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AGREEMENT BETWEEN

**CHIPPEWA COUNTY ROAD
COMMISSION**

-AND-

**THE UNITED STEELWORKERS
OF AMERICA
AFL-CIO**

13685

Chippewa County Road Commission

FEBRUARY 1, 1994 - JANUARY 31, 1996

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AGREEMENT

THIS AGREEMENT, made and entered into this first day of February, 1994, by and between the CHIPPEWA COUNTY ROAD COMMISSION, hereinafter referred to as the "EMPLOYER" and the UNITED STEEL WORKERS OF AMERICA AFL-CIO, hereinafter referred to as the "UNION".

ARTICLE I - Non-Discrimination

This agreement shall be applied uniformly to all eligible members of the bargaining unit and there will be no discrimination with respect to condition of employment.

ARTICLE II - Recognition

Employees Covered:

Pursuant to and in accordance with all applicable provisions of Act #379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representatives for the purpose of collective bargaining for the term of this Agreement of all full-time employees of the Employer including the bargaining unit described below:

All full-time, hourly-rated employees employed by the Employer as classified in Schedule "A".

Excluding: All elected or appointed officials, supervisory employees, all office-clerical employees, superintendent, engineer, all other employees employed by the Road Commission.

Temporary employees hired by and for the Townships will be excluded from coverage under this Agreement.

ARTICLE III - Captions

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

ARTICLE IV - Gender

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

ARTICLE V - Management Rights

Section 1. The Union and bargaining unit recognize and agree 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 and usurp such rights or duties of the Employer.

It is agreed that other rights and responsibilities of the Employer including those delegated to the person or persons so delegated by the Employer are hereby recognized.

Section 2. The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, lay off, and recall personnel; to establish penalties for violations of such rules; to make judgements as to ability and skills; to provide and assign relief personnel.

Section 3: The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE VI - 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 the Agreement are essential to the public health, safety and welfare.

c) Under no circumstances will the Union 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 Employer, or any picketing or patrolling during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the Employer shall not be required to negotiate on the merits of the dispute that gave rise to the stoppage or curtailment until same has ceased.

ARTICLE VII - 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 any and all claims, demands, suits, expenses, or other forms of liability whatsoever kind or nature that shall arise out of action taken by the Employer for purpose of complying with the provisions of this Agreement.

ARTICLE VIII - Change In Personal Status

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

ARTICLE IX - Union Security

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 Schedule "A".

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 such matters.

(a) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received 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 of 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 own way and assume this 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 Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by the 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. For present regular employees, such payments shall commence sixty (60) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start ninety (90) days following the date of employment.

(c) If any provision of this Article is invalid under Federal Law or the law of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal or State law or shall be re-negotiated for the purpose of adequate replacement.

Section 3. The Employer agrees to deduct from the wages of each employee in accordance with the express terms of a signed voluntary authorization to do so, the membership dues of the Union, which includes monthly dues, initiation fees, and lawful assessments in amounts designated by the International Treasurer of the Union.

Said deductions shall be taken from the first pay of each month and promptly remitted by check to the Treasurer of the International Union at 5 Gateway Center, Pittsburgh, PA 15222, or such address as required.

Each remittance shall be accompanied by a list of names setting forth the amounts of dues, initiation fees, etc. deducted and a copy of said list shall be sent to the Financial Secretary of the Local Union.

If proper deduction is impossible in the pay period because of no earnings therein, a supplemental deduction shall be made on the next deduction date.

ARTICLE X - Work Day and Work Week

The work day for regular full-time employees shall be eight (8) hours per day. The work week for regular full-time employees shall consist of five (5) work days. Monday through Friday shall be forty (40) hours duration. This section shall not be construed as and is not a guarantee of any number of hours of work per day or per week, or pay per day, or pay per week. The lunch period shall be one-half (1/2) hour, from 12:00 noon to 12:30 P.M. Men working in the field shall be required to carry their lunch and take their

lunch period wherever it occurs at the stipulated time. If conditions are such that the Employer knows, in advance, that a reduction in the normal work week will be necessary it shall give the Union ten (10) working days advance notice of the reduction in the work week. If the Employer has less than ten (10) days notice it will give notice as soon as it learns of the necessity of the reduced work week.

Because of the nature of the operation, the employees will be required to comply with requests to work reasonable amounts of overtime when such is necessary in accordance with past practices on overtime callouts. Available overtime shall be divided as equally as possible among the employees regularly classified and qualified for such work who are available therefore when needed.

An overtime list will be kept up-to-date showing hours worked and hours refused or not available. Individuals on vacation or sick leave may be considered not available for overtime hours worked during their absence in their position or classification. The employee in the classification required with the fewest overtime hours will be the first called. When there is no one else available in the classification, the qualified Equipment Operator 3, 4 or 5 with the lowest overtime hours will then be called. If no one is available the qualified employee in the garage with the lowest overtime hours will then be called. The overtime list will begin with the change to winter rates and will run therefrom. Also, pay of the differences in classification will commence at the same time. At the end of the contract year the employee will be equalized by payment of any hours he is short of overtime worked in excess of forty (40) hours.

Time and one-half shall be paid for all hours worked in excess of eight (8) in any one day* or forty (40) hours in any one week. All holidays, vacation, and sick leave time shall be counted as hours worked.

There shall be no pyramiding of overtime.

*See Article XXI, Sec.2, (f)

ARTICLE XI - Emergency Call-Outs

Any employee called in on emergency work outside the normal work day will receive a minimum of four (4) hours pay at time and one-half (1-1/2) his regular hourly rate for such work performed.

ARTICLE XII - Grievance Procedure

Section 1. For the purpose of effectively representing the employees coming within the jurisdiction of this agreement, the

Union shall select a Steward in each unit and a grievance committee which shall represent the employees in processing complaints and grievances hereunder. The grievance committee shall consist of three (3) members. Representatives of the International Union shall be permitted to participate in the grievance procedure at any step.

Section 2. The Union shall designate to the Employer, in writing, the Steward, and the grievance committee, and the Employer shall not be required to recognize or deal with any employee other than those so designated.

Section 3. Steward's Rights. The Steward shall first receive permission from his immediate supervisor, which shall not be arbitrarily withheld, to leave his work station and shall report back promptly when his part in the grievance adjustment has been completed.

Section 4. All grievances of local disputes shall be resolved exclusively under this procedure and there shall be no strikes, slow-downs, or impending of the work by the Union and no lockout by the Employer.

Section 5. Grievances shall first be submitted to the Foreman of the unit involved. If no settlement is reached there, the grievance shall then be submitted to the Superintendent. If not settled at this step, the grievance shall be submitted to the Road Commission, who shall meet with the grievance committee not later than the next regular Commission meeting.

ARBITRATION

Section 6. Either party may request arbitration of unsettled grievance. The party desiring arbitration must notify the other party in writing on such desire within thirty (30) calendar days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, that matter shall be considered as settled on the basis of the written disposition made in the last step of this grievance procedure.

After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within thirty (30) calendar days or within a longer period if mutually agreed upon, either party may submit the matter to the Michigan Employment Relations Commission, requesting that an arbitrator be selected with assistance and under the rules of the Michigan Employment Relations Commission.

Section 7. The parties understand and agree that in making this agreement, they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitral forum here established intended to resolve disputes between the parties only over the interpretations or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Section 8. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement, not to rule on any matter except while this Agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage scales or rates or to change any rate unless it is provided for in this Agreement.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Section 9. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award, under no circumstances shall be based on other extra contract matters not specifically incorporated in this Agreement.

Section 10. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Section 11. Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted in writing.

Section 12. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, the Employer and or all employees.

ARTICLE XIII - Access To The Operational Premises

Representatives of the Union may enter the operational premises for any proper Union business; provided they have secured prior permission of the Employer or his designee. The Employer may grant permission to the Union representative to visit the employees for the above limited purpose at a mutually agreeable time and place.

ARTICLE XIV - Probationary Employees

(a) All full-time employees shall serve a probationary period of ninety (90) days, uninterrupted by any type of service break, during which time they will be termed "probationary employees".

(b) Probationary employees' service with the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

(c) During the probationary procedure, an employee shall not be eligible for employee benefits unless expressly provided otherwise in this agreement. After an employee has successfully completed his probationary period of employment, he shall become a regular full-time employee and his seniority shall start as hereinafter provided.

ARTICLE XV - Seniority

Section 1. The parties agree that Seniority shall be strictly observed in all matters relating to rights of employees but that seniority shall never be interpreted to require or permit the Employer to retain in his employ, persons who are unable to do the work available in preference to persons who are able to do work available.

Section 2. A regular full-time employee's Seniority shall date from his most recent starting date of employment.

Section 3. An employee's seniority shall entitle him only to such rights as are expressly provided for in this agreement.

Section 4. When employees are hired on the same starting date, an employee with the earliest birthdate shall have seniority over an employee with a later birth date. (Effective February 1, 1979)

Section 5. When a bargaining unit employee transfers to a salaried or supervisory position, he has one (1) year to return to his original position, however, he shall pay all back union dues as if he had stayed in the bargaining unit. After that date he may return to the bargaining unit at the bottom, but retain his past seniority plus one (1) year for future posting purposes.

ARTICLE XVI - Seniority List Posting

The Employer agrees to post and update each six (6) months, a seniority list by seniority. An employee's standing on the published list will be final unless protested in writing within fifteen (15) days, to the Employer's personnel office after the list has been posted on the Employer's bulletin board.

ARTICLE XVII - Loss Of Seniority

An employee's seniority and employment may be terminated if:

1. The employee quits.
2. The employee is discharged.
3. The employee fails to return to work within five (5) working days after receipt of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address.
4. A settlement with the employee has been made for total disability.
5. The employee is laid off, or has not, for any reason worked for the Employer for a continuous period exceeding the length of his employment, or twenty-four (24) calendar months, whichever occurs sooner.
6. The employee is retired.

ARTICLE XVIII - Discipline and Discharge

Section 1. The right to discharge, suspend or discipline employees shall remain at the sole discretion of the Employer. Discharge, suspension or discipline must be by proper written notice to the employee and the Union.

Section 2. The discharged or suspended or disciplined employee will be allowed to discuss his discharge, suspension, or discipline with his grievance committee member; and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or its designated representative, will discuss the discharge, suspension or discipline with the grievance committee member.

Section 3. Should the discharged, suspended or disciplined employee and the Union consider the discharge, suspension or discipline to be improper, a grievance may be presented in writing through the Union to the Employer.

ARTICLE XIX - Separation - Voluntary Termination

Employees shall have the responsibility of turning in all County Equipment and property at termination of employment. The employee shall be charged for all items not returned.

ARTICLE XX - Lay Off and Recall

Employees shall have seniority in their respective units such as the Sault, Pickford, etc., for the purpose of lay off and recall to work and for such other purposes as hereinafter outlined. Provided, however, in order to be retained or recalled, the employee must have the required ability to perform the work available.

Anytime after an employee has been laid off he shall have the option to displace any other employee with less years of service, provided he is able to perform the work. If his original job becomes available he shall have the right to it, provided his seniority permits.

An employee who exercises his rights under this provision, shall have his seniority continue at his own garage. He shall not accumulate any seniority at the garage of the employee he displaced. The option to displace shall be in writing to the Superintendent. A copy will be sent to the Union. The Superintendent will have one (1) week to act upon the employee's request to displace. In exercising his rights under this provision, the employee must displace the youngest man, in County seniority, and will get the rate of pay of the job he is displacing. If more than one request is received, then the most senior man will displace the most junior man and etc.

If the Employer implements a reduced work week employees may exercise their seniority in accord with the above procedure.

ARTICLE XXI - Transfers

Section 1. Permanent Job Transfers. The Employer may, with the consent of the Union, permanently transfer an employee from one district to another.

Section 2. Unusual Projects. For the more efficient conduct of projects located at a distance from the base of operations, the following procedure will prevail:

- (a) If men are transported in County equipment, they will be paid wages while traveling.
- (b) If employees furnish their own transportation, they will receive twenty-eight (\$0.28) cents per mile for the use of their own transportation.
- (c) If employees stay on the job location they will be entitled to have room and board paid by the Employer.
- (d) Employees who elect to not stay on the job will either be transported by County equipment or furnish their own transportation.
- (e) The Road Commission will decide on which projects the above setup will be used.
- (f) When it is mutually agreed upon by the employer and Local 13685 for certain projects the work week may be changed to ten (10) hours per day, four (4) days per week. Overtime will be allowed for hours over ten (10) per day.

Section 3. Humanitarian Transfer. Upon mutual agreement of the Employer and the Union, an employee may be re-assigned, or re-classified disregarding seniority, due to an employee's disability or condition of health.

ARTICLE XXII - Extra Contract Agreements

The Employer agrees not to enter into any agreements with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with said employees individually or collectively, which in any way affects wages, hours or working conditions of said employees or any individual employee, or which in any way may be considered a proper subject for collective bargaining.

ARTICLE XXIII - Illegal Deduction From An Employee's Pay

It shall be considered a violation of this Agreement for the Employer to deduct any money from the employee's pay except deductions required by Federal or State laws, unless mutually agreed upon between the parties.

ARTICLE XXIV - Timesheets

(a) If a change, alteration or notation should be made on the timesheet, employees shall check with their supervisor or department head. An employee shall be subject to immediate discharge if he alters or makes out another employee's timesheet.

(b) When an employee must leave the job for personal reasons, he shall notify his supervisor.

ARTICLE XXV - Work Rules

The Employer reserves the right to publish and enforce from time to time, new work rules, policies, and regulations not in conflict with this Agreement. When the Employer disciplines an employee for breach of a work rule the Union reserves the right to grieve the reasonableness of the discipline.

ARTICLE XXVI - Safety Regulations

Section 1. The parties agree to establish a joint safety committee consisting of three (3) appointees each from the Employer and the Union. By virtue of his position the Chief Mechanic shall automatically become a member of this committee, in addition to the three (3) appointees from the employees. This committee shall elect officers from among its members, with the Chairman being a member of the Union, and shall establish rules and regulations governing the operation of the committee. The committee shall meet at least quarterly to deal with safety matters. More frequent meetings may be called by the Chairman should the need arise. Both the Employer and the Union agree to cooperate with the committee in furthering safety in all aspects of the work.

When an unsafe condition exists, the condition shall be reported to the Foreman and the employee shall be assigned other work until the unsafe condition is corrected.

ARTICLE XXVII - Military Service

Any employee on the seniority list inducted into Military Naval, Marine or Air service under the provisions of any Federal Selective Service Training Statute and amendments thereto or any similar act in time of National Emergency, respectively, shall, upon termination of such service, be re-employed in line with his seniority at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available and further provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

ARTICLE XXVIII - Separability And Savings Clause

If any Article or section of this Contract, or of any rider thereto, shall 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 should be restrained by such tribunal pending final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such Article or section to persons, circumstances other than those as to which it has been held 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 parties affected thereby, shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provision in this Contract to the contrary.

ARTICLE XXIX - Pension Fund and Health and Life Insurance

Section 1. The Employer agrees to provide and continue Blue Cross-Blue Shield-PPO (or equivalent) hospital, medical and surgical insurance with a three dollar (\$3.00) deductible prescription drug plan and the FAE-RC and ML Rider eliminating the five dollar (\$5.00) deductible on diagnostic x-ray and laboratory services for the employee and his dependents. The Employer agrees

to assume one-half (1/2) the cost of the Blue Cross-Blue Shield for retired employees and their dependents. Beginning February 1, 1980, in addition to the present coverage, the plan shall include a Master Medical 80/20 - \$100/\$200 option. Beginning February 1, 1982, a 80-Vision Care Program will become effective with the Employer paying 100% of the cost. Dental Plan III will be provided when effective in 1984. Employer shall pay 100% of the premium cost.

The employee shall assume the cost of providing coverage for any Sponsored Dependent or Family Continuation, if any, and authorize deduction of any additional amounts necessary to cover the above costs, if any.

The Employer agrees to pay the full cost of hospitalization for retirees, and their dependents, who retire after February 1, 1985, until employee death, however, the Vision and Dental Plans for these retirees will no longer be paid for by the Employer. After the time of retiree's death, the dependent shall pay 100% of the cost if they elect to stay in the group.

Section 2. The Employer shall provide a group retirement program under the Michigan Municipal Employees' Retirement System which is the B-2 Plan with Benefit Program F55/25 rider.

The Commission and the employee shall participate in the Michigan Municipal Employees' Retirement System Program. The Commission shall contribute the amount determined by the actuarial valuation set by the Board of the Retirement System.

Employees covered under this Agreement shall retire not later than their 70th birthday.

Section 3. Life Insurance in the amount of \$15,000.00 including Accidental Death and Dismemberment (Double Indemnity) will be provided each active employee. Upon the effective date of an employee's retirement, the face value of the Life Insurance will be reduced by \$13,000.00 to provide for a \$2,000.00 face value policy to include Accidental Death and Dismemberment. The Employer will assume the entire cost of this item.

ARTICLE XXX - Paid Holidays

The following shall be considered as paid holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Veteran's Day, Christmas Day, Good Friday and one (1) additional day to be agreed upon between the Employer and the employees. In addition, one (1) personal day will be granted to each employee which all employees will not be permitted to take at the same time.

The rate of pay for these holidays shall be the employee's rate of pay for a normal work day.

Time and one-half (1 1/2) shall be paid for all hours worked on any listed holiday in addition to the holiday pay.

If a holiday falls during an employee's vacation, he shall be entitled to an extra day's vacation on that account.

When a holiday listed above falls on a Sunday, it shall be observed and celebrated on the following Monday.

When one of the listed holidays falls on a Saturday, it shall be observed and celebrated on the preceding Friday.

ARTICLE XXXI - Jury Duty

An employee who is called for jury duty shall be paid the difference between his jury pay and his regular rate of pay.

ARTICLE XXXII - Sick and Bereavement Leave

Section 1. For employees hired prior to February 1, 1993, sick leave will be allowed at the rate of one (1) day per month, cumulative to a maximum of one hundred sixty eight (168) days. The employee shall be paid at this regular rate of pay for all unused sick leave to his credit to a maximum of one hundred thirty two (132) days accumulation at the time of his termination except termination for cause, or to his beneficiary at the time of his death.

Employees will be paid for sick leave on the basis of their regular rate of pay commencing with the first day of absence due to illness or injury.

Sick leave is intended to protect employees against loss of earnings when off work due to illness or injury. Any employee found using sick leave for any other absence will be subject to loss of sick pay for such absence. Employees developing patterns of time off which are questionable shall be subject to loss of sick leave pay and/or other discipline.

When sick leave outlined above is exhausted in cases of prolonged illness and all accumulated vacation has been used, the employee will be permitted to draw advanced sick leave on the basis of one (1) day for each year of service.

Section 2. The Employer will supplement Workmen's Compensation Insurance Benefits with accumulated sick leave to provide 80% of the employee's regular gross earnings.

Section 3. Employees hired after February 1, 1993, the provisions of this Section 3 shall control their sick leave benefits. Each regular employee shall earn sick leave with pay at the rate of eight (8) hours for each month of employment in which the employee works at least twelve (12) days and has qualified as a regular employee to a maximum of four hundred eighty (480) hours.

In the event of sickness disability resulting from injuries or accidents which are compensable under the Michigan Worker's Disability Act, the employee will be entitled to use accumulated sick leave, in the amount necessary, to make up the difference between his regular weekly earnings and compensation he receives under the Worker's Disability Act. In the event an employee exhausts his accumulated sick leave he will then be entitled to only those benefits provided for under the Worker's Disability Compensation Act.

At least fifteen (15) minutes before the commencement of his regular work shift, an employee who intends to claim sick leave shall notify his supervisor. A doctor's certificate shall be necessary to claim sick leave in excess of three (3) days.

Any individual employee who willfully violates or otherwise misuses this policy affecting sick leave or who misrepresents any statement or condition as required hereunder will forfeit all accumulations above mentioned and any further rights under this sick leave policy for one (1) year. Employees who are observed frequenting taverns, or on hunting and fishing expeditions, in courts, etc., while drawing sick leave benefits, or any other such activity not normally pursued by persons who are truly sick will be considered as abuse or misuse of sick leave privileges, unless written doctor's authorization is present.

The Employer may review an employees sick leave and absence record periodically and in the event an employee uses more than his monthly sick leave benefits, he may be subject to counseling and/or discipline if a pattern of sick leave abuse is shown or the employee fails to provide a reasonable explanation for his/her attendance record.

Sick leave may be utilized by an employee in the event of his illness or injury or for illness or injury in his immediate family which may require the employee to accompany the injured or sick immediate family member to the doctor. Proof of family illness may be required. Sick leave may be utilized by an employee for doctor or dental appointments when it is not possible to arrange such appointments for non-duty hours. The employee shall notify the Employer in writing on the employee's sick leave slip the name of

the doctor or dentist and the time and location of each doctor or dental appointment.

Sick leave pay shall commence on the first day of absence for both work related and non-work related sickness or injury.

Reasonable requests for sick leave allowance will be approved by the Employer.

If an employee should die, his accumulated sick leave shall be paid to his widow, but if he leaves no widow, then it shall be paid to his estate. Upon voluntary termination with twenty (20) years service and with proper two (2) weeks notice, the employees who were hired after February 1, 1993, shall be eligible to receive pay for fifty percent (50%) of their accumulated sick leave to a maximum of two hundred forty (240) hours at the prevailing rate of pay.

Upon retirement, employees hired after February 1, 1993, shall be paid for fifty percent (50%) of their accumulated unused sick leave up to a maximum of two hundred forty (240) hours at the prevailing rate of pay.

Upon having accrued four hundred eighty (480) hours of sick leave, the employee shall receive premium pay at the rate of two (2) hours per month for each month in which no sick leave is used, payable with the first payroll of the following year.

Section 4. When a death occurs in an employee's immediate family, he shall be granted three (3) days off with pay, one of which shall be the day of the funeral. For the purpose of this clause, the employee's immediate family shall be deemed to include Father, Mother, Sister, Brother, Wife, Children, Mother-in-law, Father-in-law, Grandparent, Grandchildren and other relatives if living in the household as members of the regular family unit. In the case of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, or grandparent-in-law, he shall be entitled to the day of the funeral off with pay.

Section 5. Effective July 1, 1986, a sick leave buyout plan will be available on a voluntary first come, first served basis. The maximum individual number of hours that may be cashed-in in any one year is two hundred eighty (280) and the maximum aggregate amount available in each year for all participants is \$20,000.00. Any hours cashed in will be deducted from the employee's current and maximum accumulation of one hundred sixty-eight (168) days and the maximum payoff of one hundred thirty-two (132) days as outlined in Section 1 of this Article. The Employer reserves the right to modify or cancel this provision at any time. Also, any sick leave donated in 1987 will be deducted from the employee's current accumulation and maximum payoff of one hundred thirty-two days as outlined in Section 1 of this Article.

ARTICLE XXXIII - Vacations

Section 1. Regular employees shall be entitled to one (1) week vacation after the first anniversary of employment. During the remainder of that calendar year, the employee shall take his one (1) week vacation.

- (a) During the calendar year in which an employee completes his third (3rd) year of employment, he shall be entitled to two (2) weeks of vacation.
- (b) During the calendar year in which an employee completes his eighth (8th) year of employment, he shall be entitled to three (3) weeks vacation.
- (c) During the calendar year in which an employee completes his fourteenth (14th) year of employment, he shall be entitled to four (4) weeks of vacation.
- (d) During the calendar year in which an employee completes his twentieth (20th) year of employment, he shall be entitled to five (5) weeks of vacation.

Any vacation time accumulated to the credit of an employee prior to February 1, 1981, will remain to the credit of the employee and will be used by the employee at his discretion.

Beginning February 1, 1985, an employee may carry over up to one (1) week of vacation, which must be used by the end of the next calendar year at the rate of pay at which it was earned. Vacation may be carried over for two consecutive years and must be used prior to retirement.

An employee can draw his/her vacation while he/she is on lay off and have it credited as qualifying weeks for unemployment benefits, on a one-time basis.

Vacation pay in all cases shall be computed at the employee's regular rate of pay based on a forty (40) hour week.

The Employer will post a notification on the bulletin board the forepart of September of each year, indicating the number of days/weeks an employee must take before the end of the year to meet requirements.

Section 2. Up to one-half (1/2) of the vacation pay will be advanced to any employee at the beginning of his vacation provided the employee has requested same at least ten (10) days in advance.

Vacations shall be granted as requested by employees insofar as feasible. However, reasonable notice shall be given so that substitution can be arranged for.

ARTICLE XXXIV - DRIVERS LICENSE POLICY

It is understood and agreed that all bargaining unit employees must obtain and continuously maintain a valid Michigan Commercial Drivers License. In addition, certain employee who operate equipment which require additional designations or endorsements must also obtain and continuously maintain said endorsements or designations. Employees shall have the total responsibility for obtaining and maintaining a valid Michigan drivers license at a level and of a nature and with all the endorsements necessary to perform all aspects of their job. This responsibility includes compliance with all requirements of state and federal laws including but not limited to Act 339 of the Public Acts of 1990. The Employer shall pay the difference in cost between the regular drivers license required of all persons who operate a vehicle on the streets and highways of the State and the cost of the CDL license. In addition, the Employer shall pay the cost of the biennial physical examination required by State law. The Employer shall not pay the cost of drivers license testing necessitated by driver misconduct, such as tickets or allowing a license to expire. Any employee who has his/her drivers license suspended or revoked or is unable to obtain a license of the type required by the Employer shall be subject to discharge

ARTICLE XXXV - DRUG AND ALCOHOL POLICY

Section 1. Drinking, possessing, ingesting, reporting for work while under any influence of alcohol, drugs or other controlled substances is strictly prohibited on the Employer's time, premises or equipment. Employers time shall include lunch and/or break times.

Section 2. If an employee is using drugs or controlled substances, the use of which is legal and dispensed to said employee via a valid medical prescription in the employee's name; then at the beginning of the work day on the first work day the employee is taking the prescribed drug the employee must notify his/her supervisor with correspondence from the prescribing doctor or pharmacist which shall list any and all known side effects which might be caused by the drug.

Section 3. If supervision has reasonable cause to believe, based upon observation or information, that an employee while present of the Employer property and/or while working for the

Employer is influenced by the use of illegal/controlled drugs or alcohol the following will be followed:

- A. The employee under suspicion will be given an immediate hearing with the following person present:
- (i) Employee
 - (ii) The Employee may request his/her Union representative if reasonably available.
 - (iii) Employees Supervisor.
 - (iv) Other management representatives deemed necessary.
- B. If, after the above hearing, management has reason to believe the employee may be under the influence of drugs or alcohol they may request the employee to undergo drug and/or alcohol testing in accordance with the procedures contained herein. Should the employee refuse to undergo testing said employee will be presumed to have violated this policy and thus subject to discipline up to and including discharge. Should the employee agree to testing he/she must agree to release the test results to the Employer. The Employer shall arrange for the testing and shall transport the employee to the test. The employee shall be suspended with pay during the testing procedures and while waiting for the test result. If the test result is a positive result indicating drugs or alcohol the Employer shall deduct the time paid while on suspension from the employees final pay check.

Section 4. Violation of this Policy. Violation of any of the provisions of this policy shall subject said violating employee to immediate discipline up to and including discharge.

Section 5. Testing Procedures and Protocols. All drug and alcohol testing shall be conducted by a laboratory or testing facility which has been approved by the Department of Public Health of Michigan and shall be paid for by the Employer.

Section 6. Preliminary urine testing may be done by Immunoassay procedures, but samples testing positive from such preliminary screening tests shall be subjected to an additional confirmatory gas chromatography/mass spectrometry (GC/MS) test. No urine test shall be reported positive until confirmation by such GC/MS testing. In addition, the laboratory shall retain a portion of the initial sample to be made available on request to the employee for independent confirmatory tests at the employee's expense at a laboratory of the employee's choice.

The confirmatory positive test result "cut-off" level shall be as set out in the following table:

GC/MS Confirmation Test

Marijuana Metabolite	15 ng/ml
Cocaine Metabolite	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines:	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

Only specimens confirmed as positive by the GC/MS test procedure shall be reported as positive for controlled substances by the testing laboratory.

Tests for alcohol levels shall be considered to verify intoxication or impairment when the blood/alcohol level is .04 percent.

ARTICLE XXXVI - General Provisions

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

(b) Under no circumstances will an employee be required or assigned to engage in any activity in violation of any applicable statute, or court order, or government regulation relating to safety to persons or equipment.

(c) Benefits for otherwise eligible new employees will become effective when he attains seniority.

(d) When employment and seniority is interrupted by discharge, quit, strike, 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. When an employee is laid off, the Employer will pay all insurance premiums for the month in which the lay off occurs and the following three months.

(e) As a condition of continued receipt of benefits, the Employer, at its expense, may require the employee to submit to a physical examination in order to verify the employee's ability to return to full-time work.

(f) Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, the Employer and the Union will meet for the purpose of resolving this type of insurance.

(g) It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted and in the event the policy provides for survivor benefits and there are no eligible survivors, no benefits shall be paid.

(h) Employees shall not be charged for lost or damaged equipment unless clear proof of willful negligence is shown.

(i) It will be the responsibility of each employee to properly secure and clean, grease, lubricate and maintain the Employer's equipment which is assigned to him that day, to the Employer's requirements. Employees returning to the garage before quitting must work on the equipment assigned to them that day until quitting time.

(j) The Employees are required to travel the roads at a safe speed, taking into account road and weather conditions.

(k) Coffee breaks are to be taken so that trucks and men are not grouped together in a public place or in public view.

(l) All employees shall be required to have a valid driver's license.

(m) New jobs and vacancies are defined as follows in this Agreement:

Vacancy: In the case of a permanent vacancy in any job, the foreman will post a notice on the bulletin board for three (3) work days and applications to fill the vacancy will be received. The employee with the greatest seniority who is qualified or would be qualified after a reasonable training period will be assigned the job.

No bid will be accepted for the classifications of Surveyor or Instrument Man unless the applicant can show he has the necessary education, training and experience to qualify for the job.

As to the classifications of Night Foreman, the Employer may choose any employee from the bargaining unit to fill the job without the necessity of posting the job.

When a job vacancy is posted for the three (3) day period, the Recording Secretary of the Local Union will be given a copy of the posting, showing the name of the employee awarded the job.

The employee awarded the job shall be placed on the job as soon as possible.

During the training period which is required due to the employee receiving the bid being unable to qualify immediately, the employee will retain his former rate of pay or be paid \$0.10 per hour less than the standard job rate, whichever is higher.

Duration of any training period will be determined by the nature of the job for which the employee is training and the employee's level of qualification but no employee will be held at a reduced rate longer than is necessary for him to learn the minimum requirements for the job.

An employee bidding on and receiving a lower rated job shall be reduced to the rate of the lower rated job immediately.

Temporary Assignments: Employees temporarily assigned to perform work in a lower pay bracket will receive their regular rate of pay. If qualified and temporarily assigned to a higher rated job, they will receive that rate of pay for the higher bracket, while so engaged.

(n) Such devices deemed necessary to provide reasonable comfort and safety of the employee while at work will be provided by the Employer.

(o) Management may contract for cleaning the main office building.

(p) The parties agree that the signing of the Bargaining Agreement will not bar the Union from accreting the non-supervisory employees of the Chippewa County Road Commission, including the clerical employees, provided that:

1. The Union demonstrates through a neutral party that it has a majority of said clerical employees.
2. That the Michigan Employee's Relations Commission rule in a proceeding to be initiated by the Union that such accretion is appropriate under Michigan Law. It is understood that the Employer will take a position in opposition to such accretion in the Michigan Employee's Relation Commission proceedings.
3. Should the Michigan Employee's Relation Commission decide that such accretion is not appropriate, the Employer will

voluntarily recognize a separate Clerical Bargaining Unit providing that the Union provide evidence of majority support.

(q) Effective 1988, the employer agrees to pay the difference between the full pay an employee receives at the National Guard Summer Camp and what he would have received for those two weeks at his regular job. Employees must submit a voucher showing the pay he received.

(r) Effective 1994, the Employer agrees to pay \$65.00 per year to employees for the purchase of safety shoes.

ARTICLE XXXVII - Tenure

THIS AGREEMENT shall be effective as of February 1, 1994 and shall continue in effect until January 31, 1996 and shall automatically renew itself for annual periods thereafter unless either party notifies the other party not less than sixty (60) days prior to any annual expiration date of a desire to modify or terminate the Agreement. In the event of such notice, the parties agree to meet within fifteen (15) days to commence negotiations.

Notice shall be by registered mail and if by the Employer to be sent to the United Steel Workers, 511 Ashmun Street, Suite 204, Sault Ste. Marie, Michigan 49783; with a copy to the Local Union: and if by the Union, to the Chippewa County Board of Road Commissioners, 4139 Mackinac Trail, Sault Ste. Marie, Michigan 49783.

CHIPPEWA COUNTY ROAD COMMISSION	UNITED STEEL WORKERS OF AMERICA
Donald M. Holt, Chairman	International President
James E. Badder	International Secretary
Clifford H. Carr	International Treasurer
	Vice-President, Administration
	Vice-President, Human Affairs
	Director, District 33
	Staff Representative

SCHEDULE 'A'

	Effective <u>2/1/94</u>	Effective <u>2/1/95</u>	
Unskilled Labor	\$10.77	\$11.07	(1)
Common Labor	11.80	12.10	
Park Attendant	12.14	12.44	
Equipment Operator	12.14	12.44	(3)
	12.20	12.50	(4)
	12.31	12.61	(5)
Sign Foreman	12.53	12.83	
Handyman	12.11	12.41	
Dragline Operator	12.40	12.70	
Mechanic	12.48	12.78	
Labor, Night & Bridge Foreman	12.53	12.83	
Assistant Chief Mechanic	12.62	12.92	
Parts Manager	12.90	13.20	
Instrument Man	12.95	13.25	
Surveyor	13.25	13.55	
Chief Mechanic	13.65	13.95	
Steam Boiler Operator	12.31	12.61	(6)
Steamer Assistant			(2)
Welder	12.70	13.00	
Night Operator	12.31	12.61	

- (1) Unskilled labor rate shall be used for six (6) months. After six (6) months the employee shall receive the Common Labor rate.
- (2) Steamer Assistant shall receive the same rate of pay as his normal classification, can and will operate the boiler in absence of normal operator.
- (3) Plain truck operator, tractor-mower operator
- (4) Drag truck operator
- (5) Shovel, snowgo, patrol grader, cat-tractor, asphalt distributor, front-end loader, roller-operator, chip spreader, water tank, transport truck.
- (6) The rate for Steam Boiler Operator and Welder shall be paid for only those hours worked.

- (7) Garage foreman shall be paid the Labor, Night and Bridge Foreman rate plus an additional ten cents (\$0.10) per hour.
- (8) The former positions of Parts Chaser/Janitor and Stock Clerk are combined under a new name, Parts Manager, with the resulting job to be on a salary basis. The incumbent in the Parts Manager position is responsible for the inventory as an integral part of the position. There shall be no overtime paid for call-ins incidental to that job. The Parts Manager will be the last one called in for overtime other than the job performed by the Parts Manager.

For all hours worked between the hours of 6:00 P.M. and 6:00 A.M. a shift differential of fifteen cents (\$0.15) per hour will be paid.

Rates of pay for the tar distributor, transport truck, roller and chip spreader operators and the bridge foreman shall begin at the beginning of the nearest pay period to May 1st of each year and end at the beginning of the nearest pay period to November 1st of each year.

The night operator's job will be posted at the garages requiring them. Hours for this job will be between the hours of 6:00 P.M. and 6:00 A.M. This is not a guarantee of hours, but the hours the job covers. When the regular night operator is not available for overtime, said overtime will first be offered to the day employee who normally performs this work.

Sick leave and vacation pay will be used in no less than one hour increments.

New hires after February 1, 1994 will be paid 80% of the applicable rate for the first three (3) months, 90% for the second three (3) months and 100% after completion of six (6) months service.

The wage rate for employees hired in 1993 will be adjusted on Feb. 1, 1994 per computed service time as of Feb. 1, 1994.

SCHEDULE 'B'

I. The Cost-of-Living Allowance contained in this Appendix B shall be frozen and of no effect during the time of this Agreement and shall not result in any wage increase whatsoever.

A. Effective February 1, 1990 and thereafter during the term of this Agreement, each employee shall receive a Cost-of-Living Allowance as set forth below:

B. The Cost-of-Living Allowance shall be determined in accordance with the changes in the revised Consumer Price Index (Urban Wages Earners & Clerical Workers) published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 = 100) and referred to herein as the "Index".

C. The Cost-of-Living Allowance first adjustment for 1990 shall be made as of the first payroll period commencing on or after June 1, 1990 and adjusted quarterly thereafter as follows:

Adjustment shall be made in:	Based upon Consumer Index for preceding:
June 1990	April 1990
September 1990	July 1990
December 1990	October 1990
March 1991	January 1991
June 1991	April 1991
September 1991	July 1991
December 1991	October 1991
March 1992	January 1992

D. The Cost-of-Living Allowance is an "add-on" and is not a part of the standard hourly rate. The first quarterly adjustment for 1990 shall be payable for all hours paid (actual hours worked, sick leave, annual leave, holidays, personal day, etc.) beginning February 1, 1990, and each adjustment shall be for three (3) months only. There shall be no "roll-in" during the tenure of this contract.

- E. The COLA shall be taken into account in computing overtime and for reporting pay. The COLA is not applicable for any other allowance or benefit except for those mentioned above.

- F. The quarterly COLA payment shall be determined as follows: There shall be a one cent (\$0.01) adjustment for each three tenths (0.3) change in the Index using the January 1990 Index as the base.

- G. The quarterly COLA payment shall not exceed thirteen cents (\$0.13) per quarter. There shall be no carry-over of the CPI between the 4th and 5th quarter.

- H. Effective February 1, 1990, the COLA accumulated under the previous contract shall become part of the base wage rate.