty (60) calendar days prior to the date the grievance was submitted in writing.

## ARTICLE VIII - DISCIPLINARY PROCEDURE

Section 1. This Article applies only to employees with seniority. The Employer herewith agrees and commits itself to the proposition that the concept and philosophy of progressive discipline will be followed in the assessment of discipline. The concept of progressive discipline involves generally the institution of discipline in the following steps:

- (1) Oral Counseling
- (2) Written Reprimand
- (3) Suspension
- (4) Discharge

It is recognized that certain infractions, due to their seriousness, may be disciplined at any step outlined above. Nothing contained herein shall operate to preclude the Employer from assessing discipline at any step outlined above or preclude the employee from instituting the Grievance Procedure provided for within this Agreement.

Section 2. If discipline is to be issued, the Employer will not consider discipline issued more than eighteen (18) months prior to the date of the discipline presently issued in determining the extent of the discipline to be given.

Section 3. The employee may grieve the discipline as provided under the grievance procedure.

Section 4. In the event the Employer believes an employee is involved in an infraction which may result in discipline, the employee will be called in, within five (5) working days of the day that the Employer determines that an infraction has occurred, at which time the employee shall be advised of the alleged infraction and be given the opportunity to discuss the matter. At such time the employee may require the presence of a Union steward from their Department, if available, otherwise, the Employer may require the presence of the nearest available steward.



Section 5. A reasonable time limit to investigate the infraction, if necessary, will be determined at the meeting provided for in Section 4, above. Investigations will not be unreasonably delayed. Additional time limit extensions must be requested, in writing and will not be unreasonably refused. In the event the investigation determines the infraction is serious enough to warrant discipline, other than oral counseling, the Employer will hold a meeting within (5) working days of the expired investigation time limit. The discipline imposed shall be served upon the employee, either personally or by certified mail with a copy to the Union unit chairperson and shall advise the employee of the possible consequences of further infractions.

#### ARTICLE IX – SENIORITY

Section 1. For the purposes of this Agreement employees are defined as follows:

- a. **Seniority Employees:** Employees who have acquired seniority, as hereinafter provided, upon completing their probationary periods.
- b. **Probationary Employees:** Employees hired with the understanding that they will become seniority employees by completing their probationary period, or who have been reclassified from temporary status. They may be terminated with or without cause in the Employer's sole discretion.
- c. **Temporary Employees:** Employees that are hired for seasonal or temporary work shall not accrue seniority status while so employed. Upon reclassification as a probationary employee (as defined above) the time employed as a temporary or seasonal shall be credited toward the required probationary period. Individual temporary employees shall be limited to ninety (90) calendar days of employment during a calendar year. This shall not apply to special grant programs or traditional summer programs if the temporary grant or summer employees work in excess of ninety (90) calendar days provided further that it is the intent of the

parties that temporary employees are for the purpose of supplementing the work force and/or to fill vacancies or openings on a temporary basis consistent with the provisions contained herein and not for the purpose of eroding the bargaining unit on a permanent basis.

Section 2. Seniority shall be computed from the employee's last date of hire. Seniority for layoff and recall purposes shall be on a classification basis within the bargaining unit.

Section 3. Any employee who hereafter accepts a position with the Employer outside of the bargaining unit shall continue to accumulate seniority within the bargaining unit for a period of one (1) year after the employee accepts the new position. Thereafter, the employee shall retain but not accumulate seniority within the bargaining unit. During the first year the employee shall, if returned to the bargaining unit, return to the former classification in the Division from which the employee came. After one (1) year the employee, if returned to the bargaining unit, shall return to the former classification, seniority permitting, in the Division from which the employee came.

Section 4. All new hires shall be required to complete a six (6) month probationary period before they shall acquire seniority status. Upon completion of this probationary period the employee shall acquire seniority dated back six (6) months from the day the employee completed the probationary period. Any absence during the probationary period shall extend the probationary period by an amount of time equivalent to any such absence if such absence exceeds three (3) consecutive work days.

Section 5. Any employee hired as a probationary employee or any temporary employee reclassified as a probationary employee shall be entitled to all the benefits of this Agreement except in cases of those benefits that require a specified waiting period. There shall be no seniority among probationary employees. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment or

other conditions of employment as set forth in Article I of this Agreement; however, the Union shall not represent probationary employees who have been disciplined, discharged or laid off, unless said discipline, discharge or lay off was for Union activity.

Section 6. When an employee acquires seniority his name shall be placed on the seniority list. An up to date seniority list will be made available as requested by the Union but not more often than one every six (6) months.

Section 7. Seniority shall be lost and the employee terminated if the employee:

- a. Voluntarily resigns, retires, receives a pension under the Genesee County Retirement System, or is discharged for cause and the discharge is not reversed.
- b. Fails to report after layoff as set forth in the recall procedure. In proper cases, exceptions shall be made upon the employee producing convincing proof of an inability to return as required.
- c. Is absent from work for three (3) or more consecutive work days without notifying the Employer. After such unreported absence the Employer will send written notification by certified mail to the employee's last known address stating that because of such unreported absence the employee is considered to have resigned (voluntary quit) and is no longer employed by the Genesee County Road Commission. In proper cases, exceptions shall be made upon the employee producing convincing proof of an inability to give such notice.
- d. Does not report back to work by the expiration date of an approved leave of absence or an approved extension thereof. In proper cases exceptions shall be made upon the employee producing convincing proof of an inability to return as required.



- e. Accepts other employment while on leave of absence.
- f. Draws the retirement savings from the County Retirement Fund and does not replace the same according to the ordinances as passed by the Genesee County Retirement Commission.
- g. Is off the active payroll for a period exceeding twelve (12) months except in those situations wherein an employee is covered by paid sick leave, layoff, union leave, or military leave provisions provided elsewhere in this Agreement.

Section 8. The right to re-employment and the continuing seniority rights of any employee, now or hereafter upon the seniority list, and who now or hereafter is a member of the armed forces of the United States, shall accrue as provided by law.

#### ARTICLE X - LAYOFF AND RECALL

Section 1. For the purpose of this Agreement a layoff is defined as a reduction in the work force due to lack of work, lack of funds or other justifiable and legitimate reasons.

Section 2. In the event the Employer deems it necessary to layoff seniority employees, the following layoff procedure will be followed:

- a. The Employer will determine the classification(s) to be reduced within the affected division(s). Employees will be laid off according to seniority within classification. Employees affected by the layoff may use total bargaining unit seniority to bump laterally or downward to a classification where the employee has the skill and ability to perform the available work without further training. This does not refer to a normal and usual familiarization period which would enable an employee to

locate files in a file cabinet, maps, supplies, tools, etc. In no event shall an employee be permitted to bump a higher classified employee.

- b. Employees placed on layoff status who have been promoted or transferred out of the bargaining unit or who have been promoted or transferred within the bargaining unit will retain bumping rights to the classification from hence they left to take said promotion or transfer, seniority permitting; their seniority, being determined in accordance with Article IX, Section 3.

Section 3. In the event of a layoff of seniority employees, the Union shall be notified at least two (2) weeks in advance of such layoff. Employees to be laid off will receive seven (7) calendar days notice, said notice to be by personal contact, telephone call or written communication confirmed by certified mail to the employee's last known address. In the event there is a temporary lack of work due to facilities being inoperable (for example because of floods, fires, tornadoes, etc.) the above notification requirements will be waived. The Chapter Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 4. When the work force in a classification in a division is to be increased following a layoff, the following procedure will be followed:

- a. Employees on layoff status, or in a reduced status, will be recalled according to seniority in the reverse order of the layoff.
- b. When the work force in a classification in a division is to be increased and there are employees in a classification in the same job series on layoff status from another division, those employees will be recalled prior to any new employees being hired into that classification.

- c. The right of an employee to be recalled from layoff shall be equal in time to the length of the employee's seniority with the Employer or thirty six (36) months, whichever shall be shorter.
- d. Notice of recall may be by personal contact, telephone call or written communication, confirmed by certified mail to the employee's last known address.
- e. Employees shall return to work within five (5) working days from the date of official recall notification. Employees unable to return in that time shall make written application for an extension of time through the Personnel Office specifying the reason for the extension and the date of their return.

Section 5. In the event of a layoff all benefits, except sick and accident provided an employee pursuant to this Agreement, shall remain in force and effect as to such laid off employee for a period of three (3) calendar months following the end of the month in which the layoff occurred. For the length of his recall rights, benefits provided an employee which require the payment of a premium (except sick and accident benefits) may be continued in force and effect by such laid off employee beyond the time provided above by the employee paying the premium therefor. In the event a laid off employee chooses to continue paying premiums, he shall make application in the Personnel Office prior to the effective date of the layoff at which time the procedure will be explained. The employee shall transmit the required sums to the Personnel Division within such time as the premiums are due and shall and hereby does hold the Employer harmless from his failure to pay such premiums timely.

Section 6. Notwithstanding their position on the seniority list, the Chapter Chairperson, and three (3) stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in their classification which they are capable of performing and shall be recalled to work in the event of a layoff to the first open job in their classification which they are capable of performing.

## ARTICLE XI - VACANCIES, PROMOTIONS AND TRANSFERS

### Section 1.

- a. The Employer will make every reasonable effort to see that employees who desire will receive equal opportunity to be assigned to temporary openings within the bargaining unit, as they occur, so that they will have this experience when vacancies occur. Other factors being relatively equal, the Employer will observe seniority in the filling of such vacancies. The Chapter Chairperson will be promptly notified of such vacancies when they occur.
  
- b. Absences of employees for any reason not exceeding thirty (30) working days will not be considered as creating a vacancy. The Employer may designate a substitute or substitutes during such absences in accordance with section (a) above. If the absence will extend beyond thirty (30) working days the vacancy will be filled temporarily. Any employee who fills a temporary vacancy that will exist beyond thirty (30) working days shall, after ten (10) consecutive working days, commence receiving a rate of pay agreed upon for that classification that reflects an increase.
  - (1) Employees who complete the thirty (30) working day requirement in a particular higher classification as stated above will not be required to serve a subsequent waiting period before receiving the contractual rate of pay in that same higher classification.
  
- c. In the event additional selection devices are developed (such as written examinations, performance tests, etc.) the parties shall enter into negotiations regarding implementation and application of these new selection devices; at the request of either party.



- d. The Employer herewith agrees to fill all vacancies without regard to age, handicap, sex, marital status, race, creed, national origin, political or union affiliation.
- e. That upon positions with the bargaining unit being available, the Employer shall give consideration to laid off employees within the bargaining unit who may otherwise be qualified to occupy said position. Laid off employees within the bargaining unit shall be given the opportunity to apply for said position.
- f. That in the event a laid off employee is offered a position and the employee accepts said position, said employee shall enter said position as a transferred employee and all contractual language relative to transfer shall apply to said employee.
- g. That the language contained herein applies to situations wherein a position within the bargaining unit becomes available and employees in equal or higher levels or classifications within the bargaining unit are on layoff status.

Section 2. Promotions.

- a. Available openings on a full-time basis shall be posted for ten (10) working days so as to afford a reasonable opportunity for eligible employees within the bargaining unit to apply.
- b. The Employer shall determine the minimal acceptable qualifications for the job providing such are actual prerequisites for doing the job. The minimal qualifications for the vacancy will be listed on the posting, along with the rate and range of pay.

- c. The Employer will not be obligated to consider a request from an employee during the employee's absence from work unless that employee submits the request in writing during the posting period. The Steward shall be allowed to submit a written request during an employee's authorized absence on behalf of the absent employee. Employees will not be considered for any vacancy unless said employee will be available for work in the vacant position on the date said position is to be filled or within a reasonable period of time thereafter dependent on prevailing circumstances within that department.
  
- d. Qualifications and all other factors being relatively equal, the senior employee in the bargaining unit who applies for the vacancy shall be afforded a sixty (60) calendar day trial period; provided, however, that if the employee is unsatisfactory in the new position, the Employer may within the first sixty (60) calendar days, return the employee to the former position without loss of seniority. During such trial period the employee may voluntarily revert to the former status without loss of seniority.
  
- e. In the event an employee is promoted, the employee shall receive the rate of the new classification at the first step which will result in a minimum increase of \$5.00 per week. The employee shall establish a seniority date in the new classification for pay purposes and for the purpose of layoff and recall as provided for in Article X.
  
- f. In instances where promotional vacancies are unable to be filled through the above procedure, said vacancies will be filled through the established employers open hiring procedures.

Section 2. Military Leave.

- a. Any employee shall be granted an unpaid military leave of absence if they are currently employed by the Employer and are inducted into the Armed Forces of the United States either voluntarily or involuntarily.
  1. Employees inducted into the Armed Forces of the United States either voluntarily or involuntarily, shall upon completion of such service, be reinstated to their former position or to a position of like seniority, status and pay providing that the individual does not serve for more than four (4) years plus one (1) additional voluntary extension of active duty if this additional service is at the request and for the convenience of the Government (and plus any involuntary service) and further providing that the individual be honorably discharged and be mentally and physically qualified to perform the former position. If the employee is disabled during military service and cannot perform the duties of the former position, the employee may be entitled to the nearest comparable job they are qualified to perform. Application for re-employment must be made within ninety (90) days after completion of military service or from hospitalization continuing after discharge for a period of not more than one (1) year.
  2. Employees, who are called for a pre-induction physical for the Armed Services, are to be granted pay for the day of the physical. Employees must request personal time or time without pay for time other than the day the physical is actually given or any succeeding physicals that may be required.
- b. Whenever employees, who are members of the National Guard or military reserve, are required by the Government to leave their work, they shall be entitled to a leave of

absence for the period of time they are required by the Government to leave their work of not less than one (1) working day nor more than ten (10) working days in any contract year. Such employees will be paid a sum equal to eight (8) times their regular hourly rate for each day of such absence not exceeding ten (10) working days per contract year, subject to the following provisions:

1. The Employer will not pay any employee whose absence from work under this section is the result of the employee volunteering for such duty that requires him to leave work.
  2. The employee shall surrender to the Employer any military pay received by the employee covering the period of time the employee is to receive pay from the Employer, as provided above, prior to receiving said pay from the Employer.
- c. Employees on military leave are not eligible to continue insurance coverage except for those individuals outlined in subsection b.
- d. Employees other than those as outlined in subsection b who return from military leave shall commence to accrue benefits at the levels they would have received had they not entered service provided they meet all the provisions contained herein. In no case shall employees, other than those outlined in subsection b above, continue to accrue benefits while on military leave.
- e. An employee shall not lose seniority while on military leave if provisions in the above section are met. The time counted in computing seniority shall include employment with the Employer prior to induction into the military service, a reasonable period between leaving their job and entering military service, not to



exceed thirty (30) days, the entire period of their military service, and the period between his release from the service and their return to work.

Section 3. Bereavement Leave. An employee shall be granted a leave of absence of three (3) days without loss of pay upon the death of the employee's spouse, children, father, mother, grandparent, step-parent, brother, sister, grandchildren, step-children, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, or brother-in-law. An employee may be required to substantiate deaths occurring outside Genesee County. Upon request, an employee may be granted an additional unpaid leave of up to ten (10) calendar days, provided, however, that the employee may charge said leave to vacation time or personal days. Employees excused from work under this provision shall, after making written application, receive the amount of wages they would have earned by working during straight time hours on such scheduled days of work for which they are excused.

Section 4. Union Educational Leave.

- a. Leaves of absence without pay shall be granted to any employee with one (1) year or more of service, who is elected or selected by the Union to attend educational classes or conventions.
- b. The number of employees on Union Educational Leave will not exceed two (2) employees from the bargaining unit nor will the number of working days for any one (1) employee exceed ten (10) in any one (1) calendar year.
- c. The Union recognizes that the Employer's responsibility to adequately serve the public is of paramount importance. Accordingly, it is necessary that the Employer will have adequate notice of such request and the Union agrees that the Employer has the right to request the Union to submit alternate names of employees, if for a

sufficient reason the Employer believes that a particular employee or employees cannot be released from duty.

- d. Employees on Union Educational Leave shall continue to accrue seniority and benefits. Those employees eligible to receive insurance benefits shall continue to receive those benefits while on Union Educational Leave.

Section 5. Union Business Leave.

- a. Upon written request by an authorized officer of AFSCME International or AFSCME Council 25, the Employer will authorize the absence, without pay, of employees who have been elected or appointed by the Union to do full time work for the AFSCME International or AFSCME Council 25 and related strictly to the activities thereof. Such leaves will be for a maximum periods of two (2) years and will be renewed for like periods only by mutual agreement of the parties hereto. Not more than one (1) employee may be absent on such leave at one time and an employee on such leave who desires to return to the active payroll, must give the Employer at least thirty (30) days advance notice in writing. Upon his return, the employee, if still physically qualified, will be returned to the classification he left at his rate at the beginning of the leave. Seniority will accumulate during such leave, but this shall not be the basis of maintaining other benefits under this Agreement.
- b. The Employer, upon written request, will authorize the President of the Local, if an employee of the Road Commission, to be absent from their job without pay on two (2) occasions per calendar year, not to exceed three (3) consecutive working days, each for the purpose of handling local union business. This section may not be utilized during any period during which a leave pursuant to paragraph 6b above has been authorized.

Section 6. Education Leave.

- a. Leaves of absence without pay may be granted to employees wishing to further their education in a job related field. Such Employees shall be eligible to apply for educational leave after having completed one (1) year of service.
- b. Educational leave may be granted for a maximum of two (2) years. This leave may be extended by mutual agreement of both parties.
- c. Employees will not accrue seniority or maintain other benefits while on educational leave.
- d. Employees will not be eligible for Educational Reimbursement while on education leave.

Section 7. Personal Leave.

- a. A personal leave of absence without pay may be granted employees for legitimate personal reasons by the Manager-Director/designee.
- b. Employees will be granted a personal leave only if they have used all their personal time. Employees with vacation time available may take a personal leave without pay. The Manager-Director/designee, however, may disapprove such requests.
- c. Personal leaves, for other than family and medical leave, shall not exceed thirty (30) days and shall be arranged so that the number of employees absent at any one time from any one work group will not interfere with the necessary and efficient operation thereof. Personal leaves for family and medical leave pursuant to the

Family and Medical Leave Act of 1993, shall not exceed twelve (12) weeks in a twelve (12) month period.

- d. Seniority employees shall continue to accrue seniority and benefits while on personal leave. Those employees eligible to receive insurance benefits shall continue to receive those benefits while on personal leave.
  
- d. The Manager-Director/designee in considering the requests for personal leave will take into consideration the nature of the reasons for the request. Priority among those who apply shall be given to those employees requesting personal leave for family illness or emergency type situations.

Section 8. Retirement Commission Leave

Employees who are elected to the Genesee County Retirement Board will be paid their regular wages, not to exceed eight (8) hours per day to attend regularly scheduled and special meetings. The employee will provide their supervisor with a list of the meeting dates and the estimated leave time required to attend, with as much notice as possible, but not less than two (2) weeks. In the event the Retirement Board pays for an employee to attend a conference, the Road Commission will allow eight (8) hours of pay for each day of the conference, not to exceed nine (9) days each calendar year. No other expenses will be allowed by the Road Commission for this leave.

ARTICLE XIII - WORK DAY AND WORK WEEK

Section 1. The work day for any employee covered hereby begins at midnight and runs for twenty four (24) hours thereafter. The starting time of all shifts will be at such time as the Employer designates. Notice will be posted two (2) weeks in advance of seasonal change made in the starting times.

Section 2. The work week will commence at 12:00 midnight Friday and continue for one hundred sixty eight (168) hours thereafter. The second shift shall be any full-time shift commencing between the hours of 11:00 a.m. and 6:59 p.m. The third shift shall be any full-time shift commencing between the hours of 7:00 p.m. and 3:59 a.m. Second shift employees will be paid a shift premium of three percent (3%). Third shift employees will be paid a premium of five percent (5%).

Section 3. All employees shall work eight and one-half (8 1/2) hours including a one-half (1/2) hour unpaid lunch period unless otherwise mutually agreed to by the Employer and the Union.

Section 4. All employees shall be entitled to two (2) rest periods per shift of no longer than fifteen (15) minutes in duration, the first of which shall be taken during the first half of the employee's shift and the second shall be taken during the second half of the employee's shift. The specific time at which said rest period shall be taken shall be subject to the approval of the employee's immediate supervisor. Supervisors will plan work so as to permit such rest periods at a convenient and feasible time which will not hinder operations. Such periods shall be taken on the job. Employees shall not park trucks or equipment at or near restaurants for this purpose, except during overtime periods.

Section 5. Shift schedules, whether continuous or otherwise, may be made and changed but split shifts will be established only in emergencies. Work performed on any part of a split shift will not be considered as a call in.

Section 6. Employees who are required to report at the beginning of a supplementary regular scheduled shift, which begins prior to or after the shift to which they are then assigned, will be notified as far in advance as possible, but not later than the day before the assignment to the new shift.



Section 7. Upon the establishment of summer hours (four ten hour days) the employees shall have two (2) weeks notice before the change starts.

ARTICLE XIV - PERSONAL DAYS, SICK AND ACCIDENT INSURANCE

Section 1. Employees to be absent shall notify their Division Head, Supervisor, or the Personnel Office by telephone or other means prior to the beginning of the shift.

Section 2. In the administration of the sick/accident leave program, the Employer may from time to time investigate or require to be investigated employees who the Employer has cause to believe may be misusing or abusing the benefits of the sick/accident policy. In addition to said investigation, the Employer may in certain instances require the employee to undergo examination by a designated physician or agency to determine whether or not the employee is totally disabled and is or is not capable of returning to work. If, as a result of this examination, an employee is deemed not be totally disabled, benefits under the Employer's sick/accident policy shall cease immediately. To afford the employee a means by which the denied claim may be reviewed, a third physician or agency mutually agreed upon by the Employer and the Union may be requested to review the medical condition of the employee. Such request must be submitted in writing by the Union within ten (10) calendar days of the date of denial of the sick/accident benefit claim. Cost for any resulting examination by a third party shall be borne by the Employer. Said third physician or agency shall issue a final determination as to the medical condition of the employee.

Section 3. The Employer will inform the Union of employees suspected of abusing sick leave, of employees with excessive unscheduled time off, of employees who fail to follow proper leave procedure, and of employees continually late for work. The Union will cooperate with the Employer in counseling these individuals in an effort to minimize these conditions.

Section 4. Personal Days.

- a. Each employee shall be credited on January 1 of each year with five (5) work days of personal. As to the new employees such credit will be prorated, as of the date of hire; provided however, said personal days may not be taken until said employee has completed the probationary period. The use of such days will not be restricted and may be taken in four (4) hour increments.
- b. Such personal days shall be noncumulative except when an employee is unable to use all the days because of a sick/accident or worker's compensation leave. Unused personal days may be carried over to the next year.
- c. Personal days shall have no cash value.
- d. Personal days must be utilized whenever time off is requested without 48 hours advance notice to the Employer.
- e. To assure timely payment, it shall be the responsibility of the employee to make signed application for paid time off on forms prepared by the Employer. Such application shall be made and approved prior to the time off subject to the following:
  1. In cases of emergency such application shall be made not later than the day on which the employee returns to work.

Section 5. Sick and Accident Insurance.

- a. The Employer shall provide each employee upon completion of his probationary

- b. period and at no cost to the employee, sick and accident insurance coverage which shall provide no less than the following coverage:
1. Benefits payable as of the first day of lost time due to an accident, whether job related or not.
  2. Benefits payable as of the eighth (8th) calendar day of lost time due to illness whether job related or not.
  3. Benefits equal to sixty six and two thirds percent (66 2/3%) of the employee's regular gross wage as of the date of commencement of sick leave.
  4. Benefits payable, assuming continuing entitlement, for not to exceed eighteen (18) months from date of injury or illness. Periods of absence for the same illness or injury, separated by fewer than sixty (60) calendar days, shall be considered one period of disability for purposes of eligibility for benefits. Any absence(s) from work during said sixty (60) day period, shall extend the period by the length of such absence(s). Disability retirement will not be granted prior to the expiration of said benefits.
  5. To assure timely payment it shall be the responsibility of the employee to make signed application for such benefits on forms provided by the insurance carrier and available from the Employer.
  6. Employees on sick and accident insurance coverage shall be eligible for holiday pay equal to sixty six and two thirds percent (66 2/3%) of the Employees regular gross wage.

Section 6. In the event the employee's absence is due to a work related injury or illness, for which he receives Worker's Compensation, the sick and accident benefit will make up the difference between their compensation payments and the regular sick and accident benefits, as per Section 5, subsection 1, number 3 above.

Section 7. Periods during which an employee is on paid sick leave, paid vacation, or is receiving payments under the Worker's Disability Compensation Act will be counted as time worked for the purpose of accumulating vacation credit only for the first six (6) months of absence.

#### ARTICLE XV - WAGES AND RATES

Section 1. The Wage and Salary Program as prepared by the office of Local Government Services, Michigan Department of Civil Service will be applied to bargaining unit positions. The Employer retains the right to create new job classifications, to modify existing classifications or to eliminate classification, including it's job content, the Employer will notify the Union ten (10) working days in advance of the implementation date of the said change(s) and will, if requested, meet with the Union representatives to discuss the proposed changes.

Section 2. The rates of pay for all employees affected by this Agreement shall be as set forth in Schedule "A" as attached hereto and made a part hereof.

Section 3. In the event an employee's check contains an error and such error was due to the Employer's error or inadvertence and such error is equal to at least one (1) day of pay, such error shall be corrected within four (4) working days. Overpayments to employees will require reimbursement to the Road Commission. Arrangements for refunding all overpayments are to be made through the Personnel Department. The deductions will not exceed 15% of the biweekly gross pay unless otherwise agreed to by the employee.

## ARTICLE XVI - OVERTIME

Section 1. All employees shall be subject to call for overtime work and shall report for such work when directed to do so. In case of illness or for other good and sufficient reasons an employee will be excused by the Division Head, Department Manager, and/or immediate Supervisor. Overtime work will be compensated for on the following basis:

- a. Time and one-half for all hours worked outside the regular shift.
- b. Time and one-half for work performed on the following days as such: Saturday, and the day on which a listed holiday is legally celebrated when not the actual day thereof.
- c. Time and one-half for work performed on paid days off under Article XVIII, (Holiday Pay), Section 1 (b) and (c).
- d. Double time shall be paid for work performed on Sunday and on the actual date on which a holiday falls.

Section 2. Overtime hours will be equalized to the fullest extent practical within classifications within departments within Divisions. Overtime will be posted in each Division on a monthly basis.

Section 3. Supervision will make every reasonable effort to notify employees as far as possible before the end of the shift when they are to work overtime.

Section 4. All employees called out to work outside their regular working hours shall receive a minimum of two (2) hours pay. No minimum call-in pay will be provided for time contiguous to the employee's normal shift.



ARTICLE XVII - VACATIONS

Section 1. Vacation time will be computed from the employee's last hiring date.

Section 2. Vacation leave with pay, or payment in lieu thereof, will not be granted to any employee who has not completed at least one (1) year of continuous employment.

Section 3. Vacation leave with pay will not be granted before vacation time has been earned.

Section 4. Employees shall earn vacation pursuant to the following schedule:

One (1) - Four (4)	-	Two (2) weeks
Five (5) - Nine (9)	-	Three (3) weeks
Ten (10) - Seventeen (17)	-	Four (4) weeks
Eighteen (18) and Thereafter	-	Five (5) weeks

Vacation time earned shall be credited to each employee as of January 1 of each year. Vacation time credited on the first January 1 following the employee's date of hire shall be equal to the time earned, prorated, between the date of hire and December 31, of the year in which the employee is hired.

Upon each employee completing their fourth (4th), ninth (9th), and seventeenth (17th) year of employment, they shall be credited with the increase in vacation time in the same manner as provided above. Upon the amount of vacation time earned being determined, the taking of or the payment of such vacation shall be subject to Article XVII, Section 2 and 3. It shall be permissible for an employee to carry vacation from one (1) year to the next year providing such carried over vacation time shall not exceed the time allowed for one (1) year.

Section 5. On the last regular work day of each year, employees may apply for payment of any vacation or personal time request that the Employer denied, if not used at some time during

the year, if the denial would lead to a situation where vacation or personal time would be lost if not cashed in or used.

If due to a schedule conflict the employee is unable to use vacation days that are in excess of one year's accumulation, the employee will be allowed to carry over up to three vacation days that were denied within the last quarter of the calendar year due to scheduling conflict. Employees unable to use the vacation days due to illness or accident will be allowed to cash in vacation days on the books that would be otherwise lost.

Section 6. Paid holidays falling within a paid vacation will not be charged against earned vacation time.

Section 7. Vacation Leaves. Vacation leaves are subject to approval of the Manager Director/designee and employees shall make advance application on forms provided by the Employer and subject to the following:

- a. Usage of vacation days require 48 hours advance notice. Personal days are to be used in the event of emergencies, unless they have been previously exhausted.
- b. Employees shall be permitted to choose either a split or entire vacation. Such vacation shall be so arranged and granted that the employee's absence from any department will not interfere with the necessary and efficient operations thereof. Subject to the foregoing, the employee shall have the right to choose the time of their vacation, but if two (2) or more employees within the same department make simultaneous request for the same vacation time, the senior employee will receive preference.
- c. Subject to paragraph (b) above, when an employee's vacation time has been scheduled and approved, no other employee, regardless of seniority, may cause

that vacation time to be changed without the prior written approval of the employee whose vacation would be changed.

- d. Vacation leaves may be taken in increments of no less than four (4) hours.
- e. A vacation day may be granted at the discretion of management, and will not be unreasonably denied if it is not possible to give 48 hours notice.

Section 8. Vacation pay will be paid to terminated employees on the following basis:

- a. Vacation pay accumulated to the end of the month preceding the month in which an employee quits or is discharged, will be paid to him in a lump sum; but said payment will not be made unless the employee, on the day he quits or is discharged turns over to the Employer all keys, tools, identity cards and other property in his possession belonging to the Employer.
- b. Vacation pay accumulated to the end of the month preceding the month in which an employee retires will be paid to him on regular paydays until exhausted and his employment shall be deemed as terminated when the period covered by his vacation pay ends.
- c. Vacation pay accumulated to the date of death will be paid in a lump sum by issuance of a check payable in the name of the employee. The Employer accepts no responsibility with respect to the authority of any person to cash such check. An employee may file with the Manager-Director/designee a sworn statement as provided by law authorizing such vacation be paid to a beneficiary or designee of the employee's choice.

- d. In the event of a layoff and upon the request of the employee, the employee's unused vacation time and personal days will remain to his credit for not to exceed six (6) months. Thereafter the value of such benefits shall be paid to each employee at the rate in existence at the time of layoff. If the employee does not make such request the value of said benefits referred to above shall be paid by the Employer as soon as possible following the layoff.

### ARTICLE XVIII - HOLIDAY PAY

Section 1. All regular and probationary employees shall be eligible to receive holiday pay under the following regulations:

- a. The following days will be considered as holidays: Good Friday, Memorial Day, Independence Day, July 5th, Labor Day, Veteran's Day, which for the purpose of this Agreement shall be considered to fall on the fourth (4th) Monday in October of each year, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day, President's Day.
- b. When a listed holiday falls on Saturday, employees will be given a paid day off on the last regularly scheduled work day preceding such holiday.
- c. When a listed holiday falls on Sunday, employees will be given a paid day off on the next regularly scheduled work day succeeding such holiday.
- d. Employees working on a holiday, as enumerated in subparagraph a, will be paid as provided in Article XVI for hours worked in addition to any holiday pay for which they are eligible.

- e. To be eligible for a paid holiday, the employee must have worked a minimum of four (4) hours the last preceding work day before a holiday and must have worked a minimum of four (4) hours the first succeeding work day after a holiday, or be on an approved paid leave of absence if absent on either of said days.

#### ARTICLE XIX - MEDICAL, DENTAL & LIFE INSURANCE'S

Section 1. The base plan of health insurance will be the Blue Cross/Blue Shield Preferred Provider Plan with five dollar (\$5.00) prescription co-payment. The Employer shall have the right to substitute carriers or be self-insured provided the coverage is equivalent. The Employer will pay the cost of said coverage for the Employee and their eligible dependents and/or spouse. Should an Employee elect coverage under any other plan than the Employer's base plan, said Employee will pay the differential between said coverage and that provided by the employer. No payments will be made to any Employee if alternate coverage is less than the Employee's base plan.

In addition, the Employer will pay for those retired employees, and their spouse and/or dependents, at the time of their retirement, who apply for it, the Blue Cross-Blue Shield MVF-2 Plan with M/M option 4 and two dollar (\$2.00) co-pay drug rider. The Employer will pay the full cost thereof, excluding any "rider-type" coverage on a semi-private basis.

- a. It is understood that should any employee's spouse or retiree's spouse be eligible for health care coverage that would include the employee or retiree that the Genesee County Road Commission shall not be obligated to provide health insurance coverage under the provisions of this Article, if such coverage is equivalent to that provided by the Employer.
- b. Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to



provide double coverage and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs.

Section 2. "Dual Choice Option" The Employer will make available to all active employees a Health Maintenance Organization Plan as an alternative to the above Blue Cross-Blue Shield coverage. The Employer will pay the full cost of premiums for each employee who opts HMO so long as the premium cost for the HMO Plan does not exceed the premium cost for the Blue Cross-Blue Shield coverage. Should the cost exceed the premium costs of the Blue Cross-Blue Shield, then the employee who opts for coverage will incur the additional charges for the higher cost.

Section 3. Waiver of Medical Benefits Employees may "opt out" of medical coverage as follows:

As soon as possible after ratification, the employee will notify the employer of their desire to opt out of the medical coverage. Employees opting out will have \$150.00 per month deposited directly in their paycheck on the first full pay following the effective month (i.e. March opt out will be paid in April). This amount will not be considered in the Final Average Compensation for retirement purposes.

Any opt out will be effective only upon proof that medical insurance is provided to the employee through another carrier and upon signing a waiver provided by the Employer. *Proof of continual medical insurance coverage shall be provided to the Personnel Department annually by the employee.*

Employees who have opted out and lose their other coverage, must notify the Personnel Department immediately to re-enroll/participate with the Genesee County Road Commission's Medical Benefits. Proof of cancellation of other medical insurance will be required if not during an open enrollment period. Proof will include, but not be limited to the following: Health Insurance Portability and Accountability Act of 1996 - HIPPA Certificate; a signed insurance

cancellation form; layoff notice; divorce decree; birth/adoption certificate; death certificate; letter of termination or changes in scheduled working hours or benefits; etc.

During each annual open enrollment period, employees may choose to opt out or participate in the Genesee County Road Commission's Medical Plan.

Section 4. The Employer shall make available to employees, a dental care policy providing 75% benefit (Class I) for Basic Dental Service; 50% (Class II) for Prosthodontic Dental Services; and 50% (Class III) for Orthodontic Dental Services with a \$600 maximum for Class I and II benefits. Payments for Class III benefits shall not exceed a lifetime maximum of \$2,000 per eligible person (to age 19). The Road Commission will pay a base amount of \$45.00 per month, and the employee and the employer will split equally any premium amount due in excess of \$45.00 per month.

Section 5. Self Insured Hospitalization Insurance The Employer agrees that if it makes a determination that it will self-insure any or all of its health care coverage, including dental coverage, or to substitute present carriers for any such coverage, that it will meet and confer in a committee format with the Union's representatives prior to the implementation of any such changes. The Employer will, if it implements a change in carriers or becomes self-insured, establish equivalent coverage to that previously insured or covered by a different insurance carrier. No employee, employee's dependents, retiree, or retiree's dependents shall suffer a loss of benefits or be denied coverage through the Employer's decision to self-insure or select an alternate carrier. Any self-insurance plan or alternate carrier would incorporate the eligibility and benefit levels referred to in this collective bargaining agreement.

Section 6. Life Insurance.

- a. The Employer will make available to employees group term life insurance coverage in the amount of twenty five thousand dollars (\$25,000.00). Such additional term life insurance will include accidental death and dismemberment (AD&D) coverage.

- b. In addition to the foregoing, the Employer will make available to employees a two thousand dollar (\$2,000.00) life insurance policy during active employment which provides a minimum guaranteed paid up value of five hundred dollars (\$500) at retirement, in accordance with the terms of the policy.

Section 7. The Employer will make available for all future AFSCME retirees, with over eight years of credited retirement service, a five thousand dollar (\$5,000) term life insurance policy upon retirement.

Section 8. The Employer will make available to employees and their dependents vision care benefits with \$5.00 co-payment for examinations and \$10.00 co-payment for lenses and frames, with exams and lenses every twelve (12) months and frames every twenty four (24) months.

#### ARTICLE XX - EDUCATIONAL REIMBURSEMENT

Section 1. Full-time seniority employees will be reimbursed for tuition fees for approved college level courses and Adult Education courses, if applicable, in accordance with the following provisions:

- a. Class attendance and homework assignments must be completed on the employee's own time and not during working hours.
- b. Employees must be full-time and on the active employment rolls at the beginning of the course. Employees must be on the active employment rolls or on layoff status, or sick leave during the course and at the completion of the course to be eligible for reimbursement. Probationary employees are excluded from applying and being reimbursed.

- c. Course work must be taken through an accredited college or Adult Education Program and must be job related. It is the understanding of the parties that the term "job related" will also encompass course work taken by the employee in order to provide that employee with the necessary academic training to qualify for regular promotional opportunities within the Genesee County Road Commission.
- d. Seminars and workshops and other training sessions which do not provide credit are excluded.
- e. Employees must satisfactorily meet academic requirements ("C" or equivalent for all undergraduate course work and "B" or equivalent for all graduate course work). In courses that do not provide a letter or numeric grade, a statement must be presented, signed by an authorized representative of the program or school, that the employee satisfactorily completed the requirements of the course.
- f. Reimbursement per employee is limited to \$2,000 per fiscal year for tuition expenses for approved courses within that fiscal year, not to exceed \$10,000 for bargaining unit employees in any one fiscal year. In no instance will a refund exceed the employee's actual expenditures nor will reimbursement be issued for expenses also being reimbursed through other sources (for example, scholarships, G.I. Bill, etc.). Fees and payment for books, supplies, transportation, parking, meals, recreational activities and graduation are excluded.

Section 2. In order to be eligible for reimbursement employees must make application for educational reimbursement through the Personnel Office on designated forms. Such application should be submitted in triplicate, as soon as possible but under no circumstances will an application be approved if it is not submitted by the employee to the Personnel office within two (2) weeks following the first day of class. It is the sole responsibility of the employee to submit

the application to the Personnel Office by this deadline. Upon receipt of the application a determination will be made by the Division Head in conjunction with the Manager-Director/designee, as to whether the employee and the course work meet program eligibility requirements. Thereafter the number two (2) and the number three (3) copies of the application form will be returned to the employee within five (5) working days signifying a determination under the educational reimbursement program.

Section 3. Upon completion of approved courses employees must submit to the Personnel Office an official copy of the grade report or similar official evidence of completion of the course, a receipt of tuition payment of the course and a copy of the approved application form. Tuition refund payment will be issued for approved courses within thirty (30) calendar days of receipt of above documents. However, if any employee receiving educational reimbursement leaves the Road Commission's employment prior to the expiration of a one (1) year period following the completion of the courses for which reimbursement was issued they shall repay said reimbursement on the basis of 1/12th of the reimbursement for each month they are short of meeting this one year requirement.

#### ARTICLE XXI - GENERAL

Section 1. Bulletin boards shall be erected for the use of all employees. Bulletin boards shall be used for posting notices of bona fide activities only. No such notices shall be posted elsewhere on Employer premises. All such notices which are not signed on the fact thereof by an authorized union official may be immediately removed. In no case shall advertising, political, obscene or scurrilous printed or written matter be placed on any bulletin board.

- a. Employees will not remove or deface any bulletin board or other information posted by the Employer without permission from the Employer.



- b. The Employer will not remove or deface any notice or bulletin or other information posted by the employee concerning a bona fide activity and properly signed by an authorized union official.

Section 2. In the event of snow emergency, or such emergencies or acts of God as applicable, where travel is impossible, employees not able to come to work shall have the option to use a personal day or vacation day.

Section 3. The Employer will issue paychecks on Thursday of every other week. If the Accounting Division should be unable to have the checks ready at that time, the checks will be delivered on Friday. All employees hired after the signing of this contract will be required to direct deposit their paycheck.

Section 4. The Employer agrees to make all reasonable provisions for the safety and health of its employees during the hours of their employment. The Union agrees that each employee has the responsibility to perform the tasks associated with the job in a way that is consistent with all Federal and State safety regulations.

- a. Any employee who observes a condition of work and/or work area or equipment which appears to be unsafe shall report the same immediately to the Division Head and the Safety Office. If it shall be determined that such condition or equipment is unsafe, immediate steps will be taken to correct the same.

Section 5. If the jobs require the employee to wear or otherwise use certified safety equipment, such as, safety glasses, hard hats, steel toe caps, gloves, aprons, etc., the Employer will provide said equipment. When issued to the employee, the employee will sign for said equipment and shall be responsible for the equipment.

- a. The Employer will replace said equipment whenever it can be substantiated by the employee beyond reasonable doubt that the damage to the equipment did in fact occur on the job, and was beyond the employee's control and involved no negligence whatsoever on the part of the employee. It shall be the responsibility of the employee to establish these conditions to the appropriate Division Head who shall then recommend for or against replacement by the Employer. Personal safety equipment damaged or lost through negligence of the employee will be replaced by the Employer with payment by the employee.
- b. Employee claims for damages to glasses, other than safety glasses, while on duty will not be honored.
- c. The employee will be responsible for all charges for eye examinations. The Employer agrees to pay for prescription safety glasses which will be replaced as the employee's prescription changes.
- d. Cost of maintaining the safety equipment unless specifically excluded above, shall be paid by the Employer.
- e. The safety education training office shall inform the employees of those work areas and types of jobs which require certified safety equipment.

Section 6. New classifications of work may be established by the Employer for bargaining unit work. The Employer shall state the nature of the work to be performed and establish the rate for same and shall so advise the Union in writing. If the Union disagrees with the rate or working conditions of said new classification, it may so notify the Manager-Director/designee in writing within fifteen (15) days from the date of the Employer's notification to the Union of the establishment of the classification. Otherwise, the rate shall become permanent. If such notice is

given by the Union, the parties will arrange a meeting to negotiate said rate or working conditions peculiar to the new classification.

Section 7. Jury Duty

- a. The Employer will pay any employee who serves on jury duty their regular hourly rate for eight (8) hours each work day. The employee shall reimburse the Employer the jury duty pay received from the Court. The employee shall be required to notify the Manager-Director/designee, of the hours to appear and when released from duty. The employee will be directed to report to work prior to a 10:00 a.m. Court time, and after being released from Court, if there is a minimum of two hours remaining in the work day.
- b. Seniority employees shall continue to accrue seniority and benefits while on jury duty. Probationary employees shall have their probationary period extended by the length of time they are on jury duty leave. Those employees eligible to receive insurance benefits shall continue to receive those benefits while on jury duty.

Section 8. Court Time.

- a. Any employee required by the Board of County Road Commissioners, or any public agency having the power to subpoena, to appear before a court or such agency on any matters related to their work with the Employer, shall be granted a leave of absence with pay for the period during which they are required to be absent from work. The employee shall give the Employer prior notification of the court appearance if at all possible. Employees shall be paid on the next regularly scheduled pay day for each full day of court leave, after endorsing the fees check to the Employer.

- b. Employees shall continue to accrue seniority and benefits while on court leave. Those employees eligible to receive insurance benefits shall continue to receive those benefits while on court leave.

## ARTICLE XXII - RETIREMENT

Section 1. Effective with the signing of this contract, the retirement benefits provided to Genesee County Road Commission employees hired into the Road Commission and who become members of AFSCME bargaining unit will be required to become part of the Defined Contribution Retirement Plan. Hereafter this plan will be referred to as the "new plan". All employees currently covered by this Agreement shall remain members of the Genesee County Retirement System and shall receive retirement and survivor benefits in accordance with the provisions of the Genesee County Retirement System ordinance with the following modifications:

- a. The retirement allowance factor for the first twenty-five (25) years of service will be 0.024.
- b. The retirement allowance factor for each year of service after the twenty-fifth (25th) year of service will be 0.01.
- c. Retirement may be taken after twenty-three (23) years of service with no attendant age restriction.
- d. Retirement may be taken at age fifty-eight (58) years or older and eight (8) or more years of credited service.
- e. The employee's contribution to the retirement system shall be six percent (6%) of their gross annual compensation. Effective the second pay in October, 1999, the contribution rate will be five percent (5%).

- f. If a member retires prior to his attainment of age fifty-eight (58), as provided in section d above, the pension portion of his retirement allowance provided in section 25 (a) (1) or (a) (2) of the Retirement Ordinance shall be reduced to six-tenths of one percent multiplied by the number of complete months the date of his/her retirement precedes the dates he/she would attain age fifty-eight (58) years.
  
- g. The Employer will contribute such sums as are determined by the Genesee County Employees Retirement System's (GCERS) actuary to be necessary to fund the Defined Benefit Pension Plan to provide average compensation for the highest three (3) years of total service times the sum of two and four tenths percent (2.4%) of the first twenty-five (25) years of service plus one percent (1%) for years of service in excess of twenty-five (25) years.

Section 2. Government Service. Employees may apply in writing to the Retirement Coordinator to receive credit for other governmental service for credited service for credited service purposes for retirement only under the provisions of Section 12a (a) (b) (9) of Act No. 156 of the Public Acts of 1851, as amended by Act No. 507 of the Public Acts of 1982, being Section 46.12a of the Compiled Laws of 1970. The employee must meet all the qualifications and conditions outlined in the above Act. Employees wishing to pay moneys into the retirement system may utilize a payroll deduction whereby moneys may be paid on a bi-weekly basis using the following schedule:

\$ 0		\$1,500	one (1) year
\$1,500	-	\$3,000	two (2) years
\$3,000	-	\$4,500	three (3) years
\$4,500	-	above	four (4) years

Credited service for retirement purposes earned under the provisions of this section will not be applied until the full amount has been paid in full.

Section 3. Military Buy Back Time. Employees may apply in writing to the Retirement Coordinator to receive credit for military service for credited service purposes for retirement only under the provisions of Section 12a (1) (b) (15) of Act No. 156 of the Public Acts of 1851, as amended by Act No. 507 of the Public Acts of 1982, being Section 46.12a of the Compiled Laws of 1970. The employee must meet all the qualifications and conditions outlined in the above Act. Employees wishing to pay moneys into the Retirement System may utilize a payroll deduction whereby moneys may be paid on a bi-weekly basis using the following schedule:

\$ 0	\$1,500	one (1) year
\$1,500	\$3,000	two (2) years
\$3,000	\$4,500	three (3) years
above	\$4,500	four (4) years

Credited service for retirement purposes earned under the provisions of this Section will not be applied until the full amount has been paid in full.

When an employee selects a beneficiary option at the time of retirement and the beneficiary is subsequently removed as a result of death, the retirement selection shall automatically revert to Straight Life Allowance.

Section 4. Seniority and continuous service for the purpose of benefit accrual rates shall continue for an employee on authorized sick/accident leave, layoffs, approved leaves of absence, and Worker's Disability Compensation leave for the first thirty (30) calendar days of such leave. Upon return to work following such an absence lasting longer than thirty (30) days, an employee's seniority date, benefit accrual rates and benefit dates will be adjusted forward to take into account the length of the employee's absence, provided, however, that the employee shall be given credit on his seniority date and benefit eligibility date for the first thirty (30) calendar days of the employee's absence.



NEW PLAN PROVISIONS FOR NEW HIRES

Contributions- Beginning with the signing of this bargaining agreement, and thereafter for new hires, (new hires shall be defined as any employee hired after the signing of this agreement) the Employer will contribute 10% of the employee's gross earnings each pay period into the employees personal Defined Contribution Retirement Account. The employee shall have the option of contributing either three percent (3%) of gross earnings, or five percent (5%) of gross earnings, depending upon which plan the employee chooses.

Vesting- This means ownership of the assets of the employees personal Defined Contribution Retirement Account which includes employee contributions, employer contributions and investment earnings.

Employees shall be one hundred percent (100%) vested at all times with their own employee contributions and it's investment earnings. Employees shall be vested on employer contributions and it's investment earnings according to the following schedule:

<u>Completed years of service</u>	<u>Percent vested</u>
Two (2) Years	25%
Three (3) Years	50%
Four (4) Years	75%
Five (5) Years	100%

Medical Benefits- The employer shall provide retirees with at least twenty-three (23) years of credited service, with medical coverage which is in effect for employees who retire under the Road Commissions portion of the Genesee County Retirement System. Employees who retire with at least fifteen (15) years of service, but less than twenty-three (23) years, may elect to be provided medical benefits as stated above, provided the retiree is at least fifty-eight (58) years of age and the retiree pays twenty-five percent (25%) of the portion of the medical benefit premium to the Personnel Office before the twentieth (20th) of each month. Employees who retire with at

least fifteen (15) years of service will be eligible for the same life insurance coverage as provided for Road Commission retirees of the Genesee County Retirement System.

Miscellaneous Provisions-

(a) An employee who is found eligible to retire with a duty disability retirement will be entitled to medical coverage and life insurance as detailed in the above paragraph.

(b) In the event an employee dies as a result of an injury or disease arising out of employment with the Road Commission or not in the line of duty, but with at least fifteen (15) years of service with the Genesee County Road Commission, shall be considered retired on the day before death.

(c) An Employer paid long term disability insurance will be available to Employees electing Defined Contribution Retirement.

JOB RE-EVALUATION PROCEDURE

The Personnel Office will review all jobs within the Genesee County Road Commission on a regular basis. The purpose of the job evaluation procedure is to provide employees a procedure to request that a job be reviewed when either party believes that there has been a significant change in the level of responsibility, the content, or the complexity of the job. A job will be reallocated when the factors associated with it have either increased or decreased.

All requests to have a job reviewed shall be submitted through the employee's supervisor to the Personnel Director. The employee will be required to complete a Job Analysis Questionnaire. The supervisor will review the Job Analysis Questionnaire and complete the appropriate section. The supervisor will not change any statement that the employee has made on the questionnaire.

- a. If the employee has not received a job Analysis Questionnaire within ten (10) days of the initial request, the employee may contact the Personnel Office directly.

The Personnel Office shall review all Job Analysis Questionnaires and act upon the request. In the event the request is not granted or no other action taken to the satisfaction of the employee, the request, except as provided hereafter and upon the request of the employee, shall be referred to the Job Evaluation Committee for review and action within its authority to act; provided however, that in no event shall a request for review which does not contain reference to specific changes in job related duties and responsibilities be referred to the Committee.

Upon receipt of an employee request, as provided above, that the employee's questionnaire be referred to the Committee, the Personnel Office shall refer said matter to the Committee within seven (7) working days of the date of receipt of the employee's request.

A Job Evaluation Committee will be established and maintained within the Genesee County Road Commission. The function of the Committee will be to assist in the reallocation of a job. The scope of the Committee is limited specifically to the review of a job to determine whether or not the level of responsibility associated with the job has changed enough to warrant reallocation to a higher or lower classification. The Committee shall have no power to determine wage rates of the classification, job assignments or other related conditions of employment.

The Job Evaluation Committee shall consist of:

1. Manager-Director
2. Assistant Personnel Director
3. Labor Attorney
4. AFSCME representative
5. Two (2) Union representatives designated by the Union

The Job Evaluation Committee will determine its own operational procedures, and will only meet when there is a necessity or related matter to be settled.

If the Job Evaluation Committee decides that an employee's job should be reallocated to higher or lower classification, that decision must be approved by the Board of County Road Commissioners prior to the reallocation being effective.

This procedure is strictly for reallocation of present jobs and cannot and will not be considered in settling other matters covered under the present Grievance Procedure as outlined in this Agreement. Any other request not pertaining to job reallocation will be denied automatically.

#### ARTICLE XXIII - NO STRIKE CLAUSE

Section 1. It is further agreed that in all grievable cases, the Union shall not be liable for damage resulting from all incidents of any unauthorized strike, slow down, walkout, or any unauthorized cessation of work by its members during the first twenty-four (24) hours. While the Union shall undertake all reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer, during the first twenty four (24) hours of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline short of discharge. Such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement.

- a. After the first twenty four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any Union member participating in any unauthorized cessation of work, and such Union member shall not be entitled to or have recourse to any other provisions of this Agreement.

#### ARTICLE XXIV - SAVINGS CLAUSE

Section 1. If any Article or Section or portion thereof of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement and/or addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section or portion thereof.

ARTICLE XXV - TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of the date of signing by the Board of County Road Commissioners and shall remain in full force and effect without change, addition or amendment from said date through September 3, 2002, and shall automatically renew itself from year to year thereafter, provided that either party hereto may reopen the 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 September 3, 2002.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and agents this 30<sup>th</sup> day of June, 1998.

COUNCIL 25, AMERICAN  
FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES,  
AFL-CIO

Sandra Rozum-Glasson  
Sandra Rozum-Glasson, Chairman

Coetta Adams  
Coetta Adams

Judy Rich  
Judy Rich

Ken Stovall  
Ken Stovall, Business Agent

STAFF REPRESENTATIVE

BOARD OF COUNTY ROAD  
COMMISSIONERS OF THE COUNTY  
OF GENESEE, MICHIGAN

William C. Ayre  
William C. Ayre, Manager-Director

Galen Jamison 6/30/98  
Galen Jamison, Board Chairman

John Epps, Jr.  
John Epps, Jr., Board Vice-Chairman

John Austin  
John Austin, Board Member

Classifications and Rates

All employees hired prior to the signing of this contract will be on the "A Scale" of this wage chart. Furthermore, forty percent of all bargaining unit employees shall be on the "B Scale" of this wage chart before the highest bargaining unit seniority employee on the "B Scale" will be placed on the "A Scale".

NEW CONTRACT\* TO SEPTEMBER 3, 1999

\* Increases begin on first full pay period following signing of the contract

JOB TITLE & SALARY LEVEL			START	6 MONTHS	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
1	Receptionist	A	\$13.931	\$14.116	\$14.355	\$14.568	14.780		
		B	\$11.000	\$11.463	\$11.926	\$12.389	\$12.852	\$13.315	\$13.780
2	Clerk Typist Account Clerk I	A	\$14.462	\$14.763	\$15.072	\$15.363	\$15.655		
		B	\$11.500	\$12.026	\$12.552	\$13.078	\$13.604	\$14.130	\$14.655
3	Stock Clerk I	A	\$14.912	\$15.257	\$15.602	\$15.920	\$16.265		
		B	\$12.000	\$12.544	\$13.088	\$13.632	\$14.176	\$14.720	\$15.265
4	Account Clerk II Engineering Aide I Office Clerk	A	\$15.469	\$15.841	\$16.185	\$16.557	\$16.928		
		B	\$12.500	\$13.071	\$13.642	\$14.213	\$14.784	\$15.355	\$15.928
5	Secretary Engineering Aide II Stock Clerk	A	\$16.053	\$16.477	\$16.875	\$17.246	\$17.644		
		B	\$13.000	\$13.607	\$14.214	\$14.821	\$15.428	\$16.035	\$16.644
6	Secretary to the Manager Director	A	\$16.742	\$17.193	\$17.697	\$18.175	\$18.652		
		B	\$13.500	\$14.192	\$14.884	\$15.576	\$16.268	\$16.960	\$17.652
7	Engineering Aide III Weighmaster Maint. Coordinator Assm't Dist. Adm. Asst./Sec. in TE&P	A	\$17.644	\$18.175	\$18.705	\$19.209	\$19.739		
		B	\$14.000	\$14.790	\$15.580	\$16.370	\$17.160	\$17.950	\$18.739
8	Senior Accountant Traffic Eng. Tech. Permit Specialist Survey Crew Chief	A	\$18.652	\$19.209	\$19.819	\$20.403	\$20.960		
		B	\$14.500	\$15.410	\$16.320	\$17.230	\$18.140	\$19.050	\$19.960



Classifications and Rates

All employees hired prior to the signing of this contract will be on the "A Scale" of this wage chart. Furthermore, forty percent of all bargaining unit employees shall be on the "B Scale" of this wage chart before the highest bargaining unit seniority employee on the "B Scale" will be placed on the "A Scale".

SEPTEMBER 3, 1999\* TO SEPTEMBER 3, 2000

3% Increase

\* Increases begin on first full pay period following this date

	JOB TITLE & SALARY LEVEL	START	6 MONTHS	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
1	Receptionist A	\$14.349	\$14.539	\$14.786	\$15.005	\$15.223		
	B	\$11.330	\$11.807	\$12.284	\$12.761	\$13.238	\$13.714	\$14.193
2	Clerk Typist A	\$14.896	\$15.206	\$15.524	\$15.824	\$16.125		
	Account Clerk I B	\$11.845	\$12.387	\$12.929	\$13.470	\$14.012	\$14.554	\$15.095
3	Stock Clerk I A	\$15.359	\$15.715	\$16.070	\$16.398	\$16.753		
	B	\$12.360	\$12.920	\$13.481	\$14.041	\$14.601	\$15.162	\$15.723
4	Account Clerk II A	\$15.933	\$16.316	\$16.671	\$17.054	\$17.436		
	Engineering Aide I Office Clerk B	\$12.875	\$13.463	\$14.051	\$14.639	\$15.228	\$15.816	\$16.406
5	Secretary A	\$16.535	\$16.971	\$17.381	\$17.763	\$18.173		
	Engineering Aide II Stock Clerk B	\$13.390	\$14.015	\$14.640	\$15.266	\$15.891	\$16.516	\$17.143
6	Secretary to the A	\$17.244	\$17.709	\$18.228	\$18.720	\$19.212		
	Manager Director B	\$13.905	\$14.618	\$15.331	\$16.043	\$16.756	\$17.469	\$18.182
7	Engineering Aide III A	\$18.173	\$18.720	\$19.266	\$19.785	\$20.331		
	Weighmaster Maint. Coordinator Assm't Dist. Adm. Asst./Sec. in TE&P B	\$14.420	\$15.234	\$16.047	\$16.861	\$17.675	\$18.489	\$19.301
8	Senior Accountant A	\$19.212	\$19.785	\$20.414	\$21.015	\$21.589		
	Traffic Eng. Tech. Permit Specialist Survey Crew Chief B	\$14.935	\$15.872	\$16.810	\$17.747	\$18.684	\$19.622	\$20.559

Classifications and Rates

All employees hired prior to the signing of this contract will be on the "A Scale" of this wage chart. Furthermore, forty percent of all bargaining unit employees shall be on the "B Scale" of this wage chart before the highest bargaining unit seniority employee on the "B Scale" will be placed on the "A Scale".

SEPTEMBER 3, 2000\* TO SEPTEMBER 3, 2001

2.5% Increase

\* Increases begin on first full pay period following this date

JOB TITLE & SALARY LEVEL			START	6 MONTHS	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
1	Receptionist	A	\$14.708	\$14.902	\$15.156	\$15.380	\$15.604		
		B	\$11.613	\$12.102	\$12.591	\$13.080	\$13.569	\$14.057	\$14.548
2	Clerk Typist Account Clerk I	A	\$15.268	\$15.586	\$15.912	\$16.220	\$16.528		
		B	\$12.141	\$12.697	\$13.252	\$13.807	\$14.362	\$14.918	\$15.472
3	Stock Clerk I	A	\$15.743	\$16.108	\$16.472	\$16.808	\$17.172		
		B	\$12.669	\$13.243	\$13.818	\$14.392	\$14.966	\$15.541	\$16.116
4	Account Clerk II Engineering Aide I Office Clerk	A	\$16.331	\$16.724	\$17.088	\$17.480	\$17.872		
		B	\$13.197	\$13.800	\$14.402	\$15.005	\$15.609	\$16.211	\$16.816
5	Secretary Engineering Aide II Stock Clerk	A	\$16.948	\$17.395	\$17.816	\$18.207	\$18.627		
		B	\$13.725	\$14.365	\$15.006	\$15.648	\$16.288	\$16.929	\$17.572
6	Secretary to the Manager Director	A	\$17.675	\$18.152	\$18.684	\$19.188	\$19.692		
		B	\$14.253	\$14.983	\$15.714	\$16.444	\$17.175	\$17.906	\$18.637
7	Engineering Aide III Weighmaster Maint. Coordinator Assm't Dist. Adm. Asst./Sec. in TE&P	A	\$18.627	\$19.188	\$19.748	\$20.280	\$20.839		
		B	\$14.781	\$15.615	\$16.448	\$17.283	\$18.117	\$18.951	\$19.784
8	Senior Accountant Traffic Eng. Tech. Permit Specialist Survey Crew Chief	A	\$19.692	\$20.280	\$20.924	\$21.540	\$22.129		
		B	\$15.308	\$16.269	\$17.230	\$18.191	\$19.151	\$20.113	\$21.073

Classifications and Rates

All employees hired prior to the signing of this contract will be on the "A Scale" of this wage chart. Furthermore, forty percent of all bargaining unit employees shall be on the "B Scale" of this wage chart before the highest bargaining unit seniority employee on the "B Scale" will be placed on the "A Scale".

SEPTEMBER 2001\* TO SEPTEMBER 3, 2002

2% Increase

\* Increases begin on first full pay period following this date

JOB TITLE & SALARY LEVEL			START	6 MONTHS	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
1	Receptionist	A	\$15.002	\$15.200	\$15.459	\$15.688	\$15.916		
		B	\$11.845	\$12.344	\$12.843	\$13.342	\$13.840	\$14.338	\$14.839
2	Clerk Typist Account Clerk I	A	\$15.573	\$15.898	\$16.230	\$16.544	\$16.859		
		B	\$12.384	\$12.951	\$13.517	\$14.083	\$14.649	\$15.216	\$15.781
3	Stock Clerk I	A	\$16.058	\$16.430	\$16.801	\$17.144	\$17.515		
		B	\$12.922	\$13.508	\$14.094	\$14.680	\$15.265	\$15.852	\$16.438
4	Account Clerk II Engineering Aide I Office Clerk	A	\$16.658	\$17.058	\$17.430	\$17.830	\$18.229		
		B	\$13.461	\$14.076	\$14.690	\$15.305	\$15.921	\$16.535	\$17.152
5	Secretary Engineering Aide II Stock Clerk	A	\$17.287	\$17.743	\$18.172	\$18.571	\$19.000		
		B	\$14.000	\$14.652	\$15.306	\$15.961	\$16.614	\$17.268	\$17.923
6	Secretary to the Manager Director	A	\$18.029	\$18.515	\$19.058	\$19.572	\$20.086		
		B	\$14.538	\$15.283	\$16.028	\$16.773	\$17.519	\$18.264	\$19.010
7	Engineering Aide III Weighmaster Maint. Coordinator Assm't Dist. Adm. Asst./Sec. in TE&P	A	\$19.000	\$19.572	\$20.143	\$20.686	\$21.256		
		B	\$15.077	\$15.927	\$16.777	\$17.629	\$18.479	\$19.330	\$20.180
8	Senior Accountant Traffic Eng. Tech. Permit Specialist Survey Crew Chief	A	\$20.086	\$20.686	\$21.342	\$21.971	\$22.572		
		B	\$15.614	\$16.594	\$17.575	\$18.555	\$19.534	\$20.515	\$21.494

### Classifications and Rates

A one thousand dollar (\$1,000) lump sum payment, not rolled into the base compensation, will be made payable to each bargaining unit employee, the second full payroll period after the signing of this new contract, payable in a separate check. Employees that have not completed a year of service will have the \$1,000 payment reduced by pro-ration of the months they worked in the year. Payment would not be made until successful completion of their probationary period.

A one thousand dollar (\$1,000) lump sum payment, not rolled into the base compensation, will be made payable to each bargaining unit employee, the second full payroll period after October 1, 1998, payable in a separate check. Employees that have not completed a year of service will have the \$1,000 payment reduced by pro-ration of the months they worked in the year. Payment would not be made until successful completion of their probationary period.

A base pay raise of three percent (3%) will be granted on the first full pay period following September 3, 1999.

A base pay raise of two and one half percent (2 1/2%) will be granted on the first full pay period following September 3, 2000.

A base pay raise of two percent (2%) will be granted on the first full pay period following September 3, 2001.

LETTER OF AGREEMENT  
BETWEEN  
GENESEE COUNTY ROAD COMMISSION  
AND  
LOCAL 496, CHAPTER 04, MICHIGAN AFSCME COUNCIL 25

The Genesee County Road Commission will attempt to set up a Defined Contribution Retirement Plan. The Employer intends to duplicate the existing Defined Contribution Plan in effect for General Genesee County Employees. The Union and the Employer agree that any employee hired after the date of ratification will be placed temporarily in the existing Defined Benefit Plan until such time as the Defined Contribution is established. The Union and the Employer agree that such new employees shall rollover into the new plan their contributions, ten percent (10%) of the Employers contribution and any interest earned on their contributions. The Defined Contribution Retirement Plan shall be subject to applicable IRS rules and the terms and conditions of the Plan shall be IRS qualified prior to implementation.

The Employer and the Union will enter into limited negotiations regarding a Defined Contribution Retirement Plan, for employees at the signing of this agreement, if such plan is adopted by the Board of Genesee County Road Commissioners. In the event such plan is adopted, members of AFSCME, Local 496-04 may be permitted to become participants under this plan. Such negotiations shall be strictly limited to the scope and issues that may arise under a Defined Contribution Plan.

In addition, the employer will attempt to establish a Deferred Retirement Option Plan (DROP), limited negotiations regarding this plan will be undertaken, and any agreements thereafter will be contained in a Memorandum of Understanding that will amend this Collective Bargaining Agreement if such plan is adopted by the Board of Genesee County Road Commissioners.

UNION

Sandra Rogan-Glasson

Conita Adams

Joseph R. Kirk

Paul Stovall

EMPLOYER

[Signature]

Wiley Johnson 6/30/78

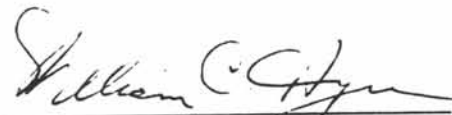
William P. [Signature]

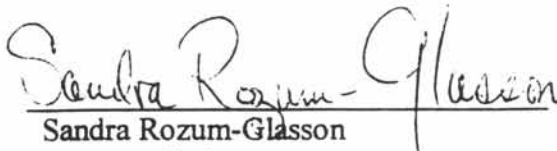
LETTER OF UNDERSTANDING  
BETWEEN THE  
GENESEE COUNTY ROAD COMMISSION  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
LOCAL 496-04

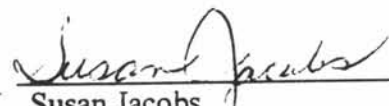
Employees will notify the Employer's Personnel Office of their desire to opt out of medical coverage by the 15<sup>th</sup> of the month prior to becoming effective. (i.e. March 15 deadline for April opt out, payment in May)  
Immediate re-enrollment and open enrollment period remains as written in Article XIX, Section 3, of the current collective bargaining agreement.

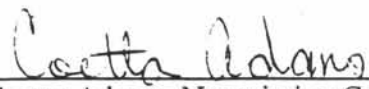
Dated July 22, 1998

  
\_\_\_\_\_  
Ken Stovall, Staff Representative

  
\_\_\_\_\_  
William Ayre, Manager/Director

  
\_\_\_\_\_  
Sandra Rozum-Glasson  
Chapter Chairperson

  
\_\_\_\_\_  
Susan Jacobs  
Asst. Personnel Director

  
\_\_\_\_\_  
Coetta Adams, Negotiating Committee

  
\_\_\_\_\_  
Judy Rich, Negotiating Committee



