

2/28/95

AGREEMENT

Between

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

and

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

TERM: March 1, 1992

Through: February 28, 1995

St. Clair County Road Commission

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AGREEMENT

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

WITNESSETH

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

PURPOSE AND INTENT OF THE PARTIES

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

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

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

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

By such an arrangement the parties believe that they, as people of good will with sound purpose, may best promote efficiency in their interests of all, as well as the legitimate interest of their respective

organizations within the framework of a democratic society in which regard for fact and fairness is essential.

PRELIMINARY

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

SECTION HEADINGS

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

ARTICLE I

RECOGNITION

1.1) The Union is hereby recognized as the exclusive representative of all office and clerical employees including: secretaries, engineering aides, receptionist, stock clerks, accounting clerks, general clerks, steno technicians, storekeepers, engineering technicians, administrative assistants, safety co-ordinator, weighmaster and data-processing programmers; with the exclusion of: construction and maintenance employees, temporary employees, project and district foremen, professional employees, dispatchers, supervisors, and confidential employees, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions.

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

ARTICLE II
REPRESENTATION

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

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

ARTICLE III
JOB STATUS AND FUNCTIONS OF UNION OFFICERS

3.1) The names of the steward and alternate steward shall be given in writing to the Employer; no steward or alternate steward shall function as such until the Employer has been advised of his selection in writing by the officers of the Local Union, or an International or Council representative. Any changes in steward or alternate shall be reported to the Employer in writing as far in advance as possible.

3.2) Beginning with the bargaining for successor contracts, not more than two (2) members of the bargaining committee shall be paid by the Employer for the time spent in negotiations related to the St. Clair County Road Commission, and only for their regularly scheduled working hours at their regularly scheduled earned rate.

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

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

ARTICLE IV GRIEVANCE PROCEDURES

A. ADJUSTMENT OF GRIEVANCES

4.1) The purpose of this Article is: (1) to provide opportunity for discussion of any request or complaint, and (2) to establish procedures for the processing and settlement of grievances as defined in Section 4.2 of this Article.

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

4.3) Step_1.

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

Step_2

Failing to reach an agreement on the oral complaint, within two (2) working days after discussion with the supervisor but no later than ten (10) working days after the employee knew or reasonably should have known of the occurrence of the circumstances giving rise to the grievance, the grievance shall be reduced to writing on a form provided by the Employer and signed by the grievant and a notice of appeal to Step_2 must be given in writing to the Managing Director. Such notice shall include a statement of the reasons for appeal to Step_2. Within five (5) working days following receipt of the written notice of appeal to Step_2, the grievance shall be discussed between the Union and Management at a meeting scheduled at a mutually satisfactory time. Employer answers to Second Step Grievances will be returned to the Union within five (5) work

days of the meeting.

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

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

c) In order to avoid the necessity of filing numerous grievances on the same subject or event, or concerning the same alleged contract violation occurring on different occasions, a single grievance may be processed and the facts of alleged additional violations (including dates thereof)

may be presented in writing in the appropriate step on a special form supplied by the Employer. Such additional claims shall be filed promptly and be signed by each grievant or when not signed by grievant, to be signed and the grievants designated as provided in Step 1. When the original grievance is resolved in the grievance or arbitration procedure, the parties resolving such grievance shall review such pending claims in the light of the decision in an effort to dispose of them. If any such claim is not settled, it shall be considered as a grievance and processed in accordance with the applicable procedure and the applicable time limitations.

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

4.5) The grievance procedure may be utilized by the Union in processing grievances which allege a violation of the obligations of the Employer to the Union as such and shall be filed in Step 2. In processing such grievances, the Union shall observe the specified time limits in appealing and the Employer shall observe the specified time limits in answering. In the event an employee dies, the Union may

B. SUSPENSION AND DISCHARGE CASES

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

4.11) An employee shall not be preemptorily discharged. In all cases in which the Employer may conclude that an employee's conduct may justify suspension or discharge, he shall be suspended initially for not more than ten (10) working days, and given written notice of such action.

A copy of such notice, shall be furnished to such employee's steward and a copy mailed to the Union, c/o the President, as soon as possible.

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

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

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

ADJUSTMENT OF GRIEVANCES AND ARTICLE IV, C. ARBITRATION.

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

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

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

C. ARBITRATION

4.15) If a grievance is not settled in the procedure herein set forth in Step 2, Section 4.3, the Union may within thirty (30) calendar days after receipt of the Employer's decision at Step 2, notify the Employer by certified mail, return receipt requested, that it is taking the grievance to arbitration in accordance with the provisions of Section 4.16. Such notice shall include a statement of the reasons for such action.

4.16) If the Union notifies the Employer that it is taking a grievance or grievances to arbitration in the manner and within the time limit prescribed in Section 4.15, the grievance, or grievances shall be submitted to arbitration under the Voluntary Labor Arbitration Rules and Regulations of the American Arbitration Association, and the Union shall make its request to the American Arbitration Association for the selection of an arbitrator, not later than fourteen (14) calendar days after the date notice is mailed to the Employer that the Union is taking the grievance to arbitration. If an arbitrator is not requested within the time limit as provided, the grievance shall be considered as settled on the terms offered by the Employer as Step 2. The Union shall not submit more than two (2) separate grievances to the same arbitration hearing without the mutual consent of the Employer.

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

- a) He shall have no power to decide any matter which is reserved solely to the rights of management;

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

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

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

- a) The effective date for adjustment of grievances relating to:
 - 1) Suspension and discharge cases shall be determined in accordance with the provisions of Section 4.13,

Article IV, B. SUSPENSION AND DISCHARGE CASES.

- 2) Seniority cases, or cases involving rates of pay for new or changed jobs, shall be the date of the occurrence or non-occurrence of the event upon which the grievance is based, but in no event earlier than thirty (30) days prior to the date on which the grievance was filed.
 - 3) Rates of pay to be used in figuring any retroactive award shall be the rate of pay on the date of the occurrence or non-occurrence of event upon which the grievance is based.
- b) The effective date for adjustment of grievances involving matters other than those referred to in sub-paragraphs 1), 2), and 3) above, shall be no earlier than the date the grievance was first presented in Step 1., but in no event earlier than ten (10) days prior to the date the grievance was first presented in written form in Step 2 of ARTICLE IV, A. ADJUSTMENT of GRIEVANCES.

ARTICLE V

SENIORITY

5.1) New employees hired to fill specific vacancies will be considered as probationary employees until they have been employed

continuously for one hundred and eighty (180) days, but seniority will start as of last date of hire.

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

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

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

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

- a) Voluntarily quits the service of the Employer;
- b) Is discharged for cause;

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

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

ARTICLE VI

LAYOFFS AND RECALLS

6.1) It is the intent and purpose of this Article to preserve the principle that provided the employee has the ability to perform the work,

job security should increase in proportion to length of continuous service without interruption to the efficient operations of the Employer.

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

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

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

- a) Work normally performed by the Supervisor;
- b) In emergency or where regular employees are not available;
- c) To instruct or train employees;
- d) To do experimental work on a new job;
- e) To fill personnel shortages caused by scheduled employees not reporting to work;

f) In all other cases where unit employees are not displaced due to the work performed by the Supervisor.

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

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

ARTICLE VII

PROMOTIONS

7.1) The Employer encourages unit employees to seek upgrading within the bargaining unit. If a new job or permanent vacancy occurs in a classification covered by this Agreement and the Employer determines to fill such opening, the job will be posted for a period of five (5) working days. The Employer will give consideration to unit employees who possess the skill or ability, experience or education and physical fitness where applicable, necessary to perform the job. If more than one employee is qualified and all of the above factors are relatively equal, award shall be made to the employee with the longest continuous service. The award to the successful applicant will be made within five (5)

working days following the closing of bids. If there are no qualified bidders for any posted job, the Employer may fill the job at its discretion. New employees on probation are not eligible to bid on posted job openings.

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

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

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

7.5) An employee who accepts a promotion or lateral transfer and who in the Employer's opinion satisfactorily completes the probationary period shall be placed on the job classification seniority list as of the first full days' work in the upgraded classification.

7.6) Requests for downward transfers will not be accepted.

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

ARTICLE VIII

PAYROLL DEDUCTION AND UNION SECURITY

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

The employee's assignment may include the following clause which the Employer agrees to honor:

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

8.2) During the term of this Agreement, the Employer will honor written assignments of wages for charitable contributions, Credit Union, savings bonds, retirement plans, insurance, and deferred compensation.

8.3) Each employee who would be eligible to acquire or maintain membership in the Union, and who fails voluntarily to acquire or maintain membership in the Union shall be required as a condition of employment, beginning on the thirty-first (31st) day following the beginning of such

employment or date of this Agreement, whichever is later, to pay to the Union each month a service charge as a contribution toward the administration of this Agreement and the representation of such employee. This service charge for the first month shall be an amount equal to the Union's regular and usual initiation fee and monthly dues, and for each month thereafter an amount equal to the regular and usual monthly dues.

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

ARTICLE IX

HOURS-WORK DAY-WORK WEEK

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

9.2) No later than ten (10) working days prior to the institution of the four tens schedule, representatives of the Union and the Employer will meet and confer as to which bargaining unit members will be on the four tens schedule and which bargaining unit members will remain on a five eights schedule.

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

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

- a) Last Sunday in April to Saturday prior to Labor Day
-7:00 a.m. to 5:00 p.m.
- b) Sunday prior to Labor Day to last Saturday in April
-8:00 a.m. to 4:00 p.m.
- c) Lunch period shall be from 12:00 Noon to 12:30 p.m.
unless otherwise scheduled by Employer.
- d) Employees working overtime hours will be allowed necessary breaks for meals; the breaks will be limited to one-half (1/2) hour in duration and taken at usual meal times, including midnight.
- e) Employer may schedule afternoon and midnight shifts and pay for such fixed shifts a shift differential of twenty cents (20¢) per hour for afternoon shift and twenty-five cents (25¢) per hour for midnight shift.

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

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

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

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

ARTICLE X

VACATIONS

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

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

10.3) Vacation leave with pay will not be granted before vacation

time has been earned.

10.4) A vacation of eighty (80) hours shall be granted to all employees with continuous service of from one (1) to five (5) years; from five (5) to ten (10) years, one hundred twenty (120) hours; from ten (10) to fifteen (15) years, one hundred twenty (120) hours plus eight (8) hours per year of continuous service for each year over ten (10) years; and one hundred sixty (160) hours to employees having fifteen (15) years or more of continuous service.

An employee may carry vacation time from one calendar year to the next year provided such carried over vacation time does not exceed the time allowed for one (1) year.

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

10.6) Employees shall be permitted to choose either a split or entire vacation, subject to employment needs. Whenever possible, the employee shall have the right to choose the time of his vacation by making request of the Employer in advance. Vacations shall be granted in order of request.

10.7) At the option of the employee, an employee who retires in accordance with the provisions of the St. Clair County Employees Retirement Plan may receive payment for accumulated vacation as a lump sum in lieu of taking the vacation before the effective date of his retirement.

10.8) In accumulating vacation leaves, sick leaves taken during the period in which vacation is earned, not exceeding the accumulated sick leave of the employee, shall be counted as time worked. Absence due to duty connected disability shall also be counted as time worked, as defined in ARTICLE XX.

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

ARTICLE XI

LEAVES OF ABSENCE

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

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

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

11.3) Paid emergency leaves not exceeding three (3) days will be granted to all employees having continuous service of sixty (60) days in case of the death of the employee's father, mother, sisters, brothers, grandparents, father-in-law, mother-in-law, husband, wife and children, grandchildren and relatives residing in the same household, providing such employee attends funeral services. Paid emergency leaves for the day of the funeral only will be granted to all employees having continuous service of sixty (60) days in case of the death of the employee's brother-in-law, sister-in-law and spouse's grandparents, provided the employee attends the funeral.

11.4) Any absence of an employee for duty, including any absence for a single day or part of a day, which is not authorized by a specific grant of leave of absence under the provisions of this Agreement will be deemed to be an absence without leave.

11.5) Necessary time up to one (1) day will be granted to any

employee who is a pallbearer at the funeral of another St. Clair County Road Commission employee.

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

ARTICLE XII

SICK LEAVE

12.1) Sick Leave pay is granted for absence legitimately due to:

- a) An employee's sickness or accident.
- b) A member of his immediate household is ill and requires his presence at home.
- c) Appointments with a licensed medical practitioner.

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

12.3)a) All regular employees hired prior to February 28, 1986 shall be granted sick leave based on the following:

- 1) Twenty (20) hours after each six (6) months employment in the first year;
 - 2) Forty (40) hours after each six (6) months the second year;
 - 3) Forty (40) hours after each four (4) months after the third and subsequent years.
- b) All regular employees hired on or after February 28, 1986 shall be granted sick leave based on the following:
- 1) Twenty (20) hours after each six (6) months employment in the first year;
 - 2) Forty (40) hours after each six (6) months the second year;
 - 3) Thirty-two (32) hours after each four (4) months the third and subsequent years.
- c) Sick leave when used shall be charged on a time for time basis.
- d) Any unused portion of such sick leave shall be accumulative and a record of such sick leave shall be maintained in the offices of the Employer.

12.4) Any employee in the service of the Road Commission who retires in accordance with the provisions of the St. Clair County Employees Retirement Plan shall be paid sixty-five percent (65%) of his accumulated sick leave at the effective date of separation from employment.

12.5) In case of the death of an employee in the service of the Commission, payment of one hundred percent (100%) of his/her accumulated sick leave shall be made to the beneficiary designated on Group Life policy with the Employer or to a beneficiary designated to the Employer in writing by the employee.

12.6) A satisfactory Doctor's Certificate shall be submitted before payment will be made for sick leave, with the following exceptions: Five (5) one day sick leave usages per year and two (2) one to five day usages per year. All other sick leave usages, including any usages the day before or after a holiday, will require a Doctor's Certificate. The Doctor's Certificate must be turned in within one week or by the end of the pay period in which the absence occurred, whichever is longer, providing the employee is physically capable of doing so. "Usages" under this Article will be defined as full days, either 8 or 10 hours, according to the scheduled work day in effect at the time the usage occurred.

12.7) When an employee is not able to report for work on account of sickness or illness, it will be the responsibility of the employee or some member of his household to notify Employer by telephone or messenger, at least one-half (1/2) hour before his starting time if possible and, if not, as soon as possible thereafter. Failure to follow

this procedure will constitute grounds for disciplinary action. Employees on extended sick leave shall give the Employer a physician's statement of their medical condition every two (2) weeks. Employees who submit a physician's statement indicating the estimated length of sick leave necessary before return to work shall not be required to furnish the Employer with any further statements of their medical condition while on sick leave until the expiration of the physician's original statement of the length of sick leave necessary. Employees extending sick leave beyond the physician's original estimated recovery date shall continue to use the above reporting procedure.

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

12.9) An employee may take eighteen (18) personal hours off as sick leave, which shall not count as sick leave under Section 12.6.

ARTICLE XIII

SUPPLEMENTAL WORKER'S COMPENSATION

13.1) In the event of an "on the job" accident, an employee may apply for accumulative sick leave to the extent of augmenting the amount paid him for a compensable accident claim so as to receive his scheduled weekly wage. The amount of sick leave to be deducted shall be proportionate to the amount of pay from the Road Commission.

ARTICLE XIV
DRUG FREE WORK PLACE POLICY

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

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

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

14.2) Definitions

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

14.3) Every employee will be required to submit to a blood or urinalysis examination at the Employer's expense for the purposes of detecting the employee's use of unlawful controlled substances and/or alcohol under the following circumstances:

- A. As part of a routine scheduled physical examination for purposes of commercial driver's license (CDL) testing;
- B. When the Commission has reasonable suspicion that the employee is or has violated this policy. Reasonable suspicion may include by example, but not by limitation:

1. Observable phenomena such as direct observat-

ion of drug use or possession and/or physical symptoms of being under the influence of a drug/alcohol;

2. A pattern of abnormal conduct or erratic behavior if witnessed and documented in writing by at least two (2) Supervisors trained in determining reasonable suspicion;
3. Conviction for a drug related offense or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking;
4. Evidence that the employee has tampered with a previous drug test.

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

D. No random testing will be conducted.

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

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

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

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

C. Thereafter refrains from further violation of this policy.

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

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

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

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

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

ARTICLE XV

HOLIDAY PAY

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

New Year's Day

Good Friday

Memorial Day

Independence Day

The day following the Independence Day holiday unless Independence Day is on a Tuesday, in which case it will be on Monday.

Labor Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving

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

Christmas Day

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

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

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

ARTICLE XVI

INSURANCE

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

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

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

16.2) The Employer will provide group life insurance of \$13,000 for each employee. Effective May 1, 1993, the employer will provide group life insurance of \$15,000 for each employee.

16.3) The Employer agrees to provide Standard Blue Shield Plan

Prescription Drug Program and Two dollar (\$2.00) Co-Pay, or equivalent for all employees having continuous service of a maximum of sixty (60) days and for their dependents.

16.4) The Employer will continue to provide the benefits specified in ARTICLE XVI, INSURANCE, for employees on an approved sick leave of absence, for up to ninety (90) calendar days following the depletion of such employee's accrued sick leave. The Employer will continue to provide the hospitalization and surgical benefits specified in Section 16.1 for a maximum of sixty (60) days after an employee is off the payroll for medical leave or layoff.

16.5) The Employer agrees to provide a Dental Insurance Program, as now provided.

16.6) The Employer agrees to provide an Optical Insurance Program, as now provided.

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

a) Eligibility for Benefits:

An employee who has accumulated thirty (30) days sick leave at the time of a non-duty connected sickness or injury, shall at the expiration of all accumulated sick leave and vacation days, and during a continuous period thereafter during which he is totally disabled, receive weekly Extended Disability Benefits for the period described in "C" below.

b) Amount of Benefit:

- 1) The weekly Extended Disability Benefit shall be fifty percent (50%) of the employee's straight time wages for a period of total disability not to exceed fifty-two (52) weeks.
- 2) Extended Disability Benefits shall not be paid during any week in which the employee receives benefits from Worker's Compensation Insurance.
- 3) Benefits payable for less than a full calendar week shall be prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the week.
- 4) Fringe benefits shall continue while an employee is receiving Extended Disability Benefits.

c) Commencement and Duration of Benefits:

- 1) Extended Disability Benefits to an eligible applicant shall be for the period commencing the day following the last day of expiration of an employee's accumulated sick leave and vacation days.
- 2) The maximum period during which Extended Disability Benefits may be payable shall be fifty-two (52) weeks,

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

d) Rehabilitation:

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

e) Proof of Total Disability:

Evidence of total disability shall be furnished in accordance with Section 12.7 and as a further requirement, the Employer may require an applicant, as a condition of eligibility, to submit to examination by a physician designated by it for the purpose of determining his initial or

continuing total disability.

16.8) Effective May 1, 1993, the Employer shall provide Michigan Blue Cross Blue Shield Human Organ Transplant Rider, or equivalent, for all employees having continuous service of sixty (60) days and their dependents.

16.9) Effective May 1, 1993, the Employer shall provide Michigan Blue Cross Blue Shield Second Surgical Opinion Program, or equivalent, for all employees having continuous service of sixty (60) days and their dependents.

ARTICLE XVII

LONGEVITY PAY AND SERVICE RECOGNITION

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

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

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

such employee qualified as to length of service.

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

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

Worker's Compensation payments received through the Employer's coverage may also be used to offset lost time, however, in no case shall the basis for computing longevity exceed an amount equal to 2080 hours multiplied by the employee's rate on May 1 of the longevity year.

17.4) The following schedule of payment shall apply:

Continuous Years Service
on/or before October 31
of each year

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

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

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

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

17.7) Effective March 1, 1993, Service Recognition shall be calculated and paid as follows:

- a. All current employees shall be frozen at current percentage rates. All Service Recognition payments shall be calculated off 1992 rates and shall remain in effect for the duration of the employee's employment tenure.
- b. Current employees not yet receiving longevity benefits shall receive the two percent Service Recognition payment

when they would have otherwise qualified for longevity. These Service Recognition payments shall be calculated at the 1992 wage rate. These shall remain in effect for the duration of the employee's employment tenure.

c. All Service Recognition payments as per a & b above shall be paid to employees on an hourly basis to a maximum of 2080 hours, including straight time, overtime and worker's compensation hours, and shall increase 4% in years 2 & 3 of this contract over the prior year (using three decimal places). The Service Recognition payment will be calculated separately and paid in addition to the employee's regular hourly wages.

d. The following schedule has been calculated and will be paid pursuant to a, b & c above:

Employee Number	Employee Name	March 1 1993	Oct. 10 1993	March 1 1994
35	Patrick Macy	\$.527		\$.548
38	John Mazure	.237		.247
50	Wesley Mitchell	1.054		1.096
55	Stephen Smith	.000	.266	.288
59	Robert Parniske	1.338		1.392
60	Steven Zurick	.000	.266	.288
78	Marie Edington	.972		1.011
79	Sandra Holladay	.567		.590
80	Jill Pettengill	.255		.265

82	Rita Emerson	.307	.320
84	Lee Sari	.850	.884
92	Joyce Sobkowski	.283	.295
93	Deborah Wuebben	.211	.219
97	Gail Fuchs	.283	.295
98	Carla Lovett	.364	.378
312	Lawrence Krantz	.364	.378
337	Edward Boddy	.292	.304

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

ARTICLE XVIII

WAGE AND CLASSIFICATIONS

18.1) Job Evaluation Plan and Annual Compensation Rates, effective March 1, 1992.

Pay	Minimum			Maximum		Classification
	Step A	Step B	Step C	Step D	Step E	
Grade	Entry	1 Year	2 Year	3 Year	4 Year	
6	29,109	30,928	32,745	34,565	36,384	Asst. to Dir. of Oper. Weighmaster
5	26,766	28,439	30,112	31,784	33,458	Safety Coordinator Engineering Aide DPW II
4	24,581	26,119	27,656	29,192	30,729	Computer Programmer Engineering Aide I or II
3	22,679	24,097	25,513	26,931	28,347	Steno Tech/Oper & Eng.

						Steno Tech/Dep. Director
						Secretary
						Account Clerk IV
						Storeskeeper
						Steno Tech/Spec. Serv.
2	21,076	22,392	23,710	25,028	26,344	Account Clerk III
						Stock Clerk IV
						Engineering Tech.
						District Clerk
						Part-Time Bookkeeper
						Stock Clerk II
1	19,439	20,654	21,868	23,084	24,298	Receptionist

18.2) Job Evaluation Plan and Annual Compensation Rates, effective March 1, 1993:

Pay Grade	Minimum				Maximum	Classification
	Step A	Step B	Step C	Step D	Step E	
Entry	1 Year	2 Year	3 Year	4 Year		
6	30,273	32,165	34,055	35,948	37,839	Asst. to Dir. of Oper. Weighmaster
5	27,837	29,577	31,316	33,055	34,796	Safety Coordinator Engineering Aide DPW II
4	25,564	27,164	28,762	30,360	31,958	Computer Programmer Engineering Aide I or II
3	23,586	25,061	26,534	28,008	29,481	Steno Tech/Oper & Eng. Steno Tech/Dep. Director

						Secretary
						Account Clerk IV
						Storeskeeper
						Steno Tech/Spec. Serv.
2	21,919	23,288	24,658	26,029	27,398	Account Clerk III
						Stock Clerk IV
						Engineering Tech.
						District Clerk
						Part-Time Bookkeeper
						Stock Clerk II
1	20,217	21,480	22,743	24,007	25,270	Receptionist

18.3) Job Evaluation Plan and Annual Compensation Rates, effective
March 1, 1994:

Pay	Minimum				Maximum		Classification
	Step A	Step B	Step C	Step D	Step E		
Grade	Entry	1 Year	2 Year	3 Year	4 Year		
6	31,484	33,452	35,417	37,386	39,353	Asst. to Dir of Oper. Weighmaster	
5	28,950	30,760	32,569	34,377	36,188	Safety Coordinator Engineering Aide DPW II	
4	26,587	28,251	29,912	31,574	33,236	Computer Programmer Engineering Aide I or II	
3	24,529	26,063	27,595	29,128	30,660	Steno Tech/Oper. & Eng.	

						Steno Tech/Dep. Director
						Secretary
						Account Clerk IV
						Storeskeeper
						Steno Tech/Special Serv.
2	22,796	24,220	25,644	27,070	28,494	Account Clerk III
						Stock Clerk IV
						Engineering Tech.
						District Clerk
						Part-Time Bookkeeper
						Stock Clerk II
1	21,026	22,339	23,653	24,967	26,281	Receptionist

18.4) All salary increases assuming satisfactory job performance review. An employee who does not receive a satisfactory job performance review and is denied a wage increase will be re-evaluated in one hundred twenty (120) days.

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

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

ARTICLE XIX
DEFECTIVE EQUIPMENT/
ACCIDENTS AND REPORTS

19.1) The Employer shall not require employees to take out on the street or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. The Employer reserves the right to determine the safety condition of the vehicle provided the order is not in direct conflict with State law. Employee may request order to be in writing if he thinks equipment unsafe.

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

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

ARTICLE XX
DUTY-CONNECTED DISABILITY

20.1) For the purpose of accumulating fringe benefits while

absent due to duty-connected disability, the following shall apply:

- a) Vacation leaves under ARTICLE X, up to a period of one (1) year from date of injury;
- b) Holiday pay under ARTICLE XV, for holidays occurring within one (1) year from date of injury;
- c) Seniority under Section 5.6;
- d) Supplemental Worker's Compensation, under ARTICLE XIII;
- e) Insurance benefits under ARTICLE XVI shall continue up to one (1) year from date of injury;
- f) Sick leave benefits under ARTICLE XII shall continue up to one (1) year from date of injury;
- g) Longevity/Service Recognition benefits under ARTICLE XVII shall continue up to one (1) year from date of injury.

20.2) As used in this contract, "duty-connected disability" means that period certified by a doctor appointed by the Employer that a regular employee is not able to work because of an injury that qualifies for Worker's Compensation benefits.

ARTICLE XXI
MANAGEMENT RIGHTS

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

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

Management shall have all other rights and prerogatives including those exercised unilaterally in the past subject only to express

restrictions on such rights, if any, as are provided in this Agreement.

ARTICLE XXII

PROHIBITION OF STRIKES AND LOCKOUTS

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

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

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

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

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

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

ARTICLE XXIII

GENERAL

MILEAGE REIMBURSEMENT

23.1) Employees using their personal vehicles for work related activities shall receive mileage benefits calculated on the same formula as now provided. Effective May 1, 1993, employees using their personal vehicles for work related activities shall receive benefits calculated on the standard mileage rate for business use of a personal automobile accepted by the Internal Revenue Service.

DEFERRED COMPENSATION

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

NEW JOBS

23.3) The Employer shall notify the Union, in writing, when new jobs

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

SICK LEAVE OR VACATION IN LIEU OF HOSPITALIZATION INSURANCE

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

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

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

ARTICLE XXIV
TERMS OF AGREEMENT

24.1) This Agreement shall be effective March 1, 1992, shall remain in full force and effect, without change, addition or amendment from March 1, 1992, to midnight February 28, 1995, and shall be renewed from year to year thereafter, provided that either party hereto may reopen this Agreement for changes or amendments or may terminate the Agreement by serving written notice on the other party of its desire to change, amend or terminate at least sixty (60) days prior to February 28, 1995.

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

IN WITNESS WHEREOF, we hereunto set our hands and seals this 10th day
of Novembe, 1993.

BOARD OF COUNTY ROAD
COMMISSIONERS
COUNTY OF ST. CLAIR

Maurice Foley, Chairman
Janet C. Kitamura, Secretary

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

Bryan Hartman, President
Patrick Macy, Chief Steward
Rita Varner, Chairperson
Joyce Sobkowski, Vice-Chairperson

IN WITNESS WHEREOF, we hereunto set our hands and seals this 10
day of November, 1993.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF ST. CLAIR

Sandra Bellinger

Maurice Foley

Maurice Foley, Chairman

Sandra Bellinger

Janet C. Kitamura

Janet C. Kitamura, Secretary

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

Paul P. Fuchs

Bryan Hartman

Bryan Hartman, President

Paul P. Fuchs

Patrick Macy

Patrick Macy, Chief Steward

Rita Varner

Rita Varner, Chairperson

Joyce Sobkowski

Joyce Sobkowski, Vice-Chairperson