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# AGREEMENT BETWEEN

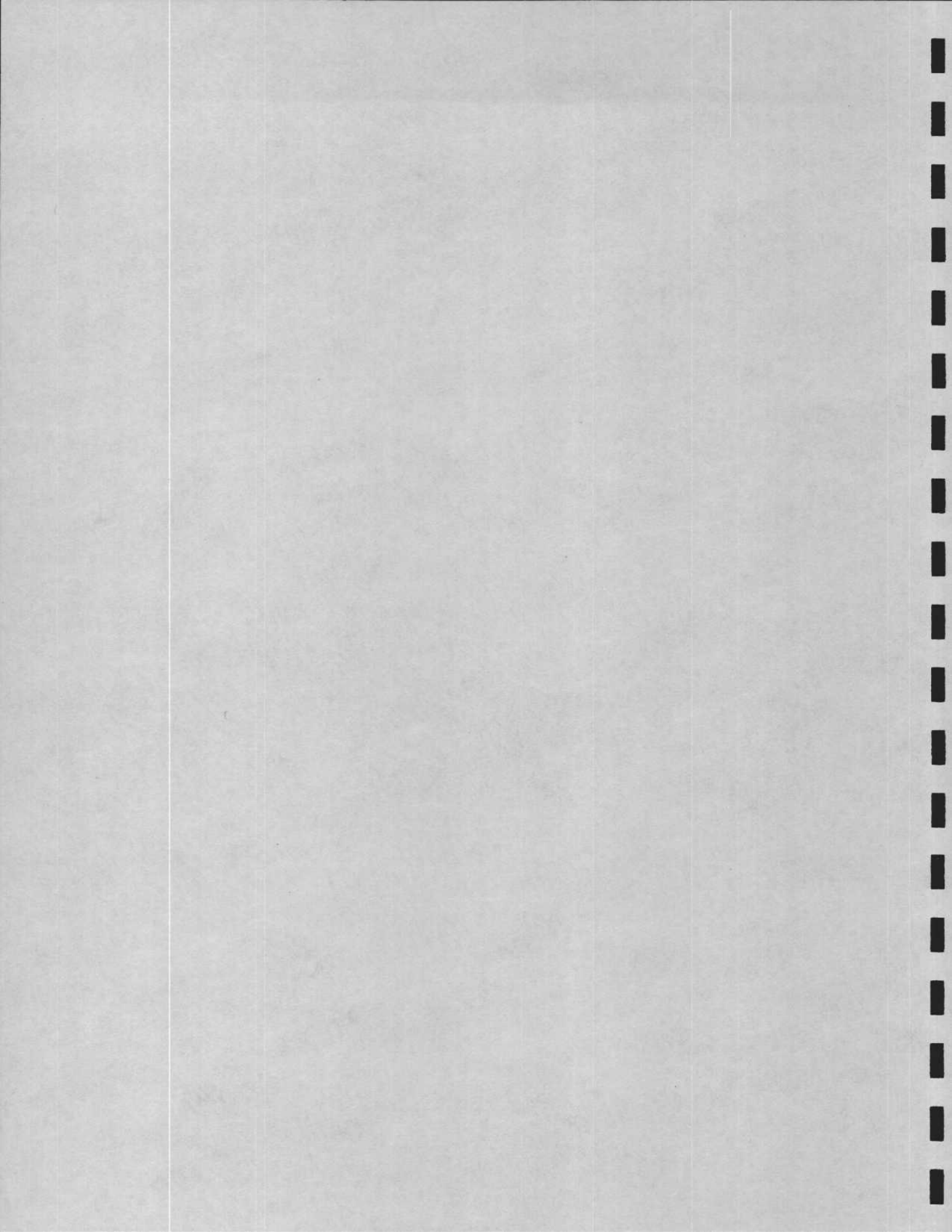
BOARD OF COUNTY ROAD  
COMMISSIONERS  
OF THE COUNTY OF GENESEE  
*and*  
LOCAL 496, CHAPTER 04

AFFILIATED WITH COUNCIL No. 25  
*of the*  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
(AFL - CIO)

*Geneee County Road Commission*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Effective Date: September 1, 1987  
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**GENESEE COUNTY ROAD COMMISSION**

**AGREEMENT**

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

**WITNESSETH:**

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

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

NOW, THEREFORE, the parties hereto agree as follows:

**PREAMBLE**

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

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

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

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

**ARTICLE I**  
**RECOGNITION**

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

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

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

**ARTICLE II**  
**UNION SECURITY AND UNION DUES**

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

**Section 2.** Employees who are members of the Union shall, after thirty (30) days of employment pay to the Union each month, the dues which have been certified to the Employer by the treasurer of the Union. The Employer agrees to deduct union dues uniformly required each month from the wages of those employees who individually request in writing on the standard authorization card that such deductions be made. The amounts to be deducted shall be certified to the Employer by the treasurer of the Union. The aggregate deduction of all members shall be remitted together with an itemized statement to the treasurer of the Union.

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

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

**Section 5.** The Employer will notify the Chapter Chairperson of the hiring of new employees within the bargaining unit.

### ARTICLE III

#### MANAGEMENT RIGHTS

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

- a. Manage and operate the departments and their business
- b. To maintain order and efficiency in its operations
- c. To hire, layoff, assign, transfer and promote employees
- d. To discipline employees, including suspension from work and discharge, for just cause
- e. To exercise control of all properties
- f. To install, modify or change methods of operations and work schedules consistent with this Agreement
- g. To make reasonable rules and regulations pertaining to employees consistent with this Agreement
- h. To exercise all other rights and privileges belonging to the Employer which are not modified or abridged by this Agreement

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

## ARTICLE IV

### REPRESENTATIONS

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

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

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

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

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

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

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

Stewards shall request permission to leave their jobs to investigate and adjust grievances and such permission shall, except in emergency situations, be granted without unreasonable delay.

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

The parties recognize that a steward may need a reasonable time within which to consult with a grievant. To that end the steward and grievant shall be entitled to a reasonable period of time for the purpose of determining the subject matter and circumstances of the particular matter then in dispute. The steward and the grievant may discuss the matter in a private place, the location of which shall be determined at the time considering the circumstances.



## ARTICLE V

### SPECIAL CONFERENCES

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

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

## ARTICLE VI

### GRIEVANCE PROCEDURE

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

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

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

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

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

- Step 1.** The employee shall first specify the grievance orally to the immediate supervisor. The immediate supervisor shall attempt to adjust the matter consistent with the terms of this Agreement as soon as possible, but within five (5) working days. If the employee so requests, the immediate supervisor will arrange to have the steward represent the employee. The employee will not be required to continue discussion of the grievance after he has given the facts to his supervisor if he does not desire to do so.
- Step 2.** Grievances which are not settled shall within (2) working days of the answer given as a result of step one (1) above be reduced to writing on the appropriate forms signed by the employee. A copy shall be given to the Division Head who shall give a written answer within two (2) regular working days to the grievant and to the Union.
- a. Prior to the time when the grievance is put into writing or during the course of the grievance procedure the Appeal Committee may review the facts on which the grievance is based or the claims made by the grievant with the supervisor.
  - b. When written answers to grievances are required, the answer, if favorable to the grievant, will describe what will be done in settling the grievance. If not favorable to the grievant, the answer will include whatever detail, dates and circumstances are involved and the reason(s) relied on by the supervisor for denying a grievance.
- Step 3.** An appeal may be taken from a decision of a Division Head to the Employer's Appeal Committee. Such appeal shall be in writing signed by the Chapter Chairperson and shall be delivered to the Personnel Director who will arrange a meeting between the Union Committee and the Employer's Appeal Committee within ten (10) working days, notice of which shall be sent to the Union within five (5) working days of said meeting. The Appeal Committee shall render its decision in writing within five (5) working days after the meeting.

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

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

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

## ARTICLE VII

### ARBITRATIONS

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

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

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

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

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

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

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

## ARTICLE VIII

### DISCIPLINARY PROCEDURE

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

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

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

Section 2. Any penalty which is more than one (1) year old will not be counted in determining the penalty for the next offense.

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

**Section 4.** In the event the Employer believes an Employee is involved in an infraction which may result in discipline, the employee will be called in, within three (3) working days of the infraction or within three (3) working days of the day the Employer learns of the infraction, whichever is appropriate, at which time the employee shall be advised of the alleged infraction and be given the opportunity to discuss the matter. At such time the employee may require the presence of a union steward. The Employer shall not impose discipline for infractions which the Employer was not aware of at the time of the infraction if more than three (3) working days has expired since the infraction; excepting that in the event such infraction involves criminal conduct and/or such conduct that merits discharge such infractions may be disciplined within the time limits provided herein from and after the Employer learns of such infraction.

**Section 5.** In the event the Employer assesses discipline, other than oral counseling, such discipline shall be assessed within three (3) working days of the meeting provided for in Section Four (4) above. When oral counseling is documented and made a part of the employee's personnel file, a copy will be furnished to the employee and the Union Chairperson. The discipline imposed shall be served upon the employee, either personally or by certified mail with a copy to the Union Chapter Chairperson and shall advise the employee of the reason for the discipline and except in cases of discharge, shall advise the employee of the possible consequences of further infractions.

## ARTICLE IX

### SENIORITY

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

- a. **Seniority Employees:** Employees who have acquired seniority, as hereinafter provided, upon completing their probationary periods.
- b. **Probationary Employees:** Employees hired with the understanding that they will become seniority employees by completing their probationary period, or who have been reclassified from temporary status.
- c. **Temporary Employees:** Employees that are hired for seasonal or temporary work shall not accrue seniority status while so employed. Upon reclassification as a probationary employee (as defined above) the time employed as a temporary or seasonal shall be credited toward the required probationary period. Individual temporary employees shall be limited to ninety (90) calendar days of employment during a calendar year. This shall not apply to special grant programs or traditional summer programs if the temporary grant or summer employees work in excess of ninety (90) calendar days provided further that it is the intent of the parties that temporary employees are for the purpose of supplementing the work force and/or to fill vacancies or openings on a temporary basis consistent with the provisions contained herein and not for the purpose of eroding the bargaining unit on a permanent basis.

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

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

**Section 4.** All new hires shall be required to complete a six (6) month probationary period before they shall acquire seniority status. Upon completion of this probationary period the employee shall acquire seniority dated back six (6) months from the day the employee completed the probationary period.

**Section 5.** Any employee hired as a probationary employee or any temporary employee reclassified as a probationary employee shall be entitled to all the benefits of this Agreement except in cases of those benefits that require a specified waiting period. There shall be no seniority among probationary employees. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment as set forth in Article I of this Agreement; however, the Union shall not represent probationary employees who have been disciplined or discharged, unless said discipline or discharge was for Union activity.

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

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

- a. Voluntarily resigns, retires, receives a pension under the Genesee County Retirement System, or is discharged for cause and the discharge is not reversed.
- b. Fails to report after layoff as set forth in the recall procedure. In proper cases, exceptions shall be made upon the employee producing convincing proof of an inability to return as required.

- c. Is absent from work for three (3) or more consecutive work days without notifying the Employer. After such unreported absence the Employer will send written notification by certified mail to the employee's last known address stating that because of such unreported absence the employee is considered to have resigned (voluntary quit) and is no longer employed by the Genesee County Road Commission. In proper cases, exceptions shall be made upon the employee producing convincing proof of an inability to give such notice.
- d. Does not report back to work by the expiration date of an approved leave of absence or an approved extension thereof. In proper cases exceptions shall be made upon the employee producing convincing proof of an inability to return as required.
- e. Accepts other employment while on leave of absence.
- f. Draws the retirement savings from the County Retirement Fund and does not replace the same according to the ordinance as passed by the Genesee County Retirement Commission.
- g. Is off the active payroll for a period exceeding twelve (12) months except in those situations wherein an employee is covered by paid sick leave, layoff, union leave, or military leave provisions provided elsewhere in this agreement.

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

## ARTICLE X

### LAYOFF AND RECALL

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

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

- a. The Employer will determine the classification(s) to be reduced within the affected division(s). Employees will be laid off according to seniority within classification. Employees affected by the layoff may use total bargaining unit seniority to bump laterally or downward to a classification where the employee has the skill and ability to perform the available work without further training. This does not refer to a normal and usual familiarization period which would enable an employee to locate files in a file cabinet, maps, supplies, tools, etc. In no event shall an employee be permitted to bump a higher classified employee.
- b. Employees placed on layoff status who had been promoted or transferred out of the bargaining unit or who had been promoted or transferred within the bargaining unit will retain bumping rights to the classification from whence they left to take said promotion or transfer, seniority permitting; their seniority being determined in accordance with Article IX, Section 3.

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

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

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



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

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

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

## ARTICLE XI

### VACANCIES, PROMOTIONS AND TRANSFERS

#### Section 1.

- a. The Employer will make every reasonable effort to see that employees who desire will receive equal opportunity to be assigned to temporary openings within the bargaining unit, as they occur, so that they will have this experience when vacancies occur. Other factors being relatively equal, the Employer will observe seniority in the filling of such vacancies. The Chapter Chairperson will be promptly notified of such vacancies when they occur.
- b. Absences of employees for any reason not exceeding thirty (30) working days will not be considered as creating a vacancy. The employer may designate a substitute or substitutes during such absences in accordance with section a above. If the absence will extend beyond thirty (30) working days the vacancy will be filled temporarily. Any employee who fills a temporary vacancy that will exist beyond thirty (30) working days shall, after ten (10) consecutive working days, commence receiving a rate of pay agreed upon for that classification that reflects an increase.
  - (1) Employees who complete the thirty (30) working day requirement in a particular higher classification as stated above will not be required to serve a subsequent waiting period before receiving the contractual rate of pay in that same higher classification.
- c. In the event additional selection devices are developed (such as written examinations, performance tests, etc.) the parties shall enter into negotiations regarding implementation and application of these new selection devices; at the the request of either party.
- d. The employer herewith agrees to fill all vacancies without regard to age, handicap, sex, marital status, race, creed, national origin political or union affiliation.
- e. That upon positions with the bargaining unit being available, the Employer shall give consideration to laid off employees within the bargaining unit who may otherwise be qualified to occupy said position. Laid off employees within the bargaining unit shall be given the opportunity to apply for said position.
- f. That in the event a laid off employee is offered a position and the employee accepts said position, said employee shall enter said position as a transferred employee and all contractual language relative to transfers shall apply to said employee.
- g. That the language contained herein applies to situations wherein a position within the bargaining unit becomes available and employees in equal or higher levels or classifications within the bargaining unit are on layoff status.

## Section 2. Promotions

- a. Available openings of a full time basis shall be posted for ten (10) working days so as to afford a reasonable opportunity for eligible employees within the bargaining unit to apply.
- b. The employer shall determine the minimal acceptable qualifications for the job providing such are actual prerequisites for doing the job. The minimal qualifications for the vacancy will be listed on the posting, along with the rate and range of pay.
- c. The Employer will not be obligated to consider a request from an employee during the employee's absence from work unless that employee submits the request in writing during the posting period. The Steward shall be allowed to submit a written request during an employee's authorized absence on behalf of the absent employee. Employees will not be considered for any vacancy unless said employee will be available for work in the vacant position on the date said position is to be filled or within a reasonable period of time thereafter dependent on prevailing circumstances within that department.
- d. Qualifications and all other factors being relatively equal, the senior employee in the bargaining unit who applies for the vacancy shall be afforded a sixty (60) calendar day trial period; provided however, that if the employee is unsatisfactory in the new position, the Employer may within the first sixty (60) calendar days, return the employee to the former position without loss of seniority. During such trial period the employee may voluntarily revert to the former status without loss of seniority.
- e. In the event an employee is promoted, the employee shall receive the rate of the new classification at the first step which will result in a minimum increase of \$5.00 per week. The employee shall establish a seniority date in the new classification for pay purposes and for the purpose of layoff and recall as provided for in Article X.
- f. In instances where promotional vacancies are unable to be filled through the above procedure, said vacancies will be filled through the established open selection procedures.

## Section 3. Transfers

- a. Transfers from one division to another may be made at the option of the Employer if the employee consents. Such transfers will not be subject to a bidding procedure.

- b. In the event an employee is moved to a lower classification, the employee shall receive the rate of the new classification at the first step which will result in a decrease in salary rate. The employee shall establish a seniority date in the new classification for pay purposes and for the purpose of layoff and recall as provided in Article X.
- c. Employees who request and are placed in a lower rated classification within the Bargaining Unit shall be ineligible to bid on a higher rated classification within the Bargaining Unit for a period of one (1) year from the effective date of their reclassification. Employees who request and are granted a lateral transfer within the Bargaining Unit will be ineligible for another lateral transfer within the Bargaining Unit for a period of one (1) year from the effective date of transfer.
- d. The Employer will promptly notify the Chapter Chairperson of all promotions and transfers within the Bargaining Unit.

## ARTICLE XII

### LEAVES OF ABSENCE

Section 1. A leave of absence, as provided for in this Article, is a written authorized absence from work on forms provided by the Employer. Such requests for a leave of absence shall be submitted in writing by the employee to the Division Head at least ten (10) working days in advance, except in emergency situations. The request shall state the reason for the leave of absence, the exact date on which the leave begins and the exact date on which the employee is to return to work. Authorization or denial for a leave of absence request shall be furnished to the employee in writing by the Employer. Additional requirements for specific leaves are included in the following sections dealing with that specific leave.

Failure to return to work on the date scheduled shall be cause for termination subject to the provisions of Article IX, Section 8. A further extension beyond the return date designated on the original leave of absence may be granted provided written application for such extension, containing the reason for the extension and the exact revised date on which the employee is to return to work, is made at least ten (10) days prior to the expiration date of the original leave of absence, except in those instances where it is not possible to meet the ten (10) day requirement; and such extension is approved by the Division Head. Approval or denial shall be furnished, in writing, to the employee by the Division Head. Prior to the approval or denial, a thorough investigation shall be conducted wherever possible.

It is understood by the parties that leaves of absence are to be used for the purpose intended and employees shall make their intent known when applying for such leaves. Employees shall not accept employment elsewhere while on leave of absence. Acceptance of employment or working for another Employer while on a leave of absence shall result in immediate termination of employment with the Road Commission.

## Section 2. Jury Duty Leave

- a. The Employer will pay any employee who serves on jury duty, or who has been called in to Court for such purposes, at his regular hourly rate for the hours required each day, not to exceed eight (8) hours. The employee shall reimburse the Employer to the extent of jury duty pay received from the Court. The employee shall be required to notify the Employer of the hour he is directed to appear and of the hour he has been released from such duty. The employee shall report for work in the event he shall be directed to appear from and after 10:00 a.m., and shall upon reporting for work be thereafter released within a reasonable time to enable such employee to report as directed by the Court. In the event the employee reports for jury duty or is called in to Court for such purpose he shall notify the Employer upon being released and shall if directed by the Employer report for work for the balance of his regular shift.
- b. Seniority employees shall continue to accrue seniority and benefits while on jury duty. Probationary employees shall have their probationary period extended by the length of time they are on jury duty leave. Those employees eligible to receive insurance benefits shall continue to receive those benefits while on jury duty.

## Section 3. Court Leave

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

## Section 4. Military Leave

- a. Any employee shall be granted an unpaid military leave of absence if they are currently employed by the Employer and are inducted into the Armed Forces of the United States either voluntarily or involuntarily.

1. Employees inducted into the Armed Forces of the United States either voluntarily or involuntarily, shall upon completion of such service, be reinstated to their former position or to a position of like seniority, status and pay providing that the individual does not serve for more than four (4) years plus one (1) additional voluntary extension of active duty if this additional service is at the request and for the convenience of the Government (and plus any involuntary service) and further providing that the individual be honorably discharged and be mentally and physically qualified to perform the former position. If the employee is disabled during military service and cannot perform the duties of the former position, the employee may be entitled to the nearest comparable job they are qualified to perform. Application for re-employment must be made within ninety (90) days after completion of military service or from hospitalization continuing after discharge for a period of not more than one (1) year.
  2. Employees, who are called for a pre-induction physical for the Armed Services, are to be granted pay for the day of the physical. Employees must request personal time or time without pay for time other than the day the physical is actually given or any succeeding physicals that may be required.
- b. Whenever employees, who are members of the National Guard or military reserve, are required by the Government to leave their work, they shall be entitled to a leave of absence for the period of time they are required by the Government to leave their work of not less than one (1) working day nor more than ten (10) working days in any contract year. Such employees will be paid a sum equal to eight (8) times their regular hourly rate for each day of such absence not exceeding ten (10) working days per contract year, subject to the following provisions:
1. The Employer will not pay any employee whose absence from work under this section is the result of the employee volunteering for such duty that requires him to leave work.
  2. The employee shall surrender to the Employer any military pay received by the employee covering the period of time the employee is to receive pay from the Employer, as provided above, prior to receiving said pay from the Employer.
- c. Employees on military leave are not eligible to continue insurance coverage except for those individuals outlined in subsection b.

- d. Employees other than those as outlined in subsection b who return from military leave shall commence to accrue benefits at the levels they would have received had they not entered service provided they meet all the provisions contained herein. In no case shall employees, other than those outlined in subsection b above, continue to accrue benefits while on military leave.
- e. An employee shall not lose seniority while on military leave if provisions in the above sections are met. The time counted in computing seniority shall include employment with the Employer prior to induction into the military service, a reasonable period between leaving his job and entering military service, not to exceed thirty (30) days, the entire period of his military service, and the period between his release from the service and his return to work.

#### Section 5. Bereavement Leave

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

#### Section 6. Union Educational Leave

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

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

**Section 7. Union Business Leave**

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

**Section 8. Educational Leaves**

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



**Section 9. Personal Leave**

- a. A personal leave of absence without pay may be granted employees for legitimate personal reasons by the Division Head.
- b. Employees will be granted a personal leave only if they have used all their personal time. Employees with vacation time available may take a personal leave without pay. The Division Head, however, may disapprove such requests for record keeping purposes.
- c. Personal leaves shall not exceed thirty (30) days and shall be arranged so that the number of employees absent at any one time from any one work group will not interfere with the necessary and efficient operation thereof.
- d. Seniority employees shall continue to accrue seniority and benefits while on personal leave. Those employees eligible to receive insurance benefits shall continue to receive those benefits while on personal leave.
- e. The Division Head in considering the requests for personal leave will take into consideration the nature of the reasons for the request. Priority among those who apply shall be given to those employees requesting personal leave for family illness or emergency type situations.

**ARTICLE XIII**

**WORK DAY AND WORK WEEK**

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

**Section 2.** The work week will commence at 12:00 midnight Friday and continue for one hundred sixty-eight (168) hours thereafter. The second shift will follow the first shift. The Employer agrees that if it establishes a third shift, it will negotiate with respect to a shift premium for that shift. Second shift employees will be paid a shift premium of three (3%) percent.

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

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

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

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

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

#### ARTICLE XIV

##### PERSONAL DAYS AND SICK AND ACCIDENT INSURANCE

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

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

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

#### Section 4. Personal Days

- a. Each employee shall be credited on January 1 of each year with five (5) work days of personal leave. As to the new employees such credit will be prorated as of the date of hire; provided however, said personal days may not be taken until said employee has completed the probationary period. The use of such days will not be restricted.
- b. Such personal days shall be noncumulative and of no cash value except in the following instance: If an employee has scheduled personal days off before the end of the year and due to schedule conflict, illness or accident, the employee was unable to use the days, employee will be compensated for days.
- c. To assure timely payment, it shall be the responsibility of the employee to make signed application for paid time off on forms prepared by the Employer. Such application shall be made and approved prior to the time off subject to the following:
  1. In cases of emergency such application shall be made not later than the day on which the employee returns to work.

#### Section 5. Sick and Accident Insurance

- a. The Employer shall provide each employee upon completion of his probationary period and at no cost to the employee, sick and accident insurance coverage which shall provide no less than the following coverage:
  1. Benefits payable as of the first day of lost time due to an accident, whether job related or not.
  2. Benefits payable as of the eighth (8th) calendar day of lost time due to illness whether job related or not.
  3. Benefits equal to sixty-six and two thirds percent (66 2/3%) of the employees regular gross wage as of the date of commencement of sick leave.
  4. Benefits payable, assuming continuing entitlement, for not to exceed three (3) years from date of injury or illness. For those employees hired after September 1, 1980, benefits will be payable, assuming continuing entitlement, for not to exceed length of service or three (3) years from date of injury or illness, whichever is lesser.
  5. To assure timely payment it shall be the responsibility of the employee to make signed application for such benefits on forms provided by the insurance carrier and available from the Employer.

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

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

## ARTICLE XV

### WAGES AND RATES

**Section 1.** The classification and compensation study and recommended action as prepared by the Office of Local Government Services, Michigan Department of Civil Service which has been adopted by the Employer and ratified by the Union and Employer is incorporated in this Agreement.

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

#### Section 3. Cost of Living

An automatic adjustment to the Cost of Living Allowance shall be made quarterly during the term of this Agreement according to the following provisions:

- a. A cost of living allowance will be determined in accordance with changes in the Consumer Price Index (all cities) published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100), and hereinafter referred to as the BLS Consumer Price Index.
- b. Effective with the pay period beginning on or after September 14, 1987, and quarterly thereafter, adjustment will be made in the Cost of Living Allowance as follows:

#### EFFECTIVE DATE OF ADJUSTMENT

#### BASED UPON

First pay period beginning on or after September 1, 1987, and at quarterly intervals thereafter.

Using the BLS Consumer Price Index of April, 1987, as the base and the BLS Consumers Price Index of July, 1987, as the basis for the first quarterly adjustment, and at quarterly intervals thereafter.

- c. In no event will a decline in the BLS Consumer Price Index below 337.7 (April, 1987, Index) provide the basis for a reduction in the wage scale.

- d. A Cost of Living adjustment of one (.01) cent per hour will be made for each 0.4 change in the Index.

<u>BLS - CPI</u>	<u>COST OF LIVING ALLOWANCE</u>
337.7	None
337.8 - 338.1	.01 per hour
338.2 - 338.5	.02 per hour
338.6 - 338.9	.03 per hour
339.0 - 339.3	.04 per hour
339.4 - 339.7	.05 per hour
339.8 - 340.1	.06 per hour
340.2 - 340.5	.07 per hour
340.6 - 340.9	.08 per hour
341.0 - 341.3	.09 per hour
341.4 - 341.7	.10 per hour
341.8 - 342.1	.11 per hour
342.2 - 342.5	.12 per hour
342.6 - 342.9	.13 per hour
343.0 - 343.3	.14 per hour
343.4 - 343.7	.15 per hour
343.8 - 344.1	.16 per hour
344.2 - 344.5	.17 per hour
344.6 - 344.9	.18 per hour
345.0 - 345.3	.19 per hour
345.4 - 345.7	.20 per hour
345.8 - 346.1	.21 per hour
346.2 - 346.5	.22 per hour
346.6 - 346.9	.23 per hour
347.0 - 347.3	.24 per hour
347.4 - 347.7	.25 per hour
347.8 - 348.1	.26 per hour
348.2 - 348.5	.27 per hour
348.6 - 348.9	.28 per hour
349.0 - 349.3	.29 per hour
349.4 - 349.7	.30 per hour
349.8 - 350.1	.31 per hour
350.2 - 350.5	.32 per hour
350.6 - 350.9	.33 per hour
351.0 - 351.3	.34 per hour
351.4 - 351.7	.35 per hour
351.8 - 352.1	.36 per hour
352.2 - 352.5	.37 per hour
352.6 - 352.9	.38 per hour
353.0 - 353.3	.39 per hour
353.4 - 353.7	.40 per hour
353.8 - 354.1	.41 per hour
354.2 - 354.5	.42 per hour
354.6 - 354.9	.43 per hour
355.0 - 355.3	.44 per hour
355.4 - 355.7	.45 per hour

355.8 - 356.1	.46 per hour
356.2 - 356.5	.47 per hour
356.6 - 356.9	.48 per hour
357.0 - 357.3	.49 per hour
357.4 - 357.7	.50 per hour
357.8 - 358.1	.51 per hour
358.2 - 358.5	.52 per hour
358.6 - 358.9	.53 per hour
359.0 - 359.3	.54 per hour
359.4 - 359.7	.55 per hour
359.8 - 360.1	.56 per hour
360.2 - 360.5	.57 per hour
360.6 - 360.9	.58 per hour
361.0 - 361.3	.59 per hour
361.4 - 361.7	.60 per hour
361.8 - 362.1	.61 per hour
362.2 - 362.5	.62 per hour
362.6 - 362.9	.63 per hour
363.0 - 363.3	.64 per hour
363.4 - 363.7	.65 per hour
363.8 - 364.1	.66 per hour
364.2 - 364.5	.67 per hour
364.6 - 364.9	.68 per hour
365.0 - 365.3	.69 per hour
365.4 - 365.7	.70 per hour
365.8 - 366.1	.71 per hour
366.2 - 366.5	.72 per hour
366.6 - 366.9	.73 per hour
367.0 - 367.3	.74 per hour
367.4 - 367.7	.75 per hour
367.8 - 368.1	.76 per hour
368.2 - 368.5	.77 per hour
368.6 - 368.9	.78 per hour
369.0 - 369.3	.79 per hour
369.4 - 369.7	.80 per hour
369.8 - 370.1	.81 per hour
370.2 - 370.5	.82 per hour
370.6 - 370.9	.83 per hour
371.0 - 371.3	.84 per hour
371.4 - 371.7	.85 per hour
371.8 - 372.1	.86 per hour
372.2 - 372.5	.87 per hour
372.6 - 372.9	.88 per hour
373.0 - 373.3	.89 per hour
373.4 - 373.7	.90 per hour
373.8 - 374.1	.91 per hour
374.2 - 374.5	.92 per hour
374.6 - 374.9	.93 per hour
375.0 - 375.3	.94 per hour
375.4 - 375.7	.95 per hour
375.8 - 376.1	.96 per hour
376.2 - 376.5	.97 per hour
376.6 - 376.9	.98 per hour
377.0 - 377.3	.99 per hour
377.4 - 377.7	\$1.00 per hour

- e. The amount of any Cost of Living allowance in effect at the time shall be included in computing overtime premium, vacation payments, holiday payments and call-in pay.
- f. In the event the Bureau of Labor Statistics does not issue the Consumers Price Index on or before the beginning of the pay period referred to in Section 3 (b), any adjustment required will be made at the beginning of the first pay period after receipt of the Index.
- g. No adjustment retroactive, or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS Consumer Price Index for any base month.

Section 4. In the event an employee's check contains an error and such error was due to Employer's error in inadvertence and such error is equal to at least one (1) day pay, such error shall be corrected within four (4) working days.

## ARTICLE XVI

### OVERTIME

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

- a. Time and one-half for all hours worked outside regular shift.
- b. Time and one-half for work performed on the following days as such: Saturday, and the day on which a listed holiday is legally celebrated when not the actual day thereof.

- c. Time and one-half for work performed on compensatory days off under Article XVIII, (Holiday Pay), Section 1 (b) and (c).
- d. Double time shall be paid for work performed on Sunday and on the actual date on which a holiday falls.

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

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

Section 4. All employees called out to work outside their regular working hours shall receive a minimum of two (2) hours pay.

## ARTICLE XVII

### VACATIONS

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

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

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

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

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

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

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



**Section 5.** On the last regular work day of each year, employees may apply for payment of any vacation or personal time request that the employer denied, if not used at some time during the year, if the denial would lead to a situation where vacation or personal time would be lost if not cashed in or used.

If due to a schedule conflict, an illness or an accident, the employee was unable to use the vacation days that are in excess of one years accumulation, the employee will be compensated for said days.

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

**Section 7. Vacation Leaves**

Vacation leaves are subject to approval of the Division Head and/or Department Manager and employees shall make advance application therefore on forms provided by the Road Commission and subject to the following:

- a. In case of emergency, when no advance application is possible, the employee shall make such application as soon as possible.
- b. Employees shall be permitted to choose either a split or entire vacation. Such vacation shall be so arranged and granted that the employee's absence from any department will not interfere with the necessary and efficient operations thereof. Subject to the foregoing, the employee shall have the right to choose the time of his vacation, but, if two (2) or more employees within the same department make simultaneous request for the same vacation time, the senior employee will receive preference.
- c. Subject to paragraph (b) above when an employee's vacation time has been scheduled and approved, no other employee, regardless of seniority, may cause that vacation time to be changed without the prior written approval of the employee whose vacation would be changed.

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

- a. Vacation pay accumulated to the end of the month preceding the month in which an employee quits or is discharged, will be paid to him in a lump sum; but said payment will not be made unless the employee, on the day he quits or is discharged turns over to the employer all keys, tools, identity cards and other property in his possession belonging to the Employer.
- b. Vacation pay accumulated to the end of the month preceding the month in which an employee retires will be paid to him on regular paydays until exhausted and his employment shall be deemed as terminated when the period covered by his vacation pay ends.

- c. Vacation pay accumulated to the date of death will be paid in a lump sum by issuance of a check payable in the name of the employee. The Employer accepts no responsibility with respect to the authority of any person to cash such check, provided that if the employee has filed with the Personnel Director of the County Road Commission a sworn statement as provided in the following statute then such vacation pay shall be paid in accordance with such statute, to-wit:

M.S.A. Section 17.272. "In case of the death of any employee, the Employer, including the State of Michigan and any political subdivision thereof only for the purpose of this section, may pay the wages due to such deceased employee to the spouse, children, father or mother, sister or brother of the deceased employee, preference being given in the order named unless the employee, by a sworn statement which has been filed with the Employer prior to death has established a different order, without requiring letters of administration to be issued upon the estate of said deceased employee and if such deceased employee shall not leave a spouse, children, father, mother, sister or brother surviving him, then the Employer may pay the wages due such deceased employee to the creditors of such deceased employee as follows: Undertaker, physician, hospital, boarding housekeeper and nurse, each their pro-rata share of wages due such employee, upon sworn statement of the amount due, without letters of administration being issued. And the payment of such wages shall be a full discharge and release of the Employer from the wages so due and paid."

(CL.48, Section 408.522; CL.29, Section 8500)

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

## ARTICLE XVIII

### HOLIDAY PAY

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

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

## ARTICLE XIX

### HOSPITALIZATION AND INSURANCE

**Section 1.** The Employer will make available to employees who apply for it, the Blue Cross - Blue Shield MVF-2 Plan with M/M option 1 and three dollar (\$3.00) co-pay drug rider. The Employer agrees to reimburse employees for deductible costs in excess of \$50 for one person/\$100 for two or more persons upon presentation of the receipts. The Employer will pay the full cost thereof including coverage for the employee himself and such coverage as is provided by the regular family-type policy, excluding any "rider-type" coverage, on a semi-private basis.

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

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

**Section 3.** The Employer shall make available to employees, a dental care policy providing 75% benefit (Class I) for Basic Dental Services; 50% (Class II) for Prosthodontic Dental Services; and 50% (Class III) for Orthodontic Dental Services with a \$600 maximum for Class 1 and II benefits. Payment for Class III benefits shall not exceed a lifetime maximum of \$1,000 per eligible person.

**Section 4. Life Insurance**

- a. The Employer will make available to employees group term life insurance coverage in the amount of Twenty Five Thousand (\$25,000) Dollars. Such additional term life insurance will include accidental death and dismemberment (AD&D) coverage.
- b. In addition to the foregoing, the Employer will make available to employees a Two Thousand (\$2,000) Dollar life insurance policy during active employment which provides a minimum guaranteed paid up value of Five Hundred (\$500) Dollars at retirement, in accordance with the terms of the policy.

**Section 5.** Such plans shall cease to be in effect when the employee retires, voluntarily resigns or is discharged for cause from the Road Commission. The employee shall have the opportunity to convert the group plan to an individual policy. Applications for conversion is the employee's responsibility and shall be made in the Personnel Office prior to the employee leaving the Road Commission.

**Section 6.** The Employer will make available to employees and their dependents vision care benefits with \$5.00 deductible for examinations and \$10.00 deductible for lenses and frames, with exams and lenses every twelve (12) months and frames every twenty four (24) months.

**ARTICLE XX**

**EDUCATIONAL REIMBURSEMENT**

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

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

- c. **Course work must be taken through an accredited college or Adult Education Program and must be job related. It is the understanding of the parties that the term "job related" will also encompass course work taken by the employee in order to provide that employee with the necessary academic training to qualify for regular promotional opportunities within the Genesee County Road Commission.**
- d. **Seminars and workshops and other training sessions which do not provide credit are excluded.**
- e. **Employees must satisfactorily meet academic requirements ("C" or equivalent for all undergraduate course work and "B" or equivalent for all graduate course work). In courses that do not provide a letter or numeric grade, a statement must be presented, signed by an authorized representative of the program or school, that the employee satisfactorily completed the requirements of the course.**
- f. **Reimbursement per employee is limited to \$1,000 per calendar year for tuition expenses for approved courses within that calendar year. In no instance will a refund exceed the employee's actual expenditures nor will reimbursement be issued for expenses also being reimbursed through other sources (for example, scholarships, G.I. Bill, etc.). Fees and payment for books, supplies, transportation, parking, meals, recreational activities and graduation are excluded.**

**Section 2.** In order to be eligible for reimbursement employees must make application for educational reimbursement through the Personnel Office on designated forms. Such application should be submitted in triplicate, as soon as possible but under no circumstances will an application be approved if it is not submitted by the employee to the Personnel Office within two (2) weeks following the first day of class. It is the sole responsibility of the employee to submit the application to the Personnel Office by this deadline. Upon receipt of the application a determination will be made by the Division Head in conjunction with the Personnel Director, as to whether the employee and the course work meet program eligibility requirements. Thereafter the number two (2) and number three (3) copies of the application form will be returned to the employee within five (5) working days signifying a determination under the educational reimbursement program.

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

## ARTICLE XXI

### GENERAL

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

- a. Employees will not remove or deface any bulletin or other information posted by the Employer without permission from the Employer.
- b. The Employer will not remove or deface any notice or bulletin or other information posted by the employee concerning a bona fide activity and properly signed by an authorized union official.

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

**Section 3.** The Employer will issue paychecks on Thursday of every other week. If the Accounting Division should be unable to have the checks ready at that time, the checks will be delivered on Friday.

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

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

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

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

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

## ARTICLE XXII

### RETIREMENT

**Section 1.** All employees covered by this Agreement shall be members of the Genesee County Retirement System and shall receive retirement and survivor benefits in accordance with the provisions of the Genesee County Retirement System ordinance with the following modifications:

- a. The retirement allowance factor for the first twenty-five (25) years of service will be 0.02.
- b. The retirement allowance factor for each year of service after the twenty-fifth year of service will be 0.01
- c. Retirement may be taken after twenty-five (25) years of service with no attendant age restriction.
- d. Retirement may be taken at age 60 years or older and eight (8) or more years of credited service.
- e. Retirement may be taken at age 55 years or older and vested with required number of years of credited service.
- f. The employee's contribution to the retirement system shall be six (6%) percent of his gross annual compensation.
- g. If a member retires prior to his attainment of age 60 years, as provided in section e above, the pension portion of his retirement allowance provided in section 25 (a) (1) or (a) (2) of the Retirement Ordinance shall be reduced six-tenths of one percent multiplied by the number of complete months the date of his/her retirement precedes the date he/she would attain age 60 years.

## ARTICLE XXIII

### NO STRIKE CLAUSE

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



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

#### ARTICLE XXIV

##### SAVINGS CLAUSE

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

#### ARTICLE XXV

##### TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of September 1, 1987, and shall remain in full force and effect without change, addition or amendment from September 1, 1987 through August 31, 1990, and shall automatically renew itself from year to year thereafter, provided that either party hereto may reopen the Agreement for changes or amendments or may terminate the Agreement by serving written notice on the other party of its desire to change, amend or terminate at least sixty (60) days prior to August 31, 1990.

## JOB RE-EVALUATION PROCEDURE

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

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

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

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

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

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

The Job Evaluation Committee shall consist of:

1. D. A. McRill, Manager-Director
2. S. H. Taylor, Personnel Director
3. Labor Attorney
4. B. Burling, AFSCME Representative
5. Two (2) Union representatives designated by the Union
6. Raymond E. Knott, Personnel Director, Genesee County or his designee

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

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

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

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized officers and agents this 17<sup>th</sup> day of March, 1988.

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

BY: Billy J. Busching

BY: Sandra L. Royce-Glasson

BY: James T. Klette

BY: Jose Marie Herrmann

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

BY: Don McNeil

BY: J. H. Taylor

BY: \_\_\_\_\_

SCHEDULE "A"

EFFECTIVE SEPTEMBER 1, 1987

<u>Salary Grade</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
1	422.40	429.40	438.40	446.40	454.40
2	442.40	453.40	465.40	476.40	487.40
3	459.40	472.40	485.40	497.40	510.40
4	480.40	494.40	507.40	521.40	535.40
5	502.40	518.40	533.40	547.40	562.40
6	528.40	545.40	564.40	582.40	600.40
7	562.40	582.40	602.40	621.40	641.40
8	600.40	621.40	644.40	666.40	687.40
9	641.40	666.40	691.40	715.40	739.40

Salary Grade 2 - Typist Clerk

Salary Grade 3 - Account Clerk I, Receptionist

Salary Grade 4 - Account Clerk II, Office Clerk, Engineering Aide I

Salary Grade 5 - Secretary, Engineering Aide II

Salary Grade 6 - Senior Accountant, Claims & Safety Technician

Salary Grade 7 - Engineering Aide III, Weighmaster, Maintenance Coord.

Salary Grade 8 - Permit Specialist

Contract will be reopened in third year for wage negotiations.

LETTER OF UNDERSTANDING

1. The Employer agrees to the necessity of updating present wage and salary program and will begin a study on or before September, 1988. Present positions will be re-evaluated, job descriptions re-written as necessary, and wages steps will be reviewed. The results of the Study will be negotiated with union. Any changes or updates to the present wage and salary program must be approved and adopted by the Genesee County Road Commissioners.

LETTER OF UNDERSTANDING

between

Genesee County Road Commission

and

AFSCME, Local 496-H

It is hereby mutually agreed between the parties hereto amend the current bargaining Agreement dated March 17, 1988, as follows:

**Government Service**

Employees may apply in writing to the Retirement Coordinator to receive credit for other governmental service for credited service purposes for retirement only under the provisions of Section 12a (1) (b) (9) of Act No. 156 of the Public Acts of 1851, as amended by Act No. 507 of the Public Acts of 1982, being Section 46.12a of the Compiled Laws of 1970. The employee must meet all the qualifications and conditions outlined in the above Act. Employees wishing to pay monies into the retirement system may utilize a payroll deduction whereby monies paid on a bi-weekly basis using the following schedule:

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

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

**Military Buy Back Time**

Employees may apply in writing to the Retirement Coordinator to receive credit for military service for credited service purposes for retirement only under the provisions of Section 12 a (1) (b) (15) of Act No. 156 of the Public Acts of 1851, as amended by Act No. 507 of the Public Acts of 1982, being Section 46.12a of the Compiled Laws of 1970. The employee must meet all the qualifications and

conditions outlined in the above Act. Employees wishing to pay monies into the Retirement System may utilize a payroll deduction whereby monies may be paid on a bi-weekly basis using following schedule:

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

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

Effective January 1, 1988 when an employee selects a beneficiary option at the time of retirement and the beneficiary is subsequently removed as a result of death, the retirement selection shall automatically revert to Straight Life Allowance.

FOR THE EMPLOYER

L. N. Taylor 4-14-88  
DATE  
Dore McRell 4/14/88  
DATE  
\_\_\_\_\_  
DATE

FOR THE UNION

Billy J. Buehij 4/14/88  
DATE  
Sandra Rozym-Gasson 4-14-88  
DATE  
James T. Klette  
DATE  
Jose Maria X. Herrmann 4/14/88  
DATE



