

2/28/95

# AGREEMENT

between

**Board of County Road  
Commissioners  
of The County of St. Clair**

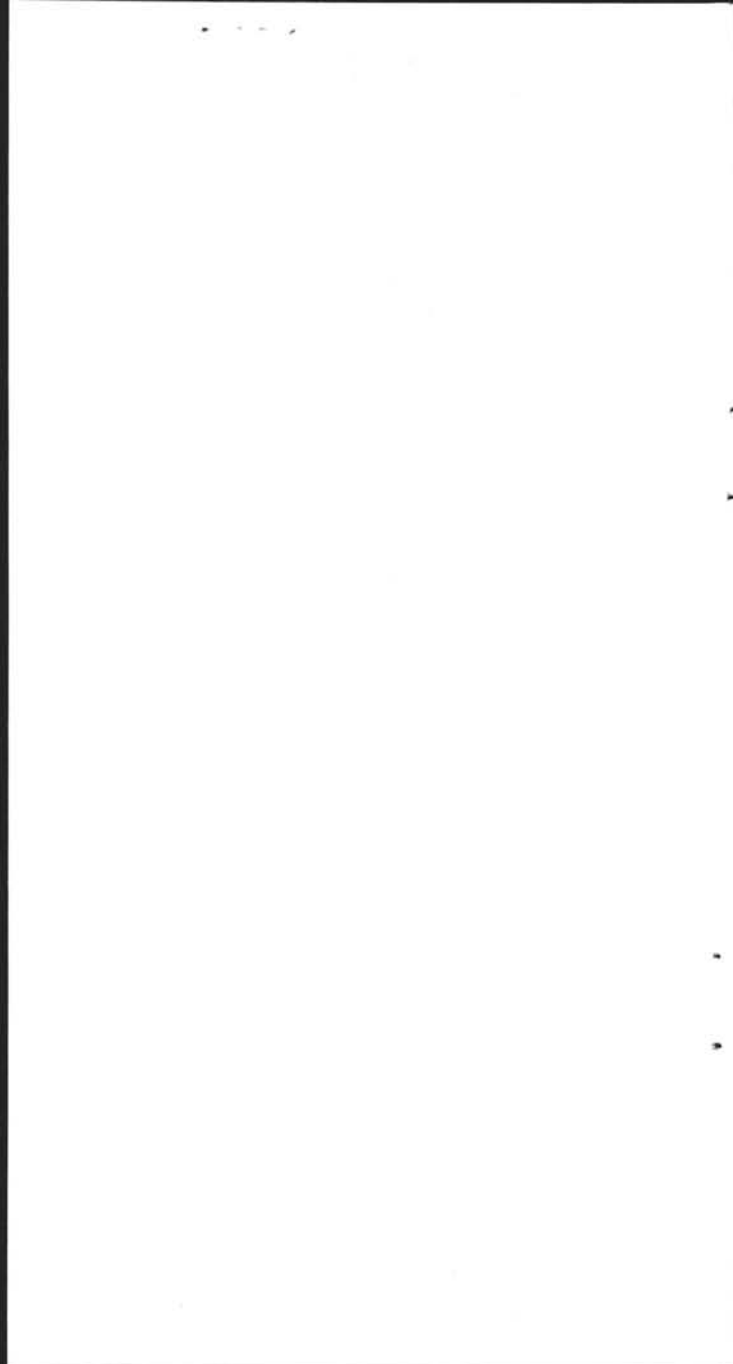


**Local 516-M  
Service Employees  
International Union, AFL-CIO  
Production Union**



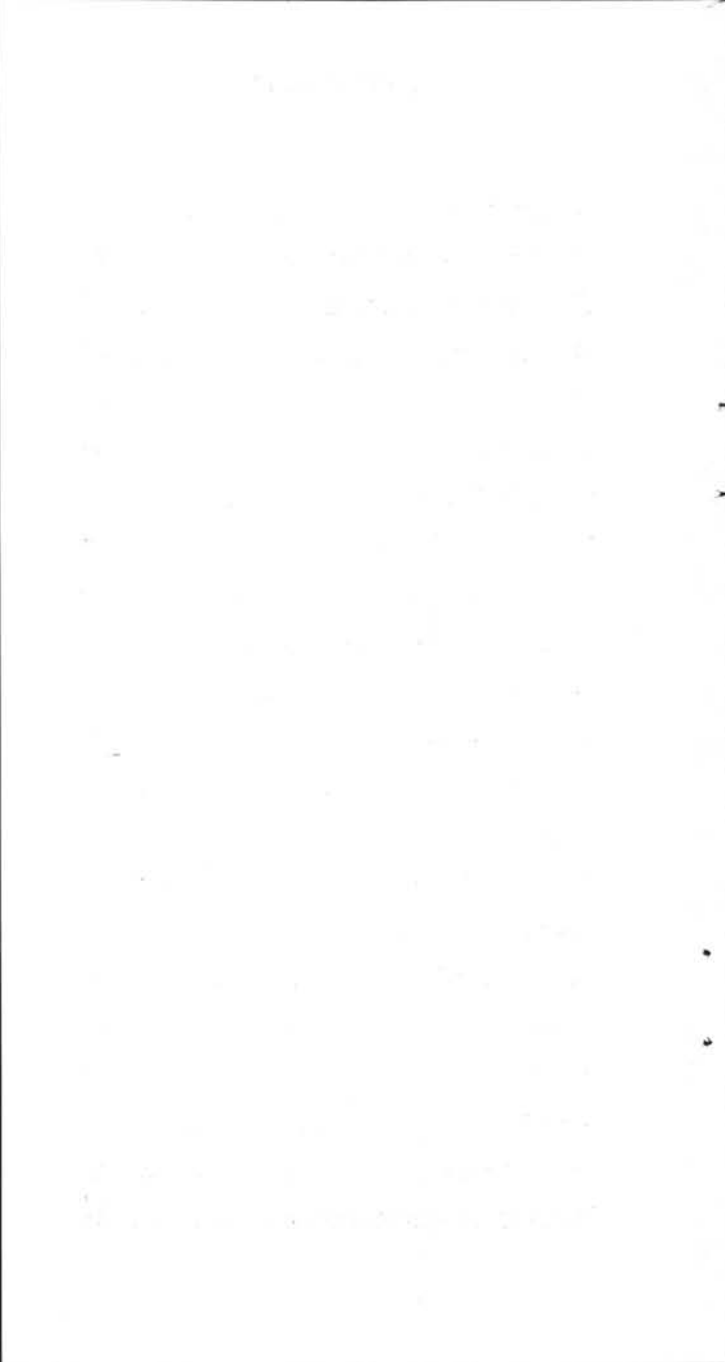
Effective Date: March 1, 1992  
Renewal Date: February 28, 1995

*St. Clair County Road Commissioners*



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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 premises and the mutual covenants and premises 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.

## 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 construction and maintenance employees, including warehousemen and labor foremen; with the exclusion of office clerical, stockroom and warehouse clerical, temporary employees, engineering, office maintenance, project foremen (formerly job foremen), weighmaster, and all other supervisors for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions.

### 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 stewards and a bargaining committee to be chosen by the Union.

2.2) The members of the Union Bargaining Committee shall be determined by the Local Union.

### ARTICLE III

#### JOB STATUS AND FUNCTIONS OF UNION OFFICERS

3.1) Not more than four (4) members of the bargaining committee shall be paid by the Employer for the time spent in processing grievances or negotiations related to the St. Clair County Road Commission, and only for their regularly scheduled working hours, at their regularly scheduled earned rate.

The Union shall be limited to a maximum of four (4) representatives at any grievance meeting provided for in ARTICLE IV., GRIEVANCE PROCEDURES A. ADJUSTMENT OF GRIEVANCES and ARTICLE IV., B. SUSPENSION AND DISCHARGE CASES, C. ARBITRATION.

3.2) The names of the stewards and alternate stewards in each District, 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 stewards or alternates shall be reported to the Employer in writing as far in advance as possible.

3.3) 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. ADJUSTMENTS 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) "Grievance" as used in this Agreement is limited to a complaint which involves the interpretation or application of, or compliance with, the provisions of this Agreement.

4.3) **Step 1.**

Any employee who believes that he has a justifiable request or complaint shall promptly discuss the request or complaint with his foreman, with or without a steward being present, as the employee may elect, in an attempt to settle same. However, any such employee may instead, if he so 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 foreman in a sincere effort to resolve the problem. The employee involved may be present in such discussion, if he so desires. In the event that his steward is not available, all Union functions in this step shall be handled by the alternate steward, if available, or the nearest available steward or alternate without regard to District.

If the foreman and steward, or alternate steward, after full discussion, feel need for aid in arriving at a solution, they may invite the Chief Steward or District Foreman for the area to participate in further discussion but such additional participants shall not relieve the foreman and steward from responsibility for solving the problem.

However, if a complaint or request has not been satisfactorily resolved in Step 1, it can be

presented in writing and processed in Step 2, if after review, the steward and Chief Steward determine that it constitutes a meritorious grievance.

A grievance to be considered beyond Step 1, must be filed in writing with the foreman on forms furnished by the Employer, promptly after the conclusion of Step 1 discussions but not 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. It shall be dated and signed by the steward or Chief Steward and by the aggrieved employee or employees wherever possible. When the aggrieved employee (or employees) does not sign, the grievance shall specify by name the aggrieved employee (or employees) involved, unless all employees in a District are involved, in which case the District shall be specified. The grievance form shall include such information and facts as may be of aid to the Employer and the Union in arriving at a fair, prompt and informed decision.

The foreman, promptly upon submission to him of the written grievance, shall write on the grievance form: "The steward and/or employee and I have fully discussed this grievance and I have determined as follows: \_\_\_\_\_

\_\_\_\_\_."

indicate the date he received the grievance form, sign it and deliver it to his District Foreman.

**Step 2.**

A grievance in this step shall be discussed at a meeting of the District Foreman, steward and/or Chief Steward, which shall be scheduled at a mutually satisfactory time but not later than five (5)

working days following the filing of an appropriate grievance in this Step 2. The District Foreman shall give his answer not later than five (5) working days after the date of the meeting. If the District Foreman's answer is not received within the five (5) working days called for in this Step 2, the grievance shall be considered settled based on the position of the Union in the Step 2 meeting. If the decision in Step 2 is not appealed to Step 3 within five (5) working days of the receipt of the answer in Step 2, the grievance shall be considered settled on the basis of such decision and shall not be eligible for further appeal.

Grievances which allege violations directly affecting employees working in more than one department in a District shall be filed initially in Step 2 and be answered by such District Foreman or his representative.

**Step 3.**

If the grievance is not settled in Step 2, notice of appeal to Step 3 must be given in writing to the Director of Operations not later than five (5) working days following disposition of the grievance in Step 2. Such notice shall include a statement of the reasons for such action. Such grievance shall then be discussed at a meeting of the Chief Steward and the Director of Operations, which shall be scheduled at a mutually satisfactory time, with appropriate notice to the affected Department Head, but not later than five (5) working days following the filing of an appropriate grievance in this Step 3. The Director of Operations shall give his answer not later than five (5) working days after the date of the meeting. If the Director of Operations' answer is not received within the five (5) working days called

for in this Step 3, the grievance shall be considered settled based on the position of the Union in the Step 3 meeting. If the decision in Step 3 is not appealed to Step 4, within five (5) working days of the receipt of the answer in Step 3, the grievance shall be considered settled on the basis of such decision and shall not be eligible for further appeal.

**Step 4.**

If the grievance is not settled in Step 3, notice of appeal to Step 4 must be given in writing to the Director of Operations not later than five (5) working days following disposition of the grievance in Step 3. Such notice shall include a statement of the reasons for such action. Within ten (10) working days following receipt of the written notice of appeal to Step 4, such grievance shall be discussed between the Union Bargaining Committee, Management Negotiating Committee and a representative of the International Union at the option of the Union, at a meeting scheduled at a mutually satisfactory time with a minimum of five (5) working days notification to the Department Heads affected and may include any and all parties involved in the grievance to this Step in an attempt to reach a mutually satisfactory settlement.

Either party may request a further statement of facts to be made available not later than three (3) working days preceding the date set for the Step 4 meeting.

The Employer's answer shall be given within eight (8) working days after such meeting. If the Employer's answer is not given within the eight (8) working days called for in this Step 4, the grievance shall be considered settled based on the position of the Union in the Step 4 meeting. If the final decision

in Step 4 is not appealed to arbitration within twenty (20) working days of the Employer's answer, the grievance shall be considered settled on the basis of such decision and shall not be eligible for further appeal.

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, 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 twenty (20) working 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) working day prior to the expiration of the appropriate time limit; otherwise, the time limit will automatically be extended until one (1) working 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 (the Fourth Step representatives if resolved by arbitration) 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 4. In processing such grievances, the Union shall observe the specified time limits in appealing and the Employer shall observe the specified time limits in answering. In the event an employee dies, the Union may process on behalf of his legal heirs any claim he would have had relating to any monies due under any provisions of this Agreement.

4.6) If this Agreement is violated by the occurrence of a strike, work stoppage, or interruption or impeding of work at any installation or any subdivision thereof, no grievances shall be discussed or processed in the Step 2, or above, while the violation continues.

4.7) Notwithstanding the procedure herein provided, any grievance may be submitted to

arbitration at any time by agreement of the parties.

4.8) The Chief Steward, or his designated representative, shall have access to warehouses, subject to established rules and at reasonable times to investigate grievances; provided, however, there shall be no interruption to operations.

4.9) Stewards, alternate stewards and the Chief Steward shall be authorized to represent all employees in departments under their jurisdiction and shall be afforded such time off, without pay, as may be required to: (1) Attend joint Management-Union meetings pertaining to discharges or other matters which cannot reasonably be delayed. (2) As to Chief Steward, or his designated representative, only, to visit warehouses other than his own at all reasonable times only for the purpose of handling grievances, after notice to the Foreman of the District to be visited and permission from his own foreman. (3) Attend regularly scheduled Union Seminars conducted by the International Union for the purpose of educating and training Union representatives in the discharge of their responsibilities and duties under this Agreement.

All grievance meetings and joint Management-Union meetings shall be conducted during regular working hours and days.

**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 that 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) 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) calendar 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) calendar 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 practicable.

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



## OF GRIEVANCES.

If such initial suspension is for five (5) calendar 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 Director of Operations or his designated representative, with the Chief Steward or his designated representative 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, 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) calendar days after notice of such action, file a grievance in the fourth 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 dis-

charged 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 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 at Step 4, Section 4.3, the Union may within thirty (30) calendar days after receipt of the Employer's decision at Step 4, 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 4. 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 of non-occurrence of the event upon which the grievance is based, but in no event earlier than thirty (30) calendar 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), 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) working 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 twenty (120) calendar days. After the completion of one hundred twenty (120) calendar days, an employee will be considered as a regular employee and his seniority will start as of his last date of hire.

5.2) New employees hired for seasonal work between April 15th and September 30th will be considered as temporary employees until they have been employed continuously for a minimum of one hundred eighty (180) calendar days. New employees hired at any time to replace a regular employee on authorized leaves of absence or sick leave will be considered as temporary employees for the entire period they replace such employee. If a temporary employee is retained beyond the time permitted, said employee shall be considered as a new employee subject to the probationary provisions of Section 5.1 above.

5.3) After the effective date of this Agreement, the last date 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.

5.4) 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. After ninety (90) days absence from the bargaining unit, however, their equipment will be posted for bid.

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.

5.5) 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 for their inspection, by posting where practical or by a satisfactory equivalent method.

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

5.7) After the effective date of this Agreement, seniority or continuous service shall be broken by:

- a) Voluntary quitting the service of the Employer;
- b) Failure of an employee to report his absence from a regularly scheduled work day for a period of three (3) consecutive working days, or failure of employee on lay off to report or acknowledge such notice to report within three (3) days of written notice, shall be reported by the Employer to the Union in writing, and a copy of such 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, such employee shall be deemed to have voluntarily quit the service;

- c) An employee who fails to accept any work offered in accordance with the provisions of this section in lieu of layoff, which he has the ability to perform, or an employee on layoff who fails to accept any work offered, which he has the ability to perform, shall also be deemed to have voluntarily quit the service;
- d) Discharge unless reversed by the grievance procedure;
- e) A continuous layoff of two (2) years or for a period of time equal to the employee's seniority at time of layoff, whichever is greater. This seniority principle is commonly referred to as the time-for-time rule.

5.8) All stewards shall have top seniority for any reductions in the work force of any length of time. After a steward is absent for five (5) working days, the alternate steward shall have such top seniority until the steward returns to work.

## **ARTICLE VI**

### **LAYOFFS AND RECALLS**

6.1) Inasmuch as 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, layoffs and recalls will be based upon seniority, provided the senior employee has the ability to do the work required.

The Employer shall not hire any new employee or permit any employee not in the bargaining unit to perform bargaining unit work while a bargaining unit employee is on layoff, except for employees referred through St. Clair County Department of Social Services Work Program.

It is understood, however, that the purpose of this exception is not to use the St. Clair County Department of Social Services Work Program as a replacement for bargaining unit employees.

6.2) Layoffs and recalls will be based upon seniority within District locations and within the County. The senior employee so affected may displace any other employee with less seniority in his own classification or any other classification on a county wide basis, under the standards provided in Section 8.1a), b), c), and the last paragraph. The employee will be given an opportunity to demonstrate his qualifications under b) and c). Employees affected will not be eligible for portal-to-portal pay, and will be returned to their own Districts before any other laid-off employees with less seniority are recalled by said Districts. Except for mechanics and welders, employees on layoff will be recalled to any bargaining unit opening according to bargaining unit seniority, provided they have the ability to do the work, and will move back into their regular division as openings occur. Employees who exercise their seniority under this section shall be paid at the rate of the job to which they bump or to which they are recalled.



6.3) Employees of the shop division will not replace employees of the maintenance division, and likewise, employees of the maintenance division will not replace employees of the shop division under the provision of this Article.

In the event of a reduction in the number of employees in the shop division, those affected will be allowed to use their seniority to bid on posted job openings in the maintenance division.

In the event of a reduction in the number of employees in the maintenance division, those affected will be allowed to use their seniority to bid on posted job openings in the shop division, provided they hold the necessary certificates at the time of the bid.

6.4) Plant maintenance men will not replace employees of the maintenance division, and likewise, employees of the maintenance division will not replace plant maintenance men of the shop division. Plant maintenance men shall have the right to bid on job openings in the shop division.

6.5) Supervisory employees shall not be permitted to perform work on an hourly rated job, except in the following types of situations:

- a) An emergency arising out of unforeseen circumstances which calls for immediate action;
- b) In the instruction or training of employees, including demonstrating the proper method to accomplish a task assigned.

6.6) Seniority of an employee shall continue while absent because of injury covered by Worker's Compensation.

6.7) 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.

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

6.9) The provisions of this Article shall not apply during the two-day period each year that inventory is conducted.

## **ARTICLE VII**

### **TRANSFERS AND PROMOTIONS**

7.1) Notice of available promotions shall be posted by equipment number, if applicable, for bidding by employees. Employees presently in the District where the vacancy exists shall be given first preference over all other employees. Bid notices shall be posted for five (5) working days and awards to the successful applicants made within three (3) working days following the closing of bids. Bids once posted shall be awarded unless none of the applicants meet minimum requirements of Section 7.2 below. Each employee shall be limited to one change of District in any twelve (12) month period. The Employer shall not leave equipment unassigned for the purpose of avoiding the provisions of this Article. Probationary employees are not eligible to bid on posted job openings.

7.2) In all cases of promotion of employees from one classification to another, the following

factors, when applicable, shall be considered:

- a) Length of continuous service;
- b) Knowledge, training, ability, skill and efficiency;
- c) Physical fitness; and
- d) Attendance record.

Where factors b), c), and d) are relatively equal, length of continuous service shall govern.

7.3) If a vacancy is of an emergency nature, supervision may designate an emergency substitute for a period not to exceed ten (10) working days.

7.4) Transfer by an employee to a lateral or lower classification will be limited to one (1) each twenty-four (24) months.

7.5) The successful bidder, if dissatisfied or demoted, shall within thirty (30) days from the date of the bid award notice possess the right to return to his former job. If the successful bidder exercises his right to return to his former job, the bid will be awarded to the next qualified bidder.

7.6) Heavy equipment vacancy will be made available for bidding to all maintenance division employees. Spare equipment operators and heavy equipment operators will be given preference. If there are no qualified bidders, the senior spare equipment operator will automatically fill the vacancy.

7.7) When for sufficient reason, an employee has not attained the top rate in his classification within one (1) year, he shall return to laborer.

7.8) Should demotion occur after the thirty

(30) day period, an employee shall be classified as a laborer.

7.9) Beginning with the first day of the payroll period succeeding the twentieth (20th) day from the bid award notice, the employee shall be paid the rate agreed upon for the classification, but shall still be subject to the thirty (30) day period provided above.

7.10) An employee may exercise his prerogative to refuse a promotion without loss of seniority or bias.

7.11) New employees, except employees of the Shop Division, shall be hired at the lowest classification and shall be advanced to the highest classification as outlined above, so long as the employee is capable of doing the work. No new employees shall be hired to fill a vacancy except at the lowest classification so long as seniority employees are capable of filling the position under the conditions outlined above.

7.12) Any employee assigned a job by transfer or promotion carrying a lower starting rate than the rate he received at the time of assignment shall continue to receive not less than rate received at the time of assignment, and shall continue to receive increases without interruption until the top of the working classification is received. This section shall not apply when an employee exercises his seniority to displace a less senior employee under Section 6.2 or is recalled from layoff under Section 6.2 or when an employee bids on a vacant position under Section 7.1.

7.13) Any employee promoted or assigned to a higher classification upon completion of a period

as provided under Section 7.8 shall receive not less than the minimum rate for the classification and shall continue to receive increases until he reaches the top rate for the classification.

7.14) Temporary jobs shall be posted and bid as provided in this Article. Such temporary jobs shall not be for more than a six (6) month duration.

7.15) In the absence of a bid holder, a foreman can direct any employee qualified to operate any equipment on an occasional use basis. The purpose and intent of this provision is not to displace any employee from his bid piece of equipment.

## **ARTICLE VIII**

### **CONTINGENT ASSIGNMENT**

8.1) It shall be understood that an employee unable to work on his bid job for any reason, including bid jobs of a seasonal nature, shall work at any duty assigned him by his foreman and shall not displace another employee with less seniority from a bid job. Job assignments shall be made at the beginning of the shift, based on the following factors when applicable:

- a) Length of continuous service;
- b) Knowledge, training, ability, skill and efficiency; and
- c) Physical fitness.

When factors b) and c) are relatively equal, the length of continuous service shall govern.

**ARTICLE IX**  
**PAYROLL DEDUCTION**  
**AND UNION SECURITY**

9.1) During the term of this Agreement, the Employer will honor written assignments 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 deductions 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."

9.2) 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 COPE funds.

9.3) 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, except seasonal employees, 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.

9.4) 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.

9.5) The Employer hereby agrees to honor contribution deduction authorizations from its employees who are Union members in the following form:

"I hereby authorize the Employer to deduct from my pay the sum of \_\_\_\_\_ for each hour worked and to forward that amount to the SEIU COPE PCC. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the SEIU COPE PCC are not conditions of employment with the Employer and that the SEIU COPE PCC will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections."

The Union will provide Employer with the necessary authorization card for purposes of the above paragraph.

## ARTICLE X

### HOURS - WORKDAY, WORKWEEK

10.1) Standard work week shall consist 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 period from the last Sunday in April to the Saturday prior to Labor Day.

10.2) The work week shall be forty (40) hours.

10.3) Overtime shall be computed on the basis of one and one-half (1 1/2) times the regular hourly rate:

- a) On all hours worked in excess of the scheduled hours of any particular day.
- b) On all hours worked in excess of the scheduled hours per week.
- c) Plant Maintenance Men, Central Service Center, shall receive one and one-half (1 1/2) times their regular hourly rate on all hours worked during any regularly scheduled holiday.
- d) In the event any law hereafter enacted requires overtime to be paid for hours in excess of a shorter work week than that established by this Agreement, the scheduled work week shall remain unchanged and overtime shall be paid as required by law.
- e) Scheduled hours shall be as follows:  
Sunday prior to Labor Day to last Saturday in April 7:30 a.m. to 3:30 p.m.



Last Sunday in April to Saturday prior to Labor Day 6:00 a.m. to 4:00 p.m. (See Note III)

10.4) The Employer shall have the right to add second and third shifts subject to the following provisions:

- a) Scheduled hours for the afternoon shift shall be 3:30 p.m. to 11:30 p.m. and scheduled hours for the night shift shall be 11:30 p.m. to 7:30 a.m. with the work week for the night shift starting at 11:30 p.m. Sunday.
- b) The Employer shall post the new shift(s) at least two (2) weeks in advance.
- c) Scheduling of afternoon and night shifts shall be limited to the period from the last Sunday in October to the last Saturday in April and the shift(s) shall run for a period of no less than four (4) weeks.
- d) Staffing for the afternoon and night shifts shall be in accordance with seniority by District. Following the initial award to the second or third shifts, an employee shall be limited to two (2) bumps per season.
- e) A shift differential of twenty cents (20¢) per hour for afternoon shift and twenty-five cents (25¢) per hour for midnight shift will be paid on all fixed shifts. (See Note II)

10.5)

- a) Lunch period shall be from 12:00 noon to 12:20 p.m. from the Sunday prior to Labor Day to the last Saturday in April, and from

11:30 a.m. to 11:50 a.m. from the last Sunday in April to the Saturday prior to Labor Day, with the exceptions known by the foreman.

- b) Employees working overtime hours will be allowed necessary breaks for meals; the breaks will be limited to one-half (1/2) hours in duration and taken at usual meal times, including midnight;
- c) During the period from the last Sunday in April to the Saturday prior to Labor Day, employees are entitled to two (2) 10-minute maximum coffee break periods, one in the morning and one in the afternoon, to be scheduled by their foreman.

10.6) It shall be incumbent on the part of employees to respond promptly to summons to work, including emergency employment. Failure to respond promptly to such summons, or to supply satisfactory reasons for failing to do so, shall constitute grounds for discipline, as follows:

- a) First offense - Verbal warning.
- b) Second offense (within three (3) years) - Written warning.
- c) Third offense (within three (3) years) - Three (3) day suspension without pay.
- d) Fourth offense (within three (3) years) - Five (5) day suspension or more, subject to discharge under ARTICLE IV., B. SUSPENSION AND DISCHARGE.

10.7) The Employer shall, at least ten (10) days prior to November 1st of each year, post

notice on the bulletin board in each warehouse requesting employees who desire overtime work preference during the next twelve (12) month period to sign the roster. Equipment assigned to employees who do not sign up will be available for use during overtime hours by those signing. Employees who do not sign up or who withdraw their name from the overtime roster may place their name on the list after a ninety (90) day waiting period, but will be charged with the highest overtime on the list at the time their name is returned. Overtime work will be equalized to the fullest extent possible among those whose names appear on the list. In equalizing said overtime, employees who fail to respond to a call for any reason other than when on vacation, authorized sick leave, or compensatory time shall be charged with twice the time they would otherwise have earned. The District Foreman, when practicable, will first exhaust such rosters before calling other employees for overtime work. A worker assigned to a work crew during regular hours will not be displaced in the event that work crew requires overtime.

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

10.9) Employees working in necessary continuous seven (7) day operations whose occupations involve work on Saturdays and Sundays shall be paid time and one-half for time worked other than the following scheduled work week as posted in advance.

The scheduled work week shall be forty (40) hours.

10.10) Any employee who reports for work on

a rainy day, during regular working hours and is not required to go out, shall receive a minimum of two (2) hours pay from the Sunday prior to Labor Day to the last Saturday in April, and shall receive a minimum of four (4) hours pay from the last Sunday in April to the Saturday prior to Labor Day. These employees shall be required to do any work that they shall be asked to do during these hours. (See Note I)

10.11) Employees called out to work outside their regular working hours, shall receive a minimum of two (2) hours pay for regular work days and four (4) hours pay for Friday during the scheduled 10 hour work days, Saturday, Sunday and holidays. On a two (2) hour call in, the employee may be required to work a one (1) hour minimum. On a four (4) hour call in, the employee may be required to work a three (3) hour minimum. An exception to this general rule is that employees called in on Thanksgiving Day, Christmas Day, New Year's Day, Labor Day, Memorial Day, Independence Day, and Easter Day shall be required to do only emergency work that is needed during these two (2) and four (4) hours respectively.

On weekends and holidays, each occasion called shall constitute a new four (4) hour work period, unless the employee is called out more than once during the same four (4) hours. The lapse from one day to the next at midnight shall not start a new period when the work assignment is continuous.

The four (4) hour call in period shall begin at 12:01 a.m. Saturday and end at 12:01 a.m. Monday for weekend assignments. Holiday assignments shall begin at 12:01 a.m. of the holiday and end at 12:01 a.m. of the following day.

## ARTICLE XI

### VACATIONS

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

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

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

11.4) 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 year to the next year provided such carried over vacation time does not exceed the time allowed for one (1) year.

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

11.6) An employee shall submit a written request to his foreman at least three (3) working days in advance of any anticipated vacation and shall notify his foreman at the beginning of the scheduled work day of any non-anticipated vacation time.

11.7) Employees shall be permitted to choose either a split or entire vacation, subject to the

exigencies of employment needs. Whenever possible, the employee shall have the right to choose the time of his vacation. Senior employees shall have first choice.

11.8) At the option of the employee, an employee who retires in accordance with the provisions of the St. Clair County Employee's 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.

11.9) 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 XXIII.

11.10) All fringe benefits shall cease when an employee is off the payroll, except as provided in Section 17.5 and Section 23.1.

## **ARTICLE XII**

### **LEAVES OF ABSENCE**

12.1) Leaves of absence may be granted at the discretion of the Employer. Leaves of absence in excess of four (4) scheduled work weeks must be approved by the Union. 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 in their District which occurred during their absence, except as otherwise

provided for in writing as a condition to granting such leaves of absence.

12.2) When an employee, following a leave of absence for any reason, including authorized sick leave of over thirty (30) days duration, returns to work after the beginning of work week, he shall not be permitted to return to his job until the next work week if by such return he will cause any employee who may have been reassigned from another job, as a result of such absence, to lose time in such work week. In the event the returning employee is not assigned to his job for the remainder of the work week, he shall be assigned to other work within his District if such is available.

12.3) It is understood between the parties that recalls, transfers, promotions, and assignment of employees returning from leaves of absence will be made as expeditiously as possible and with a minimum loss of time by the employees.

12.4) 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.

12.5) Any absence of an employee for duty,

including any absence for a single day or part of day, that 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. Any employee who absents himself for three (3) consecutive working days without leave shall be deemed to have resigned. The Employer shall notify the Union of such resignation.

12.6) 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.

12.7) 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.

12.8) Unpaid leave of absence will be granted to not more than three (3) union officials at any one time for the purpose of conducting union business. The Employer will not pay fringe benefits while these employees are on unpaid leave of absence. Unpaid leave of absence will be granted to not more than three (3) employees at any one time, elected or selected by the Union, to attend educational classes or conventions conducted by the Union. Such unpaid leaves of absence will require a minimum of three (3) working days notice by the employee to the Employer and will be limited to 120 hours per year for all employees. The Union shall reimburse the Employer for fifty percent (50%) of the associated fringe benefit costs during such leaves. For the purpose of this section, fringe benefits shall include: Hospitalization, Optical, Dental, Life Insurance, Vacation and Sick Leave.



ARTICLE XIII

SICK LEAVE

13.1)

- 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 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.

13.2) 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.

13.3) Any employee in the service of the Road Commission who retires in accordance with the provisions of the St. Clair County Employee's

Retirement Plan shall be paid sixty-five percent (65%) of his accumulated sick leave at the effective date of separation from employment.

13.4) In case of the death of an employee in the service of the Commission, payment of one hundred percent (100%) of his 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.

13.5) 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 Section, 13.5, 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.

13.6) 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 his Supervisor or Department Head 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 their District Foreman 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.

13.7) 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, or the length of his seniority, whichever is less.

13.8) An employee may take eighteen (18) personal hours off as sick leave, which shall not count as sick leave under Section 13.5. An employee shall submit a written request to his foreman at least three (3) working days in advance of any anticipated personal time off.

#### **ARTICLE XIV**

##### **SUPPLEMENTAL WORKER'S COMPENSATION**

14.1) 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 XV

### DRUG FREE WORKPLACE POLICY

15.1) 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, 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.

#### 15.2) 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.

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

2) A pattern of abnormal conduct or erratic behavior if witnessed and documented in writing by at least two (2) Supervisors trained in determining reasonable suspicion;

3) Conviction for a drug related offense or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking;

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

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

D) No random testing will be conducted.

15.4) 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.

15.5) 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 use 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.

15.6) 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.

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

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

15.9) In compliance with the Drug Free Work Place Act of 1988, St. Clair County Road Commission and Local 516M have adopted and have 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.

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

## ARTICLE XVI

### HOLIDAY PAY

16.1) 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 that case it will be on Mon-

day.

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.

16.2) 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 straight time rate, exclusive of night shift and overtime premium.

## ARTICLE XVII

### INSURANCE

17.1) The Employer agrees to provide hospitalization insurance and surgical fee benefits for all employees having continuous service 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.

17.2) The Employer will provide group life insurance of \$15,000 for each employee.

17.3) 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 sixty (60) days and for their dependents.

17.4) The Employer shall provide Michigan Blue Cross Blue Shield Human Organ Transplant Rider and Second Surgical Opinion Program, or equivalent, for all employees having continuous service of sixty (60) days and their dependents.

17.5) The Employer will continue to provide the benefits specified in ARTICLE XVII, 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 17.1 for sixty (60) days after an employee is off the payroll for medical leave or layoff.

17.6) The Employer will provide Extended

Disability Benefits as follows:

**EXTENDED DISABILITY BENEFITS:**

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 13.6 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.

17.7) A Dental Insurance Program will be provided for the employee and his family. This plan will cover 100% of Diagnostic and Preventive Services, 85% of Basic Restorative, Endodontics, Periodontics, Maintenance of Prosthodontics and Oral Surgery and 50% of Major Restorative and Installation of Prosthodontics with a maximum benefit per calendar year of \$1000 per person. This plan will also cover 50% of Orthodontic care with a lifetime maximum of \$750 per person and a \$50 deductible per person or a family deductible of \$150.

17.8) An Optical Insurance Program, selected by the Employer and the Union, will be provided. This plan will be designed to provide for periodic examination and purchase of vision correction devices.

17.9) 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 XVIII**

#### **TOOLS, CLOTHING AND PHYSICALS**

18.1) Mechanics and welders shall receive three hundred ten dollars (\$310.00) per year tool allowance.

18.2) Employer shall also provide two thousand dollars (\$2,000.00) fire insurance coverage for tools for those employees eligible for tool allowance. The Employer's liability for tools shall be limited to the furnishing of such insurance.

18.3) The Employer shall furnish one (1) pair of coveralls winter or summer per year for tar pourers, mechanics, welders, and members of the bridge crew, provided their old pair is returned. Sandblast operators and tar pourers will be furnished one (1) additional pair of coveralls per year provided their old pair is returned. In addition to the above, any employee not so included, will be provided one (1) pair of summer coveralls under this contract, within a reasonable time. Gloves will be furnished as needed.

18.4) The Employer shall provide a physical every 24 months as required by the Motor Carrier Safety Act.

### **ARTICLE XIX**

#### **LONGEVITY PAY**

19.1) 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.

19.2) 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.

19.3) 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.

19.4) The following schedule of payment shall apply:

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

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

19.5) 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.

19.6) Military Service time, after the successful completion of the probationary period, will be included as continuous service time in computation of future longevity payments, provided the employee returns to the employ of the Employer within one hundred twenty (120) days after release from military service with a branch of the U.S. Armed Forces.

19.7) Longevity compensation shall be a separate and distinct annual payment to those eligible employees but shall be considered a part of the regular compensation and as such subject to withholding tax, social security, retirement

deductions and all other deductions required by Federal and State Laws.

19.8) Payments to employees eligible on October 31 of any year shall be due on the last payday in the following November. The annual period covered to computation of longevity will be from November 1 of each year through and including October 31 of the following year.

## ARTICLE XX

### WAGE RATES

20.1) Each employee in the bargaining unit shall be paid the following schedule, effective March 1, 1992:

Classification	Rate Per Hour
<b>SHOP DIVISION</b>	
Mechanic Apprentice .....	14.570
Mechanic .....	14.633
Journeyman Mechanic .....	14.685
Master Mechanic .....	14.810
Welder Apprentice .....	14.570
Welder .....	14.633
Journeyman Welder .....	14.685
Master Welder .....	14.810
Paint Maint. Man - (Cntr.Serv.Cen.) .....	14.227
<b>MAINTENANCE DIVISION</b>	
Labor Foreman .....	14.570
Heavy Equipment Operator .....	14.394-14.570
Spare Equipment Operator .....	14.383
Skilled Laborer -(Special Assign.) .....	14.342
Skilled Laborer -(Tar Pourer) .....	14.342
Lt. Equip. Oper. -(Truck Driver) .....	14.227
Lt. Equip. Oper. -(Tandem) .....	14.258



Semi-Skilled Labr. -(Warehouseman) .....	14.030
Common Laborer .....	13.988
Rest Area Attendant .....	13.998
Tireman .....	14.342

20.2) A wage increase of four percent (4%) per hour will be granted to all employees effective March 1, 1993 based on the wage rates in effect at that time.

20.3) A wage increase of four percent (4%) per hour will be granted to all employees effective March 1, 1994 based on the wage rates in effect at that time.

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

20.5) Within the classification of skilled laborer - special assignment, there is a position of spare welder. The job will be filled by reasonable appointment.

## ARTICLE XXI

### MECHANIC CERTIFICATION OR WELDER QUALIFICATION

#### 21.1) Definitions: Mechanic Certification

- a) Test shall mean Mechanic Certification Exam conducted by State of Michigan.
- b) Certified shall mean the Certificate of the official representative of the State of Michigan stating employee has passed the test.
- c) Mechanic Apprentice:
  - 1) A new employee with no tests for a minimum of 120 days.
  - 2) Anyone holding a mechanic position with

no tests.

- 3) A new employee with tests will remain at this step for 120 days.
- d) Mechanic:
  - 1) All present mechanics would be grandfathered into this title.
  - 2) A mechanic apprentice would be upgraded to this title when he passes three (3) tests. Test to be selected at Shop Foreman's discretion.
- e) Journeyman Mechanic:
  - 1) A mechanic that has passed all 6 truck tests or all 8 car tests in the State of Michigan series.
- f) Master Mechanic:
  - 1) A mechanic that has passed all State of Michigan certification tests (13).

21.2) Definitions: Welder Qualification

- a) Qualification shall mean an actual hands on Welding Qualification conducted under the American Welding Society (A.W.S.) guidelines, as published in "Structural Welding Code" section 5, part c. Their qualifications will be conducted in our shop and witnessed by the shop foreman. Then samples will be tested by a testing laboratory to meet the criteria as set forth in A.W.S. Qualifications.
- b) The report from the testing laboratory verifies the qualification of the welder.
- c) Welder apprentice:

- 1) A new employee during his probationary period.
  - 2) A welder holding no required A.W.S. Qualifications.
- d) Welder:
- 1) When a welder has qualified in limited thickness vertical up and overhead positions as per A.W.S. Qualifications.
- e) Journeyman Welder:
- 1) When a welder has qualified in unlimited thickness vertical up as per A.W.S. Qualifications.
- f) Master Welder:
- 1) When a welder has qualified in vertical up unlimited thickness and overhead unlimited thickness per A.W.S. Qualifications, which qualifies them for all position welding.

21.3) The employee's increase in pay to start in the current pay period when the certificate is received. All state certifications or A.W.S. Qualifications must be kept current to keep title and pay. If a certification or qualification lapses, then title and pay will be decreased to the appropriate step, but in no case lower than the grandfather amount.

The State certification certificate will be presented to the Shop Foreman for verification, and a copy will be maintained in the mechanic's personnel file and on display in the Shop Foreman's office.

21.4) All tests will be paid for by the Employer. All testing will be scheduled by the Shop

Foreman to be taken during regular working hours.

The Employer will pay the cost of renewal; however, if certification lapses, the Employer will not pay for retesting.

## ARTICLE XXII

### DEFECTIVE EQUIPMENT, ACCIDENTS AND REPORTS

22.1) 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.

22.2) 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. The employee will be furnished with a copy of the report. For purposes of disciplinary action, no such accident shall be held against an employee's record for more than three (3) years.

22.3) 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. The employee will be furnished with a copy of the report initialed by the supervisor.

## ARTICLE XXIII

### DUTY-CONNECTED DISABILITY

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

- a) Vacation leaves under ARTICLE XI, up to a period of one (1) year from date of injury;
- b) Holiday pay under ARTICLE XVI, for holidays occurring within one (1) year from date of injury;
- c) Seniority under Section 6.6;
- d) Supplemental Worker's Compensation, under ARTICLE XIV;
- e) Insurance benefits under ARTICLE XVII shall continue up to one (1) year from date of injury.

23.2) 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 XXIV

### MANAGEMENT RIGHTS

24.1) The management and the direction of the working forces, including all responsibilities, powers, and authorities, such as (by way of example and not by way of limitation) the right to select, hire, promote, to discipline for just cause, to direct and determine the size of the working force, to schedule the work, the abandonment of any operation, the schedule of hours and shifts, the

granting of increases, promotion, demotion, layoff and recall, contracting or arranging for work to be done by others, and the establishment of reasonable work rules, except such as are specifically relinquished or modified by provisions of this Agreement, are the sole and exclusive rights and responsibilities of management vested in the Employer.

## ARTICLE XXV

### PROHIBITION OF STRIKES AND LOCKOUTS

25.1) 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.

25.2) 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.

25.3) 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 that 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.

25.4) 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 XXVI

### TERMS OF AGREEMENT

26.1) 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 the Agreement for changes or amendments or may terminate the Agreement by serving written notice on the other party of its desire to change, amend or terminate at least sixty (60) days prior to February 28, 1995.

26.2) 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 19th day of January, 1993.

BOARD OF COUNTY ROAD  
COMMISSIONERS  
COUNTY OF ST. CLAIR

Carl R. McCormick, Chairman

Janet C. Kitamura, Secretary

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

Bryan Hartman, President  
Charles Oles, Chief Steward

Nicholas Schmidt, Steward  
District No. 1

Frank Kovach, Steward  
District No. 2

Darrel Nelson, Steward  
District No. 3

Dennis Bringard, Steward  
District No. 4

Gerald Drake, Steward  
Shop



#### NOTE I

This will confirm the understanding reached during the 1992 labor negotiations regarding the manner in which Section 10.10 will be implemented:

1. If an employee reports for work but does not go out, the employee is guaranteed two (2) hours pay as per Section 10.10.
2. If an employee is sent home after assignments are made and if the employee is called back to work later, the employee shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times the employee's regular rate of pay, and at such rate for all hours worked on the call back.
3. If there is a reduction of work force during regular working hours (part of the work force is at home and part of the work force stays), the part of the work force that stays will be reassigned pursuant to seniority, except the sign shop, on a district basis, provided the senior employee has the ability to do the job.
4. Rainy day is understood and agreed to be a day in which the actual precipitation of rain on the day of the send home prevents the accomplishment of normal work and shall not be considered to be a violation of the normal work week.

#### NOTE II

This will confirm the understanding

reached during the 1986 labor negotiations regarding procedures to be used within Section 10.4.

AFTERNOON/NIGHT SHIFT  
PROCEDURES

**1. Condition:**

Use of unassigned shift equipment on an alternate shift, e.g., afternoon shift in operation and equipment breaks down or there is a need for other types of equipment or replacements. Source: regular shift equipment or vice versa.

**Procedure:** Occasional use is permissible.

**2. Condition:**

If an employee goes home while working overtime/status of his equipment.

**Procedure:** The employee's equipment becomes open for the next whole 8 or 16 hour duration.

**3. Condition:**

Sign crew consisting of foreman and truck driver/status if winter storm occurs.

**Procedure:** Both men will be assigned to the appropriate winter maintenance operations. The truck driver will take his normally assigned truck and the Labor Foreman will act as a supervisor or be assigned to a winter maintenance vehicle.

**4. Condition:**

Winter storm is in progress when night patrolman comes on duty at 11:00 p.m.

**Procedure:** He may be assigned as a winter maintenance operator or to assist the supervisor depending upon need.

### NOTE III

This will confirm the understanding reached during the 1992 labor negotiations regarding scheduling employees during the 4-10 hour workdays.

Management shall have the right to schedule up to two (2) crews per district, consisting of no more than four (4) bargaining unit employees each, (two (2) grader operators, a spreadman and a weighman), on a Tuesday through Friday schedule from the last Sunday in April to the Saturday before Labor Day.

Graders scheduled pursuant to this provision shall be by seniority on a district wide basis after posting at least two (2) weeks in advance. Grader positions will be posted for bid in accordance with these scheduling requirements.

These crews will be scheduled during aggregate haul only and to their own bid piece of equipment, if available.

During the duration of the scheduled Tuesday thru Friday crew, personnel from another district (except the weighman) shall not be assigned to the scheduled district on Monday or Friday without first offering the work assigned to bargaining unit employees within the districts.

## NOTES

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