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AGREEMENT

between

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE

and

LOCAL #543 OF THE UTILITY WORKERS
UNION OF AMERICA, AFL-CIO

EFFECTIVE: April 1, 2000
EXPIRES: March 31, 2003
EXTENSION: April 1, 2003
EXPIRES: March 31, 2004



Monroe County Road Commission

There is a lot of good stuff

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April, 2000 by and between the Board of County Road Commissioners of the County of Monroe, Michigan hereinafter referred to as the Employer, and the Local #543 of the Utility Workers Union of America, AFL-CIO, hereinafter referred to as the Union.

PURPOSE AND INTENT

The purpose of this Agreement is to set forth terms and conditions of employment, to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all Employees.

ARTICLE 1. Recognition

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer, of those classifications of Employees covered by this Agreement, and listed in the attached Job Classifications and Wage Rates, including all permanent hourly rated employees, but excluding foremen, and supervisors, Commissioners, Employees with a personal service contract, members of the Monroe County Road Commission Employees Association.

The Employer shall have the exclusive right to hire whomever it chooses; however, it agrees that it shall not retain in its employ any person eligible for membership in the Union for a period longer than ninety (90) calendar days unless such person shall, as a condition of continued employment, become and remain a member and pay the Union, within ten (10) days thereafter, its regular and usual initiation fee and its regular and usual dues.

ARTICLE 2. Extra Contract Agreements

The Employer agrees not to enter into any agreement with another Labor Organization during the life of this Agreement, with respect to the Employees covered by the Agreement, or any agreement or contract with the said Employees, individually or collectively, which in any way affects wages, hours, or working conditions of the Employees, or any individual employee in the unit covered by this Agreement.

ARTICLE 3. Captions

The captions used in each section of this Agreement are for identification purposes only and are not a substantial part of this Agreement.

ARTICLE 4. Gender

References to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 5. Management rights

Section 1. Local #543 of the Utility Workers Union of America, AFL-CIO, and the bargaining unit recognize and agrees that the Employer is charged with certain powers, rights, authority, duties, and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated. Nothing contained herein, either expressed or implied, shall abridge, abrogate or usurp such rights or duties of the Employer.

It is agreed that other rights and responsibilities of the Employer, including those delegated to the Managing Director, by the Employer, are hereby recognized.

Section 2. Except as in this Agreement otherwise specifically expressly provided, the Employer retains the right to manage and operate the County in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is:

- the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines requires to provide such services;
- to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location;
- to direct and control operations; to establish reasonable work rules; to study and use improved methods and equipment;

- to manage its affairs efficiently and economically; to determine the quantity and quality of service to be rendered; the control of materials, tools, and equipment to be used and the discontinuance of any service, materials, or methods of operation;
- to introduce new equipment, methods, machinery, change or eliminate existing equipment and institutes changes;
- supplies to be used and purchased; to subcontract or purchase any or all work or the construction of any new facilities or the improvement of existing facilities;
- to determine the size of the work force and increase or decrease its size;
- to determine the lunch, rest period, clean-up time, the starting and quitting time and the number of hours to be worked;
- to establish work schedules;
- and in all respects to carry out the ordinary and customary function of management.

Section 3. The Employer shall also have the right to:

- hire, promote, assign,
- transfer, suspend, discipline,
- discharge, layoff and recall personnel;
- to establish penalties for violations of such rules;
- to make judgments as to ability and skill;
- to determine work loads;
- to establish and change work schedules;

■ to provide and assign relief personnel subject to the provisions of this Agreement.

Section 4. The bargaining unit hereby agrees that their Employer retains the right to establish and administer all matters not specifically limited by this Agreement.

ARTICLE 6. Agency Shop and Dues

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Job Classification Sheet.

Section 2. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards to such matters.

- (a) Membership in the Union is separate, apart and distinct from assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally without regard to whether or not an Employee is a member of the Union. The terms of this Agreement have been made for all Employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed

by the Employer after it has satisfied itself that the Union is the choice of a majority of the Employees in the bargaining unit.

Accordingly, it is fair that each Employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.

- (b) In accordance with the policy set forth under paragraphs (1) and (2) of this Section, all Employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the Employees' exclusive collective bargaining representative, an amount of money to that paid by other Employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues including such general assessments that may be a part thereof. For new employees, the payment shall start ninety-one (91) days following the date of employment.
- (c) If any provision of this Contract is invalid under Federal Law or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

Section 3. The Employer agrees to deduct from the pay of each new employee all dues, and initiation fees, including such general assessments that may be a part thereof, of Local #543 of Utility Worker Union of America, AFL-CIO, and pay such amount deducted to said Local # 543 of the Utility Workers Union of America, AFL-CIO,

for each and every employee, provided, proper authorizations are signed by such Employee allowing such deductions and payments to the Union.

Section 4. Deductions from current regular Employees shall continue.

Section 5. The Employer shall address all correspondence to the Union Recording Secretary and shall seal the correspondence.

ARTICLE 7. Save Harmless

In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an Employee at the Union's request, the Union shall indemnify the Employer against a liability found to have arisen out of action taken by the Employer for the purpose of complying with provisions of this Agreement.

ARTICLE 8. No Strikes

- (a) The Employer will not lock out Employees during the term of this Agreement.
- (b) The parties of this Agreement mutually recognize and agree that the services performed by Employees covered by this Agreement are services essential to the public, health, safety, and welfare.
- (c) Under no circumstances will the bargaining unit cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay in, slowdown of work or restriction of production or interference with the operations of the County; or any picketing or patrolling during the term of this Agreement.

- (d) The bargaining unit agrees further to cooperate with the Board to remedy such situation by immediately giving written notice to the Board and the involved declaring the said conduct unlawful and directing the Employees to return to work. The Employer shall have the right to discharge any Employee who instigates, participates in, or gives leadership to any activity herein prohibited.
- (e) The bargaining unit and the Union further agree that they shall not use the service of outside persons to perform picket duties against the said County.

ARTICLE 9. Savings Clause

If any Article or Section of this contract or of any riders; thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section remainder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the Article affected thereby the parties shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

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ARTICLE 10. Seniority

Section 1. Commission-wide seniority is defined as the length of an employee's continuous employment, since his/her last hiring date, without interruption or break in service. Seniority of persons hired on the same day shall be determined in alphabetical order of last name.

Section 2. Employees will also have seniority in their respective classifications and districts.

Section 3. Probationary Period: Employees will be considered as probationary employees for the first 90 calendar days after date of hire. After completion of the probationary period or any mutually agreed extension thereof, they will be considered as a regular employee and will be placed on the Commission-wide seniority list as of date of hire. There shall be no seniority among probationary employees and they may be discharged or laid off in any order without recourse to the Grievance Procedure. There shall be no obligation to recall laid-off probationary employees.

Section 4. Seasonal Employees: Seasonal Employees are those who are hired on a seasonal basis.

- Seasonal Employees may be employed to perform work presently performed by members of Local #543, annually during the period April 1 through November 22, inclusive.
- There shall be no seniority among Seasonal Employees and they do not acquire seniority unless they are retained for more than 20 weeks, after the date of hire in the current season, in which case they become regular

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Employees, and their names will then be placed on the seniority list as of their permanent date of hire.

- No Seasonal Employee shall be retained as such during any calendar year for a period of more than twenty (20) weeks.
- The Employer shall not be obliged to rehire an individual who worked for it as a Seasonal Employee in a prior season, and seasonals may be discharged or laid off in any order without recourse to the Grievance Procedure.
- It is understood that no Seasonal Employees will be employed while any regular Employees are in a layoff status.
- There shall be no more seasonal employees performing Local #543 work than 50% of the current number of Local #543 members employed on any given day.

Section 5. Layoff and Recall: All Local #543 members shall be one unit for the purpose of layoff and recall. Least senior employee to be laid off first, most senior employee to be called back first. Bidding rights are amended to include a thirty (30) day holding period to apply only to mechanics and the welder should they bid out of the garage. Any Local #543 member wishing to fill a position left vacant due to a layoff may do so (providing management intends to fill the vacancy, and provided they are capable of performing the work) on a voluntary basis, seniority being the ruling factor.

- Jobs are to be filled on a County-wide basis and must be accepted in the district where they occur. Anyone filling such a position shall be compensated at the appropriate rate of pay of that job.

- Upon recall, Employees shall be installed in their former positions at the appropriate rate of pay for that job. Employees utilizing this section shall, upon recall of laid off employees, return to their former jobs at the job's current rate of pay.
 - If the Employer determines that an Employee is not capable of performing the work, the Employer shall nevertheless permit the Employee to perform the work for ten (10) working days so that the Employee may attempt to demonstrate his/her capability provided; however, the Employee shall not be granted a ten (10) day working trial period unless all the Union officers working, at the time the trial period is to begin, state in writing, unanimously, that the Employee is capable of performing the work the Employee seeks to perform and the Employee must be granted the ten (10) day trial period. If after expiration of the ten (10) day trial period, the Employer determines the Employee is not capable, then the Employee shall be replaced by the Employer and the Employee's rights shall be determined under the Grievance Procedure.
- (a) Employees who exercise their seniority, under this Section, will be paid at the rate of the job classification to which they are so assigned, except that Employees who have bid a specific piece of equipment and have qualified; therefore, will continue to be paid their classified rates when the reduction in force is due to seasonal reasons, and during such periods they may be assigned to any work available.

- (b) In the event an Employee who is assigned to a specific piece of equipment, as the result of a bid, is laid off from his/her regular job due to the elimination of such equipment. His/her rate on said equipment will be continued for a period of two (2) months from date of such layoff. During said period, said employee may be assigned to any work available and may bid on any vacancy which occurs, but, if he/she does not bid, he/she will after expiration of said period, be paid at the rate for the job he/she performs.
- (c) Employees must return to their own job upon recall. If there is no opening in their own job district, but work is available in another district which they are capable of performing, they will be recalled to that job and must return to work upon such recall and be paid at the rate established for the job to which he/she is recalled.

An employer ordered shutdown of tandem trucks for more than five (5) consecutive working days shall be based on County-wide seniority within the tandem truck driver's classification.

However, the above notwithstanding, Union officers and the Chief Steward who are presently on the payroll on date of signing contract shall be last to be laid off. The order of layoffs shall be as follows: Chief Steward, Recording Secretary, Vice-President, Financial Secretary and President. Recalls shall be made in reverse order.

Section 6. An employee laid off shall be entitled to two-thirds (2/3) of his/her sick pay in the event his/her seniority is lost pursuant to Section 7 (e) of this Article; the employee shall be paid such at the time of loss of seniority.

Section 7. Loss of Seniority: An employee shall lose his/her seniority and be terminated if:

- (a) He/she quits.
- (b) He/she is discharged for just cause.
- (c) He/she is convicted of a felony in which he/she is imprisoned for six (6) continuous months or more.
- (d) His/her layoff exceeds eighteen (18) months for Employees with less than eighteen (18) months seniority;
 - his/her layoff exceeds three (3) years for Employees with eighteen (18) months to five (5) years seniority;
 - his/her layoff exceeds five (5) years for Employees with more than five (5) years seniority.
- (e) He/she retires under the pension plan of the Monroe County Road Commission.
- (f) He/she fails to return from layoff within three (3) days after receipt of Certified Mail Notice of Recall unless he/she is employed elsewhere at date of recall, in which case he/she will be allowed ten (10) working days after receipt of Certified Mail Notice of Recall.
- (g) He/she fails to return to work within three (3) working days after the scheduled expiration of a leave of absence.
- (h) He/she is absent for three (3) consecutive working days without notifying the Employer.
- (i) He/she is on a medical leave of absence due to non-work related injury or illness for a period of two (2) years.

Section 8. Promotion outside of unit: A Local #543 member receiving a promotion to a classification not covered by the collective bargaining agreement shall have 30 working days from the date they receive the promotion to return to his/her former classification in the bargaining unit. During said 30 working day period no member shall lose seniority, however, at the end of the 30 working day period all seniority and recall rights shall cease to exist.

The Employer will notify the Union Secretary in writing of any such promotion and its effective date.

Section 9. The Employer will notify the Union as soon as reasonably possible after it is determined that a layoff of Employees is necessary. However, the employer shall notify the Union at least sixty (60) calendar days prior to the actual layoff of employees covered by this agreement.

In the event that the Employee is laid off for other than reasons stated in Article 30, Section 5, the Employer will provide three (3) months insurance coverage. Also if, an Employee is laid off as a result of Article 30, Section 5, no seasonal employees will be laid off during April 1 through November 22 of any year.

ARTICLE 11. Wages, Hours, Overtime

Section 1. Attached hereto, and made a part hereof and marked Job Classification and Wage Rates is a schedule showing classifications and wage rates of Employees covered by this Agreement.

Section 2. Hours: For the duration of this Agreement, regular work shall be scheduled between the hours of 7:00 A.M. and 3:30 P.M., Eastern Standard Time, or

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Eastern Daylight Savings Time, whichever is in effect in Monroe County. Employees who, by the nature of their work, normally are scheduled for different periods of time (weighmaster, weighmaster's helper, night mechanics, janitor) will not be subject to the aforementioned starting and quitting times.

- (a) The regular work day shall be the twenty-four (24) hour period commencing at 7:00 A. M., prevailing time; however, the starting and quitting times of each shift shall be established by the Employer as required to meet operating schedules as in the past.
- (b) The regular work week shall commence at 7:00 A.M. on Monday, and except in the case of emergency or necessity, shall be scheduled for five (5) days, Monday through Friday. No employee will be sent home during the week for the purpose of avoiding overtime. Work scheduled for Saturday or Sunday or on Call-Ins shall be governed by other provisions of this Article.
- (c) Forty (40) hours will be considered a normal work week for overtime computation purposes.
- (d) All hourly Employees will be paid all authorized hours worked calculated to the nearest one tenth (1/10) of an hour. If an Employee reports late for his/her regular shift, he/she will be paid for the actual hours worked calculated to the nearest one tenth (1/10) of an hour.

Section 3. Lunch and Rest Period: The lunch period shall be taken from the hour of 12:00 noon to 12:30 P.M. of each regular day, unless otherwise authorized by the Supervisor, and the rest period, not exceeding fifteen (15) minutes, shall be taken from 9:00 A.M. to 9:15 A.M., unless otherwise authorized by the Supervisor. In order to meet

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emergency situations or jobs that may require continuous operation (e.g. wedging, paving, etc.), employees may be required to work during their rest and lunch periods, and to the extent possible, appropriate adjustments will be made in the normally scheduled working hours for that day.

Section 4. Overtime: Employees who are required to work during overtime hours shall be compensated as follows:

- (a) For hours in excess of forty (40) hours in any work week--time and one-half.
- (b) For hours in excess of eight (8) hours in any work day--time and one-half.
- (c) For all hours worked on Sunday or any of the holidays listed herein--time and one-half.
- (d) For all hours worked on Saturdays--time and one-half, providing the employee has not lost scheduled time of his/her own volition during the preceding five (5) days, except when on approved leave.
- (e) In computing overtime, no hour of work shall be included with respect to weekly overtime as to which premium payment has been computed on a daily basis.

Section 5. Available overtime work shall be assigned as nearly as practicable on seniority basis, as follows:

CONSTRUCTION:

- (a) Crews to perform certain continuous construction projects shall be established at the beginning of the construction season and shall be utilized to perform such construction on all scheduled overtime.

Vacancies will be filled using the highest seniority employees within the heavy equipment and/or tandem truck driver classifications, whichever classification has the vacancy. (A vacancy occurring in the heavy equipment classification shall be filled by employees within the heavy equipment classification first. If none are available, seniority employees within the tandem truck classification shall fill the vacancy). If no employees are available in the above classifications, the assignment shall be passed on to the highest seniority employees assigned to county road maintenance crew's county wide, regardless of classification.

(b) Countywide Gradall –

- Gradall operations will be County-wide.
- One Gradall shall be bid in the East District.
- One Gradall shall be bid in the West District

At the beginning of each Gradall season there will be volunteers by seniority from the Tandem Truck Driver Classification to work with said Gradalls.

These Truck Drivers will be dedicated to this work for the season, and shall have rights to any overtime involved with the Gradall that the truck has been assigned to at the beginning of the season.

If there are no volunteers from the Tandem Truck Driver Classification the least senior Tandem Truck Driver shall be placed on said Gradall Crew.

All Gradall overtime shall be distributed as evenly as possible between the Gradall Crews.

COUNTY ROAD MAINTENANCE CREWS ARE DEFINED AS FOLLOWS:

MONROE DISTRICT

All personnel that perform maintenance on county roads as a regular part of their assigned duties. This does not include employees assigned to the mechanic's garage, employees assigned to the tile crew, employees assigned to the state road maintenance crew and employees assigned to the Gradall crews.

BEDFORD/IDA DISTRICT:

All inclusive, excluding Gradall crews.

DUNDEE DISTRICT:

All inclusive, excluding Gradall crews.

MAINTENANCE:

- (c) On maintenance work, the assignment shall be on the basis of job classification seniority within the District. Assignments for scheduled road maintenance overtime shall utilize bid equipment whenever possible. Every effort will be made to assign the highest seniority employee and his bid equipment whenever that equipment is reasonably capable of performing the job.
- (d) In all cases, if additional personnel are needed to perform maintenance on overtime, the remaining employees on the county road maintenance crew in the affected district shall be utilized to fill such vacancies in order of their seniority regardless of their classification.

- (e) Jobs that are within the labor classification include: mowing, flagging, tree and brush removal, sweeping, landscaping, additional labor on tile crew, labor on Gradall, labor on tar kettle, labor on cold patching, etc.
- (f) A foreman will assign the highest seniority volunteer from his pool of laborers and single axle drivers to man the mower truck. This employee will retain the job for all overtime throughout the mowing season.
- (g) Scheduled overtime on state roads shall be assigned as follows:
 - 1) employees assigned to state road maintenance.
 - 2) State Bridge crew laborers.Any additional personnel needed, will be taken from the county road maintenance district in which the work is being performed.
- (h) In all cases, the senior employee must be qualified to perform the work required.
- (i) As to established crews such as tile, Gradall and bridge crews, overtime shall be distributed on a seniority basis within the crew on the project, in which the overtime occurs.
- (j) Additional personnel needed on tile and sign shop and Gradall overtime will be utilized from the district in which the work is being performed.
- (k) Non-winter related emergency call-ins shall be handled as follows: Bid equipment will be utilized whenever possible, every effort will be made to assign the highest seniority employee and his bid equipment whenever that equipment is reasonably capable of performing the job. In many cases, a single axle driver and laborer will be required to perform the work, in such

cases, these classifications in the affected district shall be utilized first. If additional personnel are needed, remaining employees on the county road maintenance crew in the affected district shall be utilized in order of their seniority regardless of their classification.

- (l) Non-winter emergency call-ins occurring on state roads shall be assigned the same as for scheduled overtime.
- (m) When a crew has been called in to perform overtime work in the case of emergencies, that crew may be reassigned to perform other necessary work of an emergency nature, notwithstanding the provisions of this agreement, which might have called for an assignment in the first instance to a different crew.
- (n) Class "A" workers will not be eligible to perform maintenance or construction overtime outside their own crews, except in cases of extreme emergency.
- (o) An employee temporarily transferred to another District, for any period of time, shall be considered, for purposes of this Section, as having his seniority in the District to which he/she is temporarily transferred for the period of the transfer.

Section 5.5 Snow Removal and Ice Control. Required snow removal and ice control occurring naturally and/or otherwise shall be handled in the following manner:

1. (a) From 5:00 A.M. to 4:00 P.M. when overtime is required, winter maintenance truck drivers shall be called upon in the order of their seniority.

- (b) If additional personnel are necessary, they shall be called upon, in the order of seniority to work such overtime, provided such individual is able to perform the work required.
- (c) Overtime which occurs during the work week will be assigned by seniority whenever possible. In all cases, bid equipment will be utilized first.
- (d) For purposes of snow and ice control, the State Maintenance Crew, Bridge Crew and Tile Crew will be combined with the (Monroe) County Road Maintenance District by seniority.
- (e) For purposes of snow and ice control, the Gradall Crews will be combined with the Maintenance districts in which they are based.

Call-ins for overtime shall be handled as follows:

- 2. (a) A list of volunteer employee's to perform night snow and ice control will be posted by November 1st, in the districts of Monroe, Dundee and Bedford (includes Ida). Employee's who are assigned to these districts and want to volunteer to work in their district shall be given preference to stay in their own district. Employees from other districts may volunteer for other districts if that district has any openings. Senior employees will be given their preference first. If any district does not get enough volunteers to fill its night list, Management shall fill these vacancies by drafting the least senior Local #543 members, and assign these members to fill these vacancies wherever they

exist. Drafted employees may not bump any volunteers for placement purposes. Mechanics will not be eligible to sign or be placed on a snow and ice control list due to the availability to be in the mechanic's garage.

- (b) A predetermined list of employees willing and able to perform night snow and ice control shall be maintained. Call-ins for overtime, from the list, shall be made on a rotating basis with as many calls made as may be necessary to acquire the needed personnel. There need be no effort made to distribute overtime evenly; the only requirement being that calls be made from the list on a rotating basis--whether or not the Employee is reached.
- (c) An Employee may remove himself from the list only for good cause with two weeks notice to the Managing Director, or his designee.
- (d) When call-ins occur and the list has been exhausted during any emergency, work will be assigned to the least senior Employees able to perform the work and Employees so notified shall be required to work.
- (e) Failure to respond to proper calls shall be a violation of Group II (d) penalties.
- (f) Employees will receive a shift premium of eight and a quarter (8.25) percent between the hours of 7:00 P.M. and 7:00 A.M. for snow and ice control only.

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- (g) The night crew leader position for snow and ice control in the West District shall be assigned by the Director of Maintenance to a Local #543 member out of that District.

Section 6. Supervisory, management and salaried personnel shall be entitled to perform any work required in case of emergency. Emergency work is defined as any work to protect the public and to correct unsafe and dangerous conditions which require immediate attention and for which an hourly paid employee or employees are not available within a reasonable period of time. This Section shall not operate to restrict the work of crew leaders.

Section 7. Exceptions to Overtime Provisions: Notwithstanding the provisions of Article 11, Section 4, the overtime provisions shall not be applicable in the following instances:

- (a) Employees who work as a weighmaster and weighmaster's helper shall not be eligible for overtime compensation for working more than eight (8) hours in a work day since they may be scheduled for irregular hours and irregular work shifts, but such employees shall be eligible for overtime compensation in the event they work more than forty (40) hours in a work week.
- (b) Night Mechanics shall be called between the hours of 4:00 P.M. and 5:00 A.M. for overtime purposes on a rotating basis and shall receive eight and a quarter (8.25) percent shift premium.
- (c) The regular shift for night mechanics shall be 3:30 p.m. to 12:00 am. By the first week of November of each year, a voluntary list shall be posted for three (3) mechanics to work this shift. These positions shall be awarded to the top

senior employees in the mechanics classification who volunteer, and shall receive category 2 wages only. Between 12:00 a.m. and 7:00 a.m. the night mechanics shall receive eight and a quarter (8.25) percent shift premium for snow and ice control. If there are not enough volunteers, the least senior employees in the mechanics classification shall fill these positions. The Chief Mechanic and welder positions are not eligible to volunteer for this shift.

(d) Day mechanics and mechanics helpers shall be called in on a rotating basis.

(e) Laborers and Sign Fabricator in Sign Shop shall be rotated for overtime.

Boom Truck drivers shall be called in according to their seniority for overtime work.

Section 8. Employees shall be paid call-in pay of four (4) hours, at applicable rate as follows:

- (a) A call-in occurs when an employee is called and comes to work, either after or before, and not continuous with his/her regular working hours.
- (b) This section shall not apply when work performed when a call-in immediately follows, or runs into the Employee's regular hours of work.
- (c) During the four (4) hour period, an Employee recalled shall be considered as on the same call-in.
- (d) Call-ins shall be based upon District seniority, except that if specific equipment is called out, the operator of that equipment will get the call-in.
- (e) An Employee on approved vacation leave or personal leave, for more than one day, shall not be called for overtime until vacation leave or personal

leave expires, or until the work force has been utilized, that is not on approved leave.

Section 9. Temporary Transfers: Employees may be transferred on a one day temporary basis to other work and equipment as need arises, provided temporary transfers made at the beginning of a work shift shall be based on seniority within districts. Employees, temporarily transferred, shall be paid at their classified rate or the rate of the work to which they are assigned, whichever is higher for the time worked. Employees shall hold seniority in the job classification to which they are transferred until the beginning of the next regular shift. Seniority shall not be applicable to any temporary transfer that arises after the beginning of the work shift; provided, however, such temporary transfers shall not be made for the purpose of abusing any employee.

The temporary transfer, from whatever classification the Employer chooses to fill the temporary vacancies, shall be filled by County-wide seniority within their classification only where the transfer is for more than one day.

Section 10. Inability to perform work assignment due to claimed physical disabilities, must be attested to by a physician's statement filed in accordance with provisions of Article 19 , Section 1.

Section 11. An Employee may be assigned, on a voluntary basis, to any work for a period not to exceed thirty (30) working days irrespective of any seniority provisions of this Agreement, provided such work assignment is primarily for training purposes. Employees will be paid at their regular classified rate during any such training.

Section 12. Heavy Equipment Training Program: Local 543 employees, within the Heavy Equipment Classification, who have volunteered to train on gradall operation/drainage, will, by seniority, be afforded an opportunity to train with an experienced operator for a period of up to 30 working days, provided they show an ability to learn the job. The number of volunteers afforded this training opportunity will be determined by management.

Selected trainees will receive their regular heavy equipment wages and classified gradall operators will receive crew leader wages, for all hours spent with a trainee.

Volunteers who decide not to complete the training will be replaced by the next highest seniority employee who volunteered for the training. Any trainee that, after a reasonable amount of training, demonstrates low aptitude for gradall operation/drainage concepts, will be replaced as above and returned to his/her former position.

If a trainee is assigned to train with a gradall crew outside of his/her home district, the road commission will provide transportation to the jobsite or district garage. Trainees will retain rights to their bid equipment for call in and/or weekend (not daily) overtime.

After successfully completing the training period, the senior trainee shall be the alternate on the equipment that he/she was trained on and will continue to train with the operator on a need to be basis not to exceed 80 hours in a season.

When the bid operator is off, the alternate shall take the place of the bid operator for straight time or over time. The equipment this language will apply to include the Gradall(s), excavator and backhoe(s).

Section 13. (a) When a Foreman/Crew Leader is expected to be absent for more than ten (10) regular working days, the Employer may replace the Foreman/Crew Leader as the Employer deems best; if a Foreman/Crew Leader is expected to be absent ten (10) working days or less, then the Foreman shall select a replacement from within the Foreman's/Crew Leader's crew. When the State Maintenance Foreman is expected to be absent ten (10) working days or less, the Director of Maintenance will select a replacement from within the state crew (including the state bridge crew). If the state Maintenance foreman is expected to be absent for more than ten (10) working days, the Director of Maintenance may replace him as he/she deems best. Any local #543 employee that replaces a permanent Foreman/Crew Leader under this section shall receive the regular posted wages of the crew leader he/she replaces. If replacing a Foreman, his/her wages will be category 1.

(b) Any member of Local #543 who assumes a temporary crew leader position shall be paid at the following rates for all hours worked in that position.

Non-tier employees: Category I wages

Employees under tier system, shall be paid their regular rate plus the difference between category 9 and category 1 wages.

ARTICLE 12. Promotions

Section 1. Vacancies occurring in any position in the bargaining unit, in any District, including labor vacancies which are to be filled, shall be posted on the bulletin board of each District for not less than three (3) days. The successful bidder will be notified and the notice will be posted within seven (7) days.

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When the vacancy relates to a specifically numbered piece of equipment, the posting will so state, but the use of such equipment by the Employer, and the District in which it is used, shall not be restricted in any way by the awarding of the bid and it may, for legitimate reason, be moved to, and kept in, other Districts at the discretion of their Employer. The parties will agree in writing as to the equipment to which this subsection now applies, and to which it will apply for time to time in the future, it being intended that the present criteria shall apply in the future in determining whether additions to or deletions from the list shall be made. Upon retirement of, disposal of, or discontinuance of use of any such piece of equipment by the Employer, the Employee assigned thereto, shall have the right to exercise his/her seniority as provided in Section 6 of Article 10 above. If such equipment shall be replaced by a different type of equipment, said Employee shall be entitled to bid therefore, if such equipment is placed upon the aforesaid list.

With respect to vacancies occurring relating to equipment which the above applies, all such vacancies shall be posted within forty-five (45) days of the occurrence, unless the Employer intends not to fill the vacancy. In that event, the Employer shall, within forth-five (45) days of the occurrence of the vacancy, direct to the Union a letter indicating its intention not to fill the vacancy, and the specific piece of equipment so vacated shall not be used except in case of emergencies.

If the Union is not notified of the status of position within forty-five (45) days, the position automatically will be posted for bid.

Section 2. In determining the successful bidder, seniority shall govern, provided the qualifications and abilities of the respective bidders are relatively equal. Other

factors shall not be considered. The qualifications and abilities of Employees who bid shall be determined by the Employer and the Union shall be notified in writing of the successful bidder. If the Union deems the selection of the successful bidder improper under the terms of this Agreement, it may submit the matter to the Grievance Procedure commencing at Step 1 by filing a written grievance within five (5) work days after its notification of the successful bidder.

Section 3. The successful bidder shall be given a probationary period of up to thirty (30) working days to qualify on the job. When an Employee has worked in such capacity for six (6) months in such higher classification, then such Employee shall thereafter be entitled to receive the rate of compensation specified for such classification irrespective of the type of work to which he/she may thereafter be assigned. In the event the Employee cannot qualify, he/she shall be returned to his/her former position and his/her former rate of pay. In such case, the higher rated classification will be offered to the next Employee who has bid for the same. This procedure will occur only for the two (2) most qualified bidders and the positions will be re-bid.

Section 4. The Employer will reserve the right to hire from outside if no Employee is qualified to fill the vacancy or no bids are received from the Employees in the bargaining unit if it is a bid job.

Section 5. Employees that have been awarded a position in a higher paid classification shall not be eligible to bid a lower paid classification for one (1) year except in the following cases:

- A) Health;
- B) Disability;
- C) Proximity to work;
- D) No employee has bid the vacancy.

Section 6. The Employer agrees to keep the staffing level of mechanics up to eight (8). Article 12 will be implemented to fill the mechanics position when a vacancy occurs prior to hiring from the outside. The parties agree that a current state certification shall be a requirement for the mechanics position. It is further agreed that the certified mechanic selected pursuant to Article 12, shall be paid at full-scale. Anyone hired from outside Local #543 to fill the certified mechanic position will be locked into the certified mechanic position for three (3) years from the date of hire, and shall not be authorized to bid on any vacancy in the bargaining unit for a period of three (3) years beginning from the persons date of hire as a certified mechanic.

ARTICLE 13. Military Service

Employees who return from military service shall be reemployed in accordance with the provisions of the applicable State and Federal Laws and Statutes.

ARTICLE 14. Discharge or Suspension

The Employer shall not discharge or suspend any Employees without just cause, but upon infraction of the rules, penalties may be imposed in accordance with the rules. Warning slips involving infractions of minor rules will be given to the Employee within ten (10) working days of the date of the infraction, with copy to the Secretary of the Union. No such slip will remain effective for more than twelve (12) months.

No warning notice will be given for an infraction of the major rules, as posted. The Union recognizes the right of the Employer to make reasonable work rules not inconsistent with the terms of the contract. The Union however, reserves the right to dispute any such work rule that it deems to be inconsistent with the terms of this contract or arbitrary and/or unreasonable and to subject such rules to procedures set out in Article 15 and 16.

The Managing Director shall notify the Board of County Road Commissioners of the final disposition of all grievances involving suspension or discharge of an Employee. The Board, upon written request of the Union, may conduct such review as the Board deems appropriate.

Any record of disciplinary action shall be removed from the Employee's personnel records and destroyed three (3) years after the date of the offense.

ARTICLE 15. Grievance Procedure

Section 1. It is mutually agreed that all grievances, disputes, complaints, suspensions or discharges arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided, and that at no time shall there be any strikes, tie-ups of equipment, slow downs, walkouts or any other cessation of work through the use of any method of lockout or legal proceedings. Every effort shall be made to adjust controversies or disagreements in an amicable manner between the Employer and the Union.

In any instance where there is a meeting held with an Employee to determine the assessment of discipline to be given an Employee or when discipline is anticipated by

the Employer, the Employee shall have the right to have a Union representative present and he/she shall be so advised.

Section 2. Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1: The aggrieved Employee and/or Union Steward shall meet with the Immediate Supervisor and discuss the situation which gave rise to the grievance within ten (10) working days of the date of the occurrence or the Employee's knowledge of the occurrence.

Step 2: If not satisfactorily resolved, the Union shall file a written grievance with the office of the Managing Director within ten (10) working days of the occurrence or knowledge of the occurrence. The Managing Director shall answer the grievance in writing within ten (10) working days of its receipt, and deliver a copy to the Recording Secretary.

Step 3: In the event the grievance is not resolved by the Managing Director to the satisfaction of the Union, then both parties upon mutual written agreement within ten (10) working days of the date of the Managing Director's answer may request the Michigan Employment Relations Commission to mediate the matter.

Step 4: The Union may proceed directly to arbitration under Article 16 by filing a copy of the Union's request for arbitration before the Michigan Employment Relations Commission or the Federal Mediation Conciliation Service, whichever the Union selects, provided that a

copy of the notice must be delivered to the Managing Director within ten (10) working days of the Managing Director's answer. In the event the Union and the Employer have mutually chosen to mediate the matter, either party may proceed to binding arbitration by filing notice with the other of rejection of the mediator's recommendation within ten (10) working days of the mediator's recommendations.

Section 3. All grievances must be presented and processed as provided in this Article and within the time limits prescribed in order to be valid. Time limits may only be extended by mutual written agreement of the Union and the Employer. In the event that the Managing Director or Acting Managing Director fails to file written answer within ten (10) working days of the receipt of a written grievance, the Union may proceed to arbitration.

ARTICLE 16. Arbitration

Section 1. All such request for arbitration shall be in writing, sent by registered or certified mail, addressed to the Clerk of the Road Commission and the MERC or FMCS 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 such 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. Not more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual agreement of the parties.

Section 3. After designation of the arbitrator, a hearing shall be held as soon as practicable and the arbitrator shall issue an Opinion and Award, which shall be final and binding on the parties and the Employee(s) involved.

Section 4. The fee of the arbitrator, his/her travel expense and the cost of any facilities shall be borne equally by the parties. The fees of any counsel shall be borne by the party incurring same.

Section 5. The arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he/she have power to establish or change any classifications or wage rate, to the rule of 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 of any Employee alleging violation thereof shall be deemed arbitrable hereunder.

Section 6. No award involving wages due any grievant shall be made retroactive for more than thirty (30) days prior to the date the grievance was submitted in writing.

Section 7. The Employer will agree to pay for five (5) union representatives, including the grievant/grievants on the condition that the arbitration is conducted at the Monroe County Road Commission facility.

ARTICLE 17. Stewards

Section 1. The Employer recognizes the right of the Union to designate Stewards by Districts, as follows:

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Bedford District	One (1) Steward
Dundee District	One (1) Steward
Ida District	If reopened—One (1) Steward
Monroe District	One (1) Steward
Any District	One (1) Chief Steward

There shall be no alternate Stewards. The authority of the Stewards so designated by the Union shall be limited to and not exceed the following duties and activities:

- (a) The investigation and presentation of grievance with this Employee or the designated Employer representative in accordance with the provisions of the collective bargaining Agreement.
- (b) The transmission of such messages and information, which shall originate with, and authorized by, the Local Union or its officers, provided such messages and information:
 - 1. Have been reduced to writing. *OR*
 - 2. If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdown, refusal to handle goods or any other interference with the Employer's business.

Section 2. The Stewards, during working hours, without loss of time or pay, shall in accordance with the terms of this Section, investigate and present grievances to the Executive Committee of Local #543, upon having advised their Foreman of the same. The Foreman will grant permission and provide sufficient time to the Stewards to leave their work for these purposes, except that no job shall be left unprotected. The privilege

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of Stewards leaving their work during working hours without loss of time and pay is subject to the understanding that the time will be devoted to proper handling of grievances and will not be abused; and the Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. The Employer will defer discipline upon a Steward for alleged abuse of grievance time only after submitting the matter to the Grievance Procedure and, if necessary to arbitration.

Section 3. Both the Executive Committee and the Union Stewards will be allowed to meet without loss of time or pay for one (1) hour and travel time per month for monthly committee stewards meeting.

Section 4. The authority of the Union Stewards shall be limited to acts or functions which said Stewards are expressly authorized to perform in this Agreement.

Section 5. The Executive Committee of Local #543 during working hours without loss of time or pay shall investigate and present grievances to the employer upon having advised their foreman of the same. The foreman will grant permission and provide sufficient time to the Executive Committee to leave their work for these purposes, except that no job shall be left unprotected. The privilege of the Executive Committee leaving their work during working hours without loss of time and pay is subject to the understanding that the time will be devoted to proper handling of grievances and will not be abused.

ARTICLE 18. ABENSCE

Section 1. a) Any Employee desiring a leave of absence from his/her employment shall secure written permission from the Employer, which may be granted or denied, at the discretion of the Employer, and shall notify the Union. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from the Employer. Leaves of absence may be terminated at any time, after three (3) working days, written notice has been given by the Employer, when change in leave conditions occur. Securing a leave under false pretenses may be cause for discharge, subject to appeal of the Grievance Procedure.

b) Any Employee desiring a leave of absence must present to the Employer written request for leave prior to receiving approval from the Employer.

c) Any Employee requesting permission for an extension of absence must submit to the Employer an updated written request, 24 hours prior to the expiration of the original leave of absence excluding weekends and official MCRC holidays.

Section 2. At the discretion of the Employer, reasonable time off without discrimination or loss of seniority rights, and without pay, will be granted to any Employee, designated by the Union, to attend a labor convention or serve in any capacity or other official business of the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of employees affected, in order that there shall be no disruption of the Employer's operation due to lack of available Employees.

Section 3. Twenty (20) "No Pay" hours per calendar year will be granted to employees. Hours may be taken in blocks or single units or any combination. All "No Pay" leave is subject to Supervisor's approval.

ARTICLE 19. Sick Leave

Section 1. Employees who have been in the continuous employ of the Employer for sixty (60) calendar days shall have sick leave, with pay computed on the basis of one day per month worked, which will be granted only upon written evidence (certificate) from a physician stating the Employee is physically or mentally ill to a degree which incapacitates him from work. Upon returning to work, such certificate must be filed with their immediate supervisor prior to the start of the employees shift. In the event the Employee is off for three (3) or more days, he/she is required to notify their immediate supervisor of their availability to return to work. Failure to observe these time limits may result in loss of pay for the time involved, unless the late filing of the certificate is made through no fault of the Employee.

Certificate must be filed with the Employer, by 7:00 A.M. Monday, of the second week of the pay period, in order to be paid that pay period. Sick leave will also be granted if an employees presence at home is required by the serious illness of an immediate member of his/her family, if proof thereof, (beginning with the first day) is furnished to the Employer by a certificate duly signed by a physician. For the purpose of this Section "immediate family" means: spouse, son or daughter. Sick leave under this section will not be granted to an Employee for the purpose of taking an immediate member of the family to a physician, or for the purpose of admitting an immediate

member to a hospital. In the event an Employee's presence is required for medical or hospital treatment, for a member of his/her immediate family, he/she shall request at least 24 hours in advance, in the absence of an emergency, a leave of absence shall be granted without pay, for such purpose subject to the following conditions:

- (a) The Employee shall have exhausted his/her vacation days, which must be taken in units of one.
- (b) That a physician's certificate be presented within seven (7) working days verifying:
 - 1. That the Employee's presence is required for purposes of treatment, of the family member.
 - 2. That the physician is not available for such treatment outside of the Employee's regular working hours. Such leave may be granted, if requested by the Employee, for less than a full day in the sole discretion of the Employer.

Section 2. Incident to maternity and/or miscarriage cases involving wives of employees, the Employee shall be entitled to three (3) days sick leave with pay.

Section 3. Sick leave, for performance of dental work shall be limited to four (4) hours, with pay, except that one (1) day will be allowed for dental surgery. All leaves, for dental work, shall be charged as sick leave time.

Section 4. An Employee's certificate verifying his/her eligibility for sick leave compensation shall be attested in writing by the Employee's Foreman and, for days so approved, the Employee shall be paid as follows:

- (a) Paid at classified rates.
- (b) To the extent of the Employee's accumulated sick leave, the difference between his/her regular pay (based on forty (40) hours per week) and the amount paid to the Employee, under worker's compensation and/or no fault insurance benefits, or under the terms of the sickness benefit insurance (disability) furnished by the Employer to all Employees.
- (c) An Employee who desires to return to work from disability or sick leave in excess of thirty (30) calendar days, must deliver a written physician's certificate stating the Employee's ability to return to work five (5) working days before the Employee wishes to recommence work. This shall be for scheduling purposes only.

Section 5. Upon an Employee becoming eligible for retirement, he/she shall be entitled to receive from the Commission, by way of a severance allowance, payment for two-thirds (2/3) of his/her accrued and unused sick leave, within three (3) weeks of their last day of employment.

When an employee decides to retire, he/she must give no less than thirty (30) calendar days notice of such retirement.

Section 6. The maximum accumulation of sick leave shall be 160 days. No sick leave shall be accumulated while on a sick leave for a non-job related injury, or illness, except as to the first ninety (90) days. Sick leave shall not be accumulated for a job-related illness or injury except for the first one (1) year thereof.

Section 7. Physical and mental examinations may be required of all Employees at such intervals, and as requested by the Employer. Such examination shall be made

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by a doctor, selected by the Employer, and competent in the scope of the examination. All costs, including any time lost by the Employee during the course of such examination shall be borne by the Employer. If such examination reveals an unfitness for work, the Employer may require the Employee to take a sick leave of absence until such unfitness is corrected subject to the limitations set forth in Article 10, Section 7, (j). If the Employee disagrees with the doctor's findings, he/she may, at his/her own expense, submit competent medical opinion countering the Employer's doctor's findings. Should that occur, then a third doctor, selected mutually by the Employer and the Employee, shall make an examination and render a final and binding opinion on all parties. All costs of the third doctor shall be shared by the Employer and the Employee.

Section 8. Employer and Union agree that before Employer requires any Employee to undergo a mental examination, under Article 19, Section 7, the Employer shall notify the Union and permit the Union to submit reasons, at a meeting with the Managing Director, why such examination is not necessary. It is understood that the final decision rests with the Employer.

Section 9. Five (5) personal days per calendar year will be granted to employees with prior notification to the supervisor. Hours will be deducted from employee's sick time. Employees without sufficient sick time will not be eligible for personal days. The above referenced number of personal days will apply to all Employees hired prior to March 31, 2000, except as explained in Section 34.

ARTICLE 20. Court and Funeral Leave

Section 1. Any Employee who is subpoenaed, as a result of an accident, or is involved in an accident, while on duty, who must attend court, shall suffer no loss of pay, but will be paid at his/her classified rate, less court fees.

Section 2. Any Employee required to serve on jury duty will suffer no loss of pay, but will be paid the difference between jury pay (excluding mileage) and his/her regular pay, based on the Employee's classified rate.

Section 3. An Employee will be paid for three (3) days absence in the case of a death in his/her immediate family. "Immediate family" means wife or husband, child, mother, father, brother, sister, grandchild, mother-in-law or father-in-law. An Employee will be paid for one (1) day absence for attending the funeral in case of death of grandparents, daughter-in-law, son-in-law, brother-in-law or sister-in-law, and will be paid eight (8) hours pay for acting as an actual pallbearer at the funeral of a fellow Employee, if the funeral is held during regularly scheduled working hours. Upon a death in the immediate family, over 300 miles away and documented, five (5) days off will be allowed, three (3) paid by the Employer and two (2) deducted from the Employee's accumulated sick leave.

ARTICLE 21. Picket Lines

Section 1. It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action in the event an Employee refuses to enter upon any property of other employers involved in primary labor disputes or who refuse to go through or work behind any such primary picket line.

Section 2. Within five (5) working days of filing of a grievance, claiming violation

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of this Article, the parties to this Agreement shall proceed to Step 2 of the Grievance Procedure, without taking any intermediate steps and any other provisions of this Agreement to the contrary notwithstanding.

ARTICLE 22. Subcontracting

Section 1. The Employer agrees that no work or services presently performed by, or hereafter assigned to, employees in the bargaining unit, will be subcontracted, if it causes the layoff of such employees. However, nothing in this Agreement shall preclude subcontracting, in accordance with prior practices of the Employer, or where any unit of government, which is participating in the cost, specifically requests the project be offered for bid. The absence of a contract with any governmental agency shall not be construed as a violation of this Section.

Section 2. In reference to subcontracting, the subcontracting will be continued to be done as in the past and in accordance with the subcontracting article; however, it is not the intent of the Employer to lay off regular full-time Employees and then subcontract winter maintenance, such as snow and ice control. If additional personnel are needed for snow and ice control, laid off Employees will be called into work before hiring contractors.

Section 3. It is agreed that effective April 1, 1993, between the Board of County Road Commissioners and Local #543 that applicants may have driveway and frontage culverts installed by either qualified contractors or by the Monroe County Road Commission.

ARTICLE 23. Equipment, Accidents and Reports

Section 1. Under no circumstances will an Employee be required or assigned to engage in any activity involving abnormally or unreasonably dangerous conditions of work, to person or property, or in violation of an applicable statute or court order or governmental regulation, relating to safety or person or equipment.

Section 2. An Employee involved in any accident shall immediately report to available Immediate Supervisor, said accident and any physical injury sustained. Any employee, before starting his/her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject Employee to disciplinary action by the Employer, unless the Employee, due to his/her own injuries, is unable to make such immediate reports.

Section 3. It is the duty of the Employee and he/she shall immediately or at the end of his/her shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employee. The Employer shall not ask or require any Employee to take out equipment that has been reported, by another Employee, as being in an unsafe operating condition, until same has been approved by the mechanical department as being safe. When the occasion arises where an Employee gives a written report on a form in use by the Employer, of a vehicle being in unsafe working condition, and receives no consideration from the Employer, he/she shall take the matter up with the Safety Committee who will take the matter up with the Employer.

Section 4. Spare trucks will be used as replacements while bid trucks are being

repaired or serviced, these trucks will be assigned by the Chief Mechanic, these trucks may also be used in snow or ice removal situations, assigned by the Director of Maintenance. In the event all trucks are being utilized for snow and ice removal and a truck breaks down, the least senior employee on a non-bid truck will be bumped off.

ARTICLE 24. Safety Committee

Section 1. A Safety Committee shall be composed of one (1) Union and one (1) Employer representative who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

Section 2. When an Employee is required by a supervisor to work under a condition which the Employee regards as unsafe or which violates common safety practices, the Employee shall have the right to protest and, if ordered by the supervisor to perform the work involved, the Employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. This provision is subject however, to the provisions of Article 15, Section 1.

Section 3. The Employer shall consider the personal safety of the Employees in establishing operational procedures.

ARTICLE 25. Worker's Compensation

Section 1. The Employer agrees to cooperate toward the prompt settlement, of Employee's on-the-job injury and sickness claims, when such claims are due and owing. The Employer shall provide Worker's Compensation protection for all Employees.

Section 2. The Employer, without charging to the Employee's accumulated sick time, shall pay the Employee, up to five (5) days time commencing the first day the Employee, on physician orders, does not report for work, because of occupational disease or on-the-job injuries. Thereafter, the Employer shall pay the difference between the Employee's classified hourly rate of pay (40 hours a week) and the amount paid by Worker's Compensation, plus no fault insurance benefit as the Employee may receive until the exhaustion of accumulated paid sick leave.

ARTICLE 26. Life Insurance, Hospitalization, Prescription Drug Rider

Section 1. The Employer agrees to pay for full premium for life insurance, sickness, and accident insurance, and for hospital and medical insurance benefits. Beginning April 1, 1993, the life insurance shall be \$15,000.00 and \$30,000.00 for accidental death and disability. The hospital and medical benefit insurance for the Employees and his/her family shall be made available to the Employee through Michigan Blue Cross/Blue Shield on its First Dollar Traditional Plan with Master medical-Option 3, as presently provided, together with a Prescription Drug Rider with a \$5.00 co-pay, or its substantial equivalent, and the Blue Cross/Blue Shield (Reciprocity Program as of 1994 know as ITS).

Section 2. The Employer shall pay the full premium for an eye care program for

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its employees and their eligible dependents as provided for in the Blue Cross/Blue Shield Vision Program.

Section 3. The Employer shall pay the full premium for the Blue Cross/Blue Shield Preferred Dental Plan for its Employees and their eligible dependents, as defined in the plan dated June 24, 1977, a copy of which has been furnished to the Union and made a part of this Agreement by reference.

The Dental Plan shall include on August 1, 1982, additional coverage for orthodontic services described as Class IV providing orthodontic services, covering fifty (50) percent of reasonable charges with each member entitled to a maximum dental benefit of \$600 every contract year and each member has a lifetime maximum of \$600 available for orthodontic services. As of 4/1/97, maximum dental benefit of \$1,000 every contract year, and each member has a lifetime maximum of \$1,000 available for orthodontic services.

Section 4. Notwithstanding the references to Michigan Blue Cross/Blue Shield and its First Dollar Traditional Plan with Master Medical – Option 3, the Employer may provide equivalent coverage through such insurance provider as the Employer deems best, provided the coverage is equal, or better. The Employer and Union agree to cooperate fully in investigating comparable eye and/or dental plans.

Section 5. The Employer's obligation under this Article shall terminate upon any of the following:

- (a) The Employer agrees to pay the full premium for Blue Cross/Blue Shield or its equivalent for a six (6) month period, beginning with the first (1st) day of the calendar month next following or on which the leave starts, for an Employee on a non-work related disability leave. If leave is extended and approved beyond six (6) months, the Employee's Blue Cross/Blue Shield contract will be terminated. However, if the Employee wishes to pay premium, it will be continued. Upon his/her return to active employment, his/her contract and coverage will be reinstated.
- (b) The Employer agrees to pay the full premium for Blue Cross/Blue Shield or its equivalent, for a twelve (12) month period, beginning with the first (1st) day of the calendar month next following or on which the leave starts, for an Employee on disability caused by on-the-job injury. If leave extended and approved beyond twelve (12) months, the Employee's Blue Cross/Blue Shield contract will be terminated. However, if the Employee wished to pay premium, it will be continued. Upon his/her return to active employment, his/her contract and coverage will be reinstated. Eye and Dental Care premiums shall be treated in the same manner as Blue Cross/Blue Shield premiums.
- (c) The Employer agrees to pay the full premium for Life Insurance for a six (6) month period, beginning with the first (1st) day of the calendar month next following, or on which the leave starts, for any employee on a non-job related disability leave. If the leave is extended and approved beyond six

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(6) months, the Employee shall pay premium until his/her return to active employment.

(d) The Employer agrees to pay the full premium for Life Insurance for a twelve (12) month period, beginning with the first (1st) day of the calendar month next following or on which the leave starts, for an Employee on disability caused by on-the-job injury. If leave is extended and approved beyond twelve (12) months, the Employee's Life Insurance coverage will be terminated. However, Employee may continue coverage by paying the premium for duration of such extended leave.

(e) For coverage of student dependent upon termination of their enrollment as a full-time student.

Section 6. Effective April 1, 2000, the Employer shall provide disability insurance in the amount of \$300.00 per week. All other terms of the present coverage to remain the same.

Section 7. It is agreed that the Monroe County Road Commission will provide to the Recording Secretary of Local #543, a copy of all insurance policies including health care coverage agreements affecting Local #543 members and a copy of any changes made to these policies during the life of the contract.

Section 8. As of 8/1/94, it is agreed that the eligible employees of the Monroe County Road Commission shall have the opportunity to select either non-taxable fringe benefits or taxable compensation with respect to medical insurance coverage under the Local #543 of the Utilities Workers of America AFL-CIO Cafeteria Plan, which is incorporated by referenced into the Collective Bargaining Agreement. Those eligible

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employees who opt out of medical insurance coverage will receive \$2,400.00 per eligible employee per year, payable in quarterly installments (\$600.00). Each individual opting out must prove he/she has other coverage. This Cafeteria Plan shall not alter, diminish or otherwise affect the benefits provided to Employees under the Collective Bargaining Agreement. The sole effect is to provide eligible employees the election to receive taxable cash compensation in lieu of medical insurance benefits provided under the Collective Bargaining Agreement. As an exception to the above, in the event an employee and his/her spouse are both active employees of the Monroe County Road Commission, one employee must choose to receive the opt out payment described in the Cafeteria Plan, and he/she and family will be covered under his/her spouses health care coverage of their choice. Consolidation of health coverage for couples who marry after April 1, 2000 and both of whom work for the Monroe County Road Commission: said couples shall receive health insurance coverage up to full family or the Cafeteria Plan, but not both.

ARTICLE 27. RETIREMENT

Section 1. The Employees covered by this Agreement are covered by the Monroe County Employees Retirement System, Road Commission provisions, in effect January 1, 1984. The factor for determining Final Average Compensation is 2.00 for all covered Employees who retire after January 1, 1988.

Section 2. Effective April 1, 2002, the factor for determining final average compensation is 2.25 for all covered employees who retire after 4/1/2002.

Section 3. The best sixty (60) consecutive months out of the last 120 months for final average wage with a cap of 75% will continue until March 31, 2002.

Section 4. Effective April 1, 2002, the best thirty-six (36) consecutive months out of the last 120 months for final average wage with a final average compensation cap of 75%.

Section 5. The Employee's contribution shall be 3.1 percent.

Section 6. Any member of Local #543 who retires after 4/1/93 with the Monroe County Road Commission shall, if he/she desires to keep their life insurance, pay the Monroe County Road Commission the premium for life insurance not to exceed the face amount of fifteen thousand dollars (\$15,000.00).

RETIREE MEDICAL PAYMENT

(a) Effective April 1, 2000, the Employer will pay full family medical premiums (See Article 26) for all retirees retiring after April 1, 2000 and collecting a monthly Monroe County Employee Retirement System check at 55 years of age with thirty (30) years of service with the MCRC and 30 years credited service in the Monroe County Retirement System, including eye and dental coverage.

(b) The Employer will pay the full family medical premiums (See Article 26) for all retirees collecting a monthly Monroe County Employee Retirement System check provided the retiree is between 60 and 65 years of age, and has eight (8) years credited service, including eye and dental coverage.

The Monroe County Road Commission will pay \$300.00 premium annually for eye and dental coverage with the retiree picking up any difference of the premium.

After the retiree reaches age 65, medicare is to be primary coverage. Employer then to pay only for (secondary) complimentary coverage (Master medical 65, and unlimited prescription coverage, or equivalent). Retiree medical hospitalization payment would start January 1, 1987 for anyone who retired after January 1, 1984 provided the retiree is a Monroe County Road Commission employee on the last day before receiving a monthly pension check.

A surviving spouse upon remarriage, will no longer be eligible to have the Employer pay retiree medical premiums.

Retirees will be eligible to receive \$2,400.00 annually, should they choose to opt out of their health insurance coverage. The same provisions for opting in and out of health insurance coverage will apply for retirees as it does for full-time employees.

COST OF LIVING ALLOWANCE - 13TH CHECK

The Cost of Living (C.O.L.A.) provision was not intended to apply to those who retire before April 1, 1993. Those who retire prior to 4/1/93 are not eligible to receive a 13th check. Effective 4/1/2000, these retirees may be eligible to receive a 13th check upon the Board of County Road Commissioners establishing a 13th check policy.

C.O.L.A. provisions as bargained and signed in the Labor Agreement covering the period of 4/1/1993 through 3/31/1997 is to provide C.O.L.A. for Employees who retired on or after 4/1/1993, as part of the Retirement Window and to any other employees who retire thereafter. Furthermore, the Board will indemnify and hold harmless the Union or any Union or ex-union officials against all claims or suits of any kind arising from the Letter of Understanding of February 21, 1995 regarding C.O.L.A.

The Monroe County Road Commission agrees that the National Consumer Price Index from the previous calendar year shall be the determining factor in providing C.O.L.A. for retirees. This shall be adjusted annually on January 1st of each year. Any C.O.L.A. increase shall be added to the base premium benefit.

Effective 4/1/97, and applying to those who retire thereafter, C.O.L.A. or 13th check, will be determined each year by the Board of County Road Commissioners. If no determination is made, C.O.L.A. is in effect.

ARTICLE 28. VACATIONS

Section 1. Each Employee shall be allowed one (1) full work day for each full month (20th to 20th) actually worked by the Employee, for vacation without deduction from wages except as modified by Article 34 - new hires in first year. Employees shall not, however, be entitled to any credit for vacation until they have been in the continuous employ of the Employer for a period of sixty (60) calendar days. No vacation time shall be allowed for overtime worked. In determining whether an Employee has worked a full month, the Employer will include any month in which he/she:

- (a) Is on paid sick leave for a period up to the first two (2) months of sick leave.
- (b) Is on paid vacation.
- (c) Is on Worker's Compensation disability for a period up to the first (1st) year of disability.

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Section 2. Employees who have been in the continuous employ of the Commission for a period of five (5) years through nine (9) years inclusive will be entitled to vacation, as follows:

5 Years	13 Days
6 Years	14 Days
7 Years	15 Days
8 Years	16 Days
9 Years	17 Days

Employees who have been in the continuous employ of the Commission for a period of ten (10) years or more shall be entitled to twenty-one (21) days vacation per year.

The vacation days provided for, in this section, which are in excess of those provided in the preceding section shall be applicable only to those eligible employees on the active employment rolls of the Employer at the anniversary date of hire.

Section 3. Vacations are subject to the following:

- (a) Vacation may be taken in single non-consecutive days, provided; however, 24 hour notice is given, by the Employee, to the Employee's immediate supervisor.
- (b) Vacations of two (2) consecutive days, or more, may be taken provided at least seven (7) calendar days written notice, of the dates of vacation, are given to the Employee's immediate supervisor.
- (c) Vacations may be taken only in units of eight (8) hours or multiples thereof, except as modified under Article 36.
- (d) Vacation days may be accumulated up to a maximum of that number of days which can be earned in a two (2) year period, starting from the date

when such days begin to accrue. The number of such days which exceeds the maximum shall be used prior to the anniversary date of hire, in which the maximum number of days is accumulated, provided, that if the Employee does not take all accumulated days as required above due to emergency work, he/she may carry over a period of sixty (60) days the number of days worked during such emergency, even though they exceed such maximum.

- (e) Employees are entitled to a maximum of three weeks vacation pay in advance of vacation provided request is made a minimum of two weeks before the ending of the regular pay period before requesting vacation provided the check shall be delivered the last working day before the vacation begins. A vacation may be cancelled for emergency reasons beyond the control of the Employee.
- (f) An Employee who has properly applied for vacation leave and then decides for personal reasons not to use the vacation leave, may cancel the vacation leave and continue to work subject to the approval of the Employee's Immediate Supervisor.
- (g) An Employee who has properly applied for vacation leave and has utilized a portion of the vacation leave and then decides to cancel the remaining days of the approved vacation leave, may return to work subject to the approval of the Employee's Immediate Supervisor.

Section 4. An Employee entitled to vacation who begins work and thereafter works less than four (4) hours and is then confronted with a personal

emergency requiring absence from work shall be entitled to take one (1) full day vacation upon written request to his/her Immediate Supervisor provided the request is made within one (1) calendar day of the emergency, provided no premium time liability is incurred.

An Employee who is called home for a personal emergency may return to work the same day subject to the approval of his/her Immediate Supervisor.

ARTICLE 29. Holidays

Section 1. All regular employees will be eligible to receive holiday pay under the following regulations. Employees will be paid their classified rate based on an eight (8) hour day for said holidays, except as modified under Article 36.

Paid holidays are designated as:

- New Year's Eve Day
- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Friday before Labor Day
- Labor Day
- Thanksgiving Day
- Friday immediately following Thanksgiving Day
- Christmas Eve Day
- Christmas Day

Section 2. The Employee must work the preceding work day before a holiday and the succeeding work day after a holiday or be on approved leave, unless a

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waiver of this provision is obtained in advance. Such waiver shall be granted when deemed reasonable.

Employees on non-work related sick leave of absence shall be paid for holidays occurring the first two (2) months of such leave.

Employees on work related sick leave of absence shall be paid for holidays occurring in the first (1st) year of such leave.

Sick pay will not be paid in addition to any holiday pay received.

Section 3. New Employees shall not be entitled to holiday pay for any holiday occurring during their first sixty (60) calendar days of employment.

Section 4. In the event the holiday falls on Saturday or Friday, when applicable under Article 36, it shall be taken on the previous work day, and if it falls on a Sunday, it shall be taken on the following work day unless otherwise mutually agreed by the parties.

ARTICLE 30. GENERAL

Section 1. Employees shall normally receive their job work orders and any changes therein, from their own District Foreman only. However, when necessary, such orders may be changed, by the Superintendent of Maintenance or the Director of Maintenance. In no case will members of the Board of County Road Commissioners, of the County of Monroe, exercise any direct supervisory authority over Employees in the bargaining unit.

Section 2. The Employer will provide a bulletin board for official use of the Union. Such matters must be signed by an official of the Union who will be responsible for their

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content, and will be removed when they are obsolete. No political or controversial matter will be posted.

Section 3. The Employer will recognize a Union Bargaining Committee, of not to exceed five (5) employees, to be selected in any manner determined by the Union, one of whom may be designated as Chairman. Said Committee will act as the Negotiation Committee for future agreements with the Employer and will be paid for time lost in such negotiations which shall begin at a time mutually agreed upon by the Employer and the committee. In the interest of concluding contract negotiations in an informed and effective manner, a representative of the Utility Workers Union of America, AFL-CIO, and the Managing Director or his/her representative, will attend bargaining sessions as often as reasonably possible. Upon request of either party, a Road Commissioner will be invited to be present.

Section 4. Payday shall be on alternating Fridays, commencing with the pay check for the first payroll period beginning on or after the date of execution of this Agreement.

Section 5. In the event that an employee loses his/her commercial drivers license for any reason, he/she will be transferred to other work (not requiring a CDL) for a period of time not to exceed three (3) years.

During weather emergencies, anyone without a CDL may be subject to temporary lay-offs that will allow the Road Commission to hire temporary drivers for the duration of the emergency. At the conclusion of the weather emergency, the laid-off employees will be recalled.

It is understood by both the Road Commission and Local #543 that the above conditions shall apply only to two (2) persons at a time, and that if one or more additional persons should lose their CDL during the same time period, one or more of the affected individuals may be laid-off according to their seniority at any time.

It is further understood that when and if an employee is able to regain his/her CDL at any time within the aforementioned three year period, he/she shall be immediately recalled (provided he/she is not excluded due to a general lay-off) and restored to his/her former bid position.

Section 6. The Employer shall not be required to take any action, under this Agreement, which is in violation of Federal, State or Local Laws.

Section 7. In the event the Employee is laid off for other than reasons stated in Article 30, Section 5, the Employer will provide three (3) months insurance coverage. Also, if an Employee is laid off as a result of Article 30, Section 5, no seasonal employees will be laid off during April 1 through November 22 of any year.

Section 8. Employees absent for work due to illness, or otherwise, shall inform their immediate supervisor or receptionist of such absence, by telephone, prior to their starting time.

Section 9. When employment and seniority is interrupted by discharge, leave of absence, layoff (due to Article 30, Section 5), or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later, subject to the provision of this Agreement.

Section 10. In the event the Employee quits or goes on strike, all insurance coverage will cease immediately.

Section 11. Personnel Record Information - Personnel Record Information will be made available to all employees as provided in Public Act 397 of 1978.

Section 12. If any Employee is called in and cannot make it in to work because of weather and the Employer picks the Employee up, the Employer will provide transportation home upon completion of work.

Section 13. Every six (6) months, a new updated seniority list is to be posted. Items to be included are: name, address, hire date, phone number, pay rate and job classification.

ARTICLE 31. Supplemental Employment

Members of the bargaining unit may engage in supplemental employment if they so desire; provided however, that it is understood and agreed that the first obligation, of the members of the bargaining unit, is to the Monroe County Road Commission, and supplemental employment shall in no way conflict with regular assigned duties (including regular overtime and/or emergency call-out time).

ARTICLE 32. Change in Personal Status

Employees shall notify the Human Resource Department of any change of name, address, telephone number, marital status, or number of dependents, promptly within five (5) working days after such change has been made.

ARTICLE 33. Maintenance of Standards

The Employer agrees that all conditions of employment relating to hours, wages, and working conditions shall be maintained at the levels existing at the date of this Agreement, or as may be; thereafter, improved by written agreement between parties,

except to the extent modified by this Agreement. Wherever, in this Agreement, there is specific coverage of such conditions, the terms of this Agreement shall control.

ARTICLE 34. New Hires

Section 1. All full time employees represented by Local #543, excluding the mechanic positions, shall be paid at the following rates regardless of the work performed or their bid classification with no wage increase until parity in the fifth year (except as modified under Article 11, Section 4):

<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
\$11.50 hour	\$12.50 hour	\$13.50 hour	\$14.50 hour

At the beginning of the fifth year such employees shall be paid at normal classified rates. All hours worked on overtime shall be paid in accordance with Article 11 on the above rate.

Section 2. New hires will earn the following:

Vacation days: After the first sixty (60) calendar days of employment, one-half day per month for a total of five (5) days. After the first year of employment, new hires will receive one (1) vacation day per month.

Sick days: After the first sixty (60) calendar days of employment, one sick day per month for a total of ten (10) days. After the first year of employment, new hires will receive one (1) sick day per month.

Holidays: Will be entitled to holiday pay for any holiday occurring after their first sixty (60) calendar days of employment.

Health Care: Will be entitled to the Blue Cross/Blue Shield Community Blue-Option 1 program, with the exception of a \$5.00 generic/\$10.00 brand name prescription co-pay.

Personal Days: Three (3) personal days per calendar year will be granted with prior notification to the Supervisor. Hours will be deducted from employee's sick time. Employees without sufficient sick time will not be eligible for personal days.

All of the above options are available as a complete package to any full time employee hired after September 1, 1999, excluding the mechanic positions for thirty (30) days after the signing of this contract. Any employee hired after September 1, 1999, and before April 1, 2000 who does not take this package will continue with their existing benefits and the \$8.50, \$9.00 and \$9.50 new hire tier pay scale.

ARTICLE 35. Duration and Termination

Section 1. This Agreement shall be in full force and effect upon receipt of the Employer, from the Union, of written notice, that this Agreement has been ratified, by the Union and approved by the Board of County Road Commissioners, to and including April 1, 2000, and shall continue in full force and effect from year to year thereafter unless written notice of termination of the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2. Should either party to this Agreement serve notice upon the other under Section 1 above, negotiations shall commence no later than sixty (60) days prior to the expiration date.

Section 3. This Contract shall not be subject to reopening, during its term, except by mutual agreement of the parties.

Section 4. This section only pertains to the one (1) year extension beginning April 1, 2003 and ending March 31, 2004. This one (1) year extension will take place unless both parties request **in writing** that this extension be canceled six (6) months prior to March 31, 2003.

ARTICLE 36. Seasonal Four Day Work Week

Section 1. A seasonal four (4) day work week shall be instituted during the summer months for a minimum period of six (6) weeks. During this period, regular hours shall be from 6:30 A.M. to 5:00 P.M., Monday through Thursday. The four (4) day work week period will generally extend from mid May to mid October; however, the start up date and ending date may vary from year to year, the only requirement being that management give two (2) weeks notice prior to start up and two (2) weeks notice prior to ending the period. The above schedule shall apply to all members of Local #543 as well as all seasonal and probationary employees assigned to assist the bargaining unit except that the Rest Area Attendant shall remain on seven (7) day operation, as current.

Section 2. For the duration of the four (4) day work week, any hours worked in excess of ten (10) hours on Monday through Thursday shall be paid at time and one-half. All hours worked on Friday, Saturday, and Sunday, shall be paid at time and one-half. All Holidays occurring during the period will be paid a full ten (10) hours. During this period, anyone required to work a Holiday shall be paid ten (10) hours for Holiday and time and one-half for the hours worked, four (4) hours being minimum pay for a call-in. Vacation and sick leave taken during this period may be taken in increments of eight (8) hours per day, or if the Employee desires, in increments of ten (10) hours per day with the balance of hours to be deducted from his/her accumulated vacation or sick time. During the four (4) day work week period, sick leave for performance of dental

work shall be limited to five (5) hours, with pay, except that one day, ten (10) hours will be allowed for dental surgery. All leaves for dental work shall be deducted from accumulated sick time.

Section 3. The sign shop may work two shifts during the four (4) ten hour days. Shift 1 working Monday through Thursday (6:30 A.M. to 5:00 P.M.); Shift 2 working Tuesday through Friday (6:30 A.M. to 5:00 P.M.) as their regular shift.

Shift 2 will consist of one (1) foreman/crew leader, one (1) truck driver, one (1) laborer and/or seasonal employee.

If the crew working on Friday receives an emergency call and needs bid equipment, the foreman/crew leader shall notify the foreman on call.

JOB CLASSIFICATIONS

EFFECTIVE: April 1, 2000

A) CREW LEADERS

Includes: All Permanent Assigned Crew Leaders

Chief Mechanic(s)
Drainage Coordinators
Night Crew Leaders
Weighmaster

B) SIGN SHOP

Includes: All Sign Shop Employees (except Crew
Leader)

C) TILE CREW

Includes: All Tile Crew Employees (except Crew Leader)

D) MECHANICS

Includes: All Mechanic Garage Employees
(except Chief Mechanic)

E) HEAVY EQUIPMENT

Includes: Graders
Gradalls
Spare Backhoes
Heavy Rollers
Vactors
On Road Loaders
All Heavy Maintenance/Construction Equipment

F) TANDEM TRUCKS

Includes: Tri-Axle Trucks
Tar Distributor
Water Wagon

G) SINGLE AXLE TRUCKS

H) YARD PERSON

I) LABORERS

JOB CATEGORIES AND WAGE RATES

	04/01/99 <u>3%</u>	04/01/00 <u>3%</u>	04/01/01 <u>3%</u>	04/01/02 <u>3%</u>	04/01/03 <u>3%</u>
<u>CATEGORY 1 –</u>					
Pay Rate	17.11	17.62	18.15	18.70	19.26
Drainage Coordinator		36,649.60			
Chief Mechanic					
Crew Leaders/Night					
<u>CATEGORY 2 –</u>					
Pay Rate	----	17.59	18.12	18.66	19.22
Night Mechanic					
Night Patrol					
<u>CATEGORY 3 –</u>					
Pay Rate	16.44	16.93	17.44	17.96	18.50
Paving & Sealing Foreman		35,214.40			
Mechanics					
Grader Operator					
Gradall Operator					
Sewer Jet Operator					
Backhoe on Tile Crew					
Excavator					
Weighmaster					
Welder Mechanics Helper					
<u>CATEGORY 4 –</u>					
Pay Rate	16.30	16.79	17.29	17.81	18.34
Distributor Operator					
Crane Operator					

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CATEGORY 5-

Pay Rate	16.20	16.69	17.19	17.71	18.24
Mechanics Helper					
Belt Force Feed Loader					
Heavy Duty Roller Operator					
Road Packer Operator					
Air Compressor					
Heavy Tractor					
Seaman Tiller					
Backhoe Operator					
Bull Dozer					
Flaherty Spreader					
Asphalt Spreader-Paver					
Tri-Axle Truck Driver					

CATEGORY 6-

Pay Rate	16.09	16.57 34,465.60	17.07	17.58	18.11
Chloride Distributor Operator					
Pavement Marker Operator					
Tandem Truck w/Scraper, Blade or Plow					

CATEGORY 7-

Pay Rate	15.94	16.42 34,153.60	16.91	17.42	17.94
Sign Fabricator					
Tandem Truck Driver w/o scraper, Blade or plow					
Mower Operator					
Sweeper Operator					
Front End Loader					
Truck w/Underbody scraper					
Single Axles					
Truck w/Snow Blade					
Tar Sprayer					
Boom Truck – Sign Shop					
Yard Person					

CATEGORY 8-

Pay Rate	15.79	16.26	16.75	17.25	17.77
Power Knife Sharpener		33,820.80			
Shoulder Spreader Operator					
Truck Driver					
Wrecker Operator					
Front End Loader of Crane					
Small Patch Roller					
Shoulder Roller					
Flagman					
Bridge Crew					
Tile Crew					
Chip Spreader					

CATEGORY 9-

Pay Rate	15.59	16.06	16.54	17.04	17.55
Common Laborer		33,404.80			
Rest Area Attendant					
Pickup Truck Operator					

CATEGORY 10-

Pay Rate
Seasonals*

*NOTE: This pay rate will be determined by the Employer, but shall not exceed \$11.50 per hour.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed to be signed by their duly authorized representatives this 27th day of March, 2000.

LOCAL #543 OF THE UTILITIES
WORKERS UNION OF AMERICA,
AFL-CIO
BY:

James E. Morgan
James E. Morgan, President

Edward J. Nyitray
Edward J. Nyitray, Vice President

Todd B. Allen
Todd B. Allen, Recording Secretary

Clifford F. Venier
Clifford F. Venier, Treasurer

Michael J. Miller
Michael J. Miller, Chief Steward

George G. Manoogian
George G. Manoogian,
National Representative

BOARD OF COUNTY ROAD
COMMISSIONERS, COUNTY
OF MONROE, MICHIGAN
BY:

Anthony M. Majauskas
Anthony M. Majauskas

Richard W. Turner
Richard W. Turner

Robert Duffey
Robert Duffey

Ralph A. Lange
Ralph A. Lange, Managing Director

Approved to form:

Dennis B. DuBay
Dennis B. DuBay, Labor Counsel

Dated: 3-27-00

**LETTER OF UNDERSTANDING
EARLY RETIREMENT**

Increase Retirement during 30-day window period.

Currently 2.00 factor with best 5 consecutive calendar years out of 10 years for final average wage (as per pension ordinance of Monroe County Employment Retirement System, Article VIII, subsection (f)).

Increase to 2.25% for 30 days only with best 36 consecutive months out of 120 months for final average wage with the final average compensation cap of 75% removed for the 30-day window period only.

Hospitalization per Article XXXVII, pp. 61-62, with the following change: Retirees will be eligible for medical benefits at age 54. Benefits will not be reduced over the life of the contract.

Must be age 54 by August 1, 1993.

C.O.L.A. for Retirees beginning and paid starting January 1, 1994 (based on Consumer Price Index of the previous year.)

\$3,000 signing bonus per employee payable within one month after retirement. This bonus will not be paid to any employee re-entering Local 543 for purposes of retirement from another bargaining unit.

Dental & Eye Care: Road Commission will pay up to \$300 per year with any additional to be paid by retiree in lieu of Local 543 dropping their demand on including hospitalization and C.O.L.A. as part of the pension plan.

Local #543 of the Utility Workers
Union of America, AFL-CIO

Robert J. Miller
Samuel A. Farkas
Daniel J. L. Dumble
Michael J. Blye
Clifford F. Viner

Board of County Road Commissioners,
County of Monroe, Michigan

Lloyd Manor
Richard W. Turner
Herbert W. Stutz

Dated: March 13, 1993

John
R.O.Z.