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AGREEMENT

between

**BOARD OF COUNTY ROAD
COMMISSIONERS
OF THE COUNTY OF GENESEE**

and

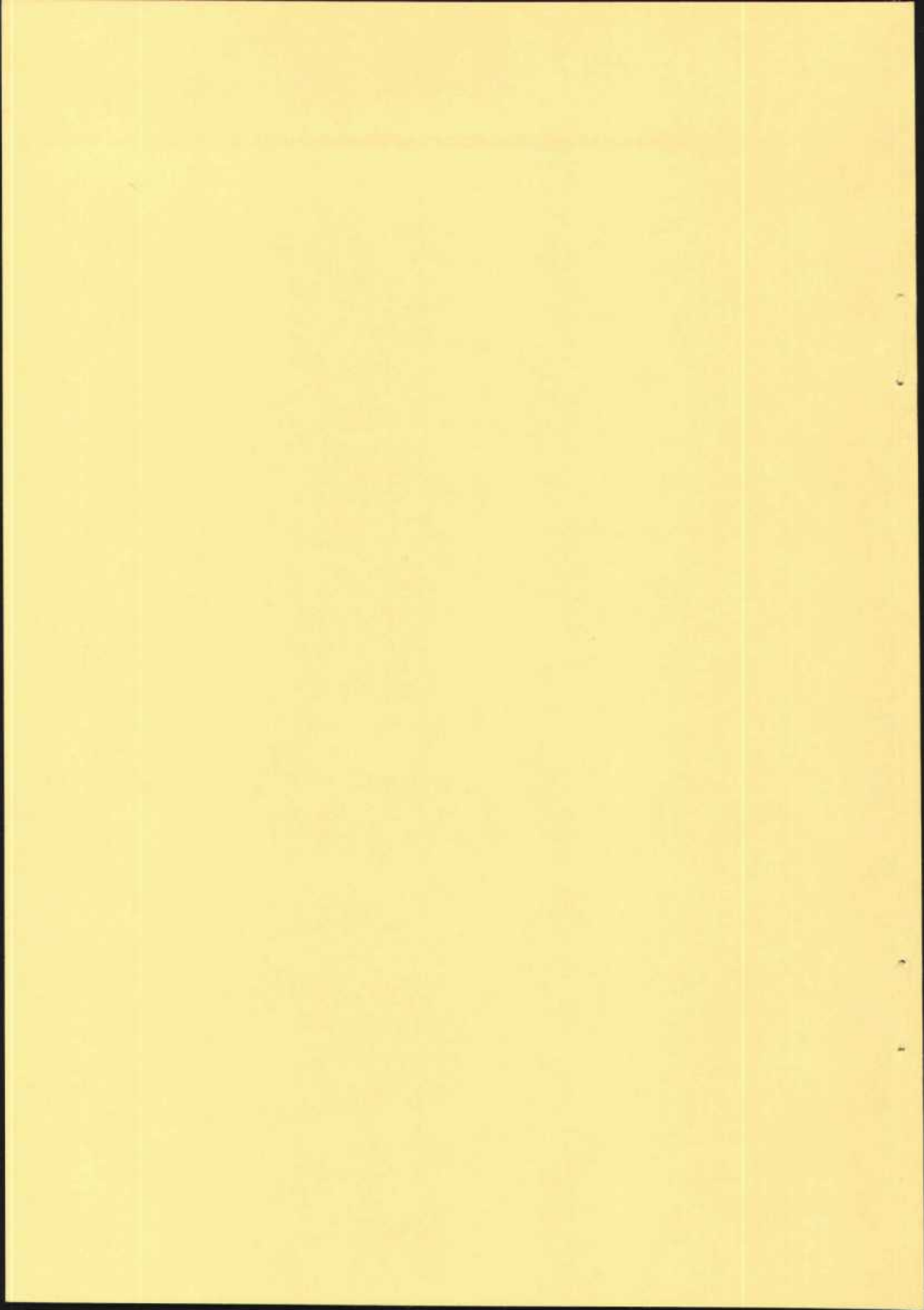
**LOCAL 79
SERVICE EMPLOYEES
INTERNATIONAL UNION
AFL-CIO**

Effective Date:
Renewal Date:

AUGUST 28, 1987
AUGUST 27, 1990

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Genesee County Road Commission



AGREEMENT

Between

GENESEE COUNTY ROAD COMMISSION

And

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 79, AFL-CIO

TERM: August 28, 1987

Through: August 27, 1990

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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 Service Employees International Union, A.F.L.-C.I.O. and Local 79 thereof, hereinafter referred to as the "Union".

WITNESSETH:

That, in consideration of the mutual covenants 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 race, creed, color, handicap, national origin, sex, age or political affiliation or beliefs.

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

ARTICLE I

RECOGNITION

Section 1. The employer recognizes the Union as the exclusive representative of all regular hourly rated employees who are employed in the classifications listed in Schedule A 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. Supervisory employees are excluded from said unit. Temporary employees are likewise excluded.

ARTICLE II

UNION SECURITY AND UNION DUES

Section 1. It shall be the policy of the Employer to honor reasonable written requests for continuing deductions from the payroll to be paid to a third party. In the case of Union Dues and Initiation Fees, such requests will be honored after not less than thirty (30) days of employment by the probationary employee making the request, and the remittance will be accompanied by a statement of the names of the employees for whom deductions are made. Initiation Fees will be deducted in not more than three (3) installments.

Section 2. 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 an amount equal to the Union's regular and usual initiation fees and dues. As to new employees said payments shall commence thirty-one (31) days following the date of employment.

Section 3. With regard to the above union security, initiation fees 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.

ARTICLE III

MANAGEMENT RIGHTS

Section 1. The Employer herewith retains and reserves all powers, rights, duties and responsibilities conferred upon and/or vested in the Employer by the laws of the State of Michigan; the United States of America, or by action of the Genesee County Board of Road Commissioners including but not limited to, unless otherwise specifically herein excepted or otherwise provided for, the right to manage the operation of the Road Commission; the right to maintain order and efficiency in its operations and to exercise control over all of its property and facilities; the right to hire, lay-off, assign, promote or discipline employees.

ARTICLE IV

REPRESENTATION

Section 1. All employees covered by this Agreement shall be represented for the purposes of grievance procedure and negotiating by a Bargaining Committee to be chosen by the Union.

Section 2. The Bargaining Teams of both Union and Employer may be composed of not more than five (5) members without mutual consent, which shall not be unreasonably withheld if a larger number is requested by either party. The Union shall notify the Employer, in writing, of the names of the Union Bargaining

Team with their alternates, if such exists. During the Contract Negotiations only, the Employer shall pay three (3) members of the Unions Bargaining Team their regular rate not to exceed eight (8) hours per regular work day, while engaged in negotiations. The names of those entitled to such payment shall be served upon the Employer prior to commencement of such negotiations.

Section 3. Committeemen and Stewards shall be governed by rules in the grievance procedure or by others mutually established. Meetings of Committeemen and Stewards with Supervisory personnel, or of the Bargaining Committee with Commission representatives, shall be held at times mutually convenient. Committeemen and Stewards will receive their usual compensation when such meetings are held during their regular working hours. A written agenda shall be furnished by the Bargaining Committee forty-eight (48) hours in advance of such meetings.

Section 4. The names of the Committeemen, 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 the Union may attend meetings of the Bargaining Committee, as such, with representatives of the Employer.

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

ARTICLE V

SPECIAL CONFERENCES

Section 1. Special Conferences will be arranged between the Chairman of the Union and the Personnel Director upon the request of either party, provided however, that such conferences shall not be held sooner than every three (3) months and shall not be held more often than three (3) times per calendar year unless otherwise mutually agreed.

Section 2. Such meetings shall have no more than three (3) 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.

Section 3. Special Conferences shall not be called for the purpose of discussing specific pending grievances.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Any employee having a specified grievance shall take the matter up with his foreman, who shall attempt to adjust the matter, consistent with the terms of this agreement, as soon as possible. If the employee so requests, the foreman will arrange to have his Committeeman or Steward (as the case may be) represent him, providing this does not result in unduly delaying or interfering with normal operations. 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.

Section 2. Discussion and settlement of grievances and other work related union business will be handled during the last half hour of the work day unless other arrangements are made, but in cases of emergency requiring immediate action, they will be discussed at the time of the occurrence.

Section 3. Grievances which are not so settled shall be reduced in writing on appropriate forms signed by the employee. A copy shall be given to his Maintenance Superintendent or his Equipment Foreman, who shall attempt to settle the matter and shall give his answer within two (2) regular working days.

- a. Prior to the time when a grievance is put into writing, or during the course of the grievance procedure, any member of the Bargaining Committee may review the fact on which the grievance is based, or the claims made by the grievant, with the appropriate Department Head.
- b. When a grievance is put into writing there will be included, or attached in writing, sufficient information so that it will be readily possible to determine the identity of the grievant(s), the dates when the grievance(s) occurred, the facts of the situation which created the grievance and other such information as will make it plain what the facts are which are claimed as the basis of the grievance. Inadvertent omission of facts will not prejudice the processing of the grievance.
- c. When written answers to grievances are required and the grievance complies with Paragraph 1 above, the answer, if favorable to the grievant, will describe exactly what will be done in settling the grievance. If not, the answer will include whatever details, dates and circumstances are involved, and the reason(s) relied on by the supervisor for denying the grievance.

Section 4. If the grievance is not settled by the Maintenance Superintendent or Equipment Foreman, it shall then be submitted to the Department Manager who shall arrange a meeting within three (3) regular working days to discuss the grievance. He shall give his answer, in writing, within two (2) working days after said meeting.

- a. If the grievance is not settled at this step, it shall then be submitted to the Maintenance Department Manager who shall arrange a meeting within three (3) regular working days to discuss the grievance. The Maintenance Department Manager will give his answer in writing within two (2) regular working days after said meeting.

Section 5. An appeal may be taken from a decision of the Maintenance Department Manager to the Commission's Appeal Committee, consisting of the Personnel Director, Manager-Director and the Road Commission Labor Attorney, when necessary. Said appeals shall be in writing, and shall be delivered to the Personnel Director, who will arrange a meeting between the Union Committee and the Commission'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 date. The Appeal Committee shall render its decision, in writing, within five (5) working days after the meeting.

Section 6. Both the Union and the Commission shall have the right to request the presence of any and all parties involved in a grievance at any step of the grievance procedure.

Section 7. A Committeeman and/or the employee involved may take an appeal to the next step in case a grievance is not settled in any of the foregoing steps. Committeemen may handle grievances in all steps of the grievance procedure, but if there is no Committeeman in a particular Department, employees may be represented by a Steward designated by the Union in handling grievances with the Equipment Foreman or Maintenance Superintendent, in accordance with prior practice. Such Stewards will receive their usual compensation while handling grievances during normal working hours.

Section 8. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer.

Section 9. Grievances not presented to the foreman within ten (10) scheduled working days of their occurrence, or within ten (10) scheduled working days of when the occurrence first became known or should have become known will be deemed abandoned, and grievances not appealed from one step to the next within five (5) scheduled working days from decision at any step will be considered settled on the basis of the last decision. The time limits contained in this section may be extended by written agreement between the Chairman of the Committee and the Personnel Director.

Section 10. 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. Said time limits may be extended by written agreement between the Chairman of the Committee and the Employer.

Section 11. Notwithstanding any provision of Article VI, the Union may commence any grievance not arising from the daily work routine directly with the Department Manager level of the grievance procedure as set forth in Section Four (4) of Article VI.

ARTICLE VII

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 nor preclude the employee from instituting the Grievance Procedure provided for within this Agreement.

Section 2. If discipline is to be issued the Employer will not consider discipline issued more than twelve (12) months prior to the date of the discipline presently issued in determining the extent of the discipline to be given.

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 given the opportunity to discuss the matter. At such time the employee may require the presence of the union steward from his Department, if available, otherwise he may require the presence of the nearest available Committeeman; provided however, that 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. The discipline imposed shall be served upon the employee, either personally or by certified mail with a copy to the Union Unit Chairman and shall advise the employee of the possible consequences of further infractions.

Section 6. The Employer herewith commits itself to a policy of non-discrimination in all its activities and declares itself to be an equal opportunity employer, as such policy may be determined and as may be amended from time to time to comply with appropriate requirements imposed by state or federal law.

ARTICLE VIII

ARBITRATION

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 Article VI, the Union may, within fifteen (15) working days from the conclusion of the last step in said Article, request the appointment of an Arbitrator by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules then obtaining.

Section 2. All such requests for arbitration shall be in writing, and served by registered or certified mail, upon the Personnel Director of the Road Commission and upon the American Arbitration Association and shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated, and the basis on which such violations are claimed. If not so requested within said fifteen (15) day period, the matter shall be considered settled on the basis of the last preceding disposition thereof.

Section 3. Not more than one (1) grievance or dispute may be submitted in 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. 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 fees and wages of the representatives, counsel, 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 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) days prior to the date the grievance was submitted in writing.

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 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.

Section 9. It is further agreed that in all cases of any unauthorized strike, slow-down, walkout or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members during the first twenty-four (24) hours. While the Union shall undertake every 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 member shall not be entitled to or have any recourse to any other provision 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 any recourse to any other provisions of this Agreement.

ARTICLE IX

SENIORITY

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

- a. Regular hourly-rated employees are those who have acquired seniority, as hereinafter provided, upon completing their probationary periods.
- b. Probationary employees are those hired at an hourly rate with the understanding that they will become regular employees by completing the probationary period, or who have been reclassified from temporary status.
- c. Temporary employees are those hired at an hourly rate for seasonal or temporary work with the understanding that they are ineligible for regular status, unless they are later reclassified as a probationary employee, at which time employment in a temporary status shall be credited toward the probationary period.

Section 2. Any employee retained as a temporary employee for one (1) year or more shall automatically be placed on the seniority list and be classified as a regular employee.

Section 3. Any employee hired as a probationary employee, or any temporary employee reclassified as such, shall not be entitled to benefits of this Agreement and there will be no seniority among such employees for the first ninety (90) calendar days of their employment, with the understanding that absence from work shall extend the probationary period accordingly. Probationary employees shall not be eligible for vacation days until they have completed at least one (1) year of continuous employment. Upon completion of this probationary period the employee shall acquire seniority dated back ninety (90) calendar days from the day he or she completed the probationary period.

Section 4. There shall be no seniority among probationary employees. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement, provided however a probationary employee who has been laid off or discharged shall not have recourse, either by himself or through the Union, through the grievance procedure, excepting in cases wherein it is alleged that the lay off or discharge was based upon Union activity.

Section 5. When an employee acquires seniority his name shall be placed on the seniority list. An up-to-date seniority list shall be made available to all employees for their inspection, by posting where practical or by satisfactory equivalent method. Seniority will be in accordance with a list to be agreed upon. A copy of the current seniority list shall be furnished to the Unit Chairperson each time such list is prepared or updated.

In the event of a lay-off and there appears two or more employees, after all other considerations are applied, with first - equal seniority and second - identical hire in dates, then and in that event each employees' standing on the lay-off list will be governed by the last four (4) digits of each employee's social security number with the lowest number being laid off last. Recalls shall be made in reverse order of lay-offs.

Section 6. Employees of the Equipment Department shall not perform duties assigned to the Maintenance Department; provided however Equipment Department employees may be assigned to perform duties performed by Maintenance Department employees; provided further however, that said assignment of such Equipment Department employees shall be temporary in point of time and shall not result in any employee of the Maintenance Department losing time thereby. This provision shall apply equally to Maintenance Department employees assigned to perform Equipment Department duties. Employees of the Maintenance Department may be required to aid a mechanic and/or make minor repairs, provided that such assignments shall be temporary in point of time and shall not result in any mechanic losing time thereby.

Section 7. Supervision shall not regularly perform bargaining unit work; provided that Supervision may temporarily perform bargaining unit work under circumstances that does not result in loss of time for bargaining unit employees and/or such circumstances that promote the efficient disposition of the work to be performed. Circumstances allowing supervision to perform bargaining unit work shall include emergencies and demonstration of equipment; provided further that in the event four (4) or more continuous hours of scheduled work becomes available and there is a laid-off employee who is qualified to perform such work, said laid-off employee, if immediately available by telephone, shall be called in to perform such duties.

Section 8. Seniority will be lost and the employee terminated if the employee:

- a. Voluntarily resigns or is discharged for cause.
- b. Fails to report for work, after layoff, within five (5) working days from the date he is recalled. Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address. If such recall occurs in excess of six (6) months from the date of layoff, the Employer may grant additional time within which to report for work upon the request of the employee due to extenuating circumstances within the discretion of the Employer. Any such request shall be made within five (5) days of the date the employee has been directed to return to work.
- c. Is absent from work for three (3) or more consecutive work days without notifying the Employer.
- d. Does not report back to work by the expiration date of his leave of absence or approved extension thereof.
- e. Accepts other employment while on leave of absence (not including layoff) except as provided in Article XII, Section 6 (a).
- f. Is off the active payroll for a period exceeding twelve (12) months, excepting those situations wherein an employee is covered by paid sick leave, layoff or military leave provisions, provided elsewhere within this Agreement.

Section 9. The right to reemployment 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 seniority as provided by law.

Section 10. In the event an employee is promoted to a position outside the bargaining unit, the employee may thereafter request that he be returned to the bargaining unit. No such requests shall be granted unless and until an opening, not otherwise subject to being filled by others in the bargaining unit, is available. Nothing contained herein shall operate to negate the right of the Employer to return said employee to his former classification as provided elsewhere in this agreement. Provided further, that nothing contained herein shall operate to require, upon request of said employee, the employer to fill vacancies and/or openings not otherwise intended to be filled.

ARTICLE X

LAYOFF AND RECALL

Section 1. In the event the Employer determines that a layoff is necessary the Union shall be so notified at least two (2) weeks in advance of such layoff. In the event of layoff employees with the least seniority shall be laid off first and those with the highest seniority shall be called back first. The right of an employee to be recalled from layoff based upon seniority shall be equal, in time, to the length of his seniority or thirty-six (36) months whichever shall be shorter. In the event of layoff all benefits, except sick and accident benefits, provided an employee, pursuant to this contract shall remain in force and effect, as to such laid off employee, for a period of one (1) calendar month following the end of the month in which the layoff occurred. 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 premiums therefor and to that extent such employee may do so by paying to the Employer 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 transmit the required sums to the Employer within such time said premiums are due and shall and hereby does hold the Employer harmless from his failure to pay such premiums timely.

Section 2. Layoffs and recalls will be based upon seniority, within Departments, provided the senior employee has the ability to do the work required within such Departments. An employee's seniority date shall not be affected as the result of a transfer from one Department to another or change in classification within the bargaining unit. The senior employee may enter any lower classification, within his Division, the duties of which he is capable of performing, or he may displace any other employee with less seniority, in his own classification or a lower classification on a Division-wide basis, provided he has the ability to do the work required, but may make only one bump unless

subsequently again laid off. The Employer will not, except in isolated instances or emergencies, use an employee in a classification in which he is not classified if another employee with seniority is laid off therefrom. Employees will be returned to their own Departments before any other laid off employees with less seniority in the classification from which the senior employee was laid off are recalled by said Departments. Employees who exercise their seniority under this section will be paid at the rate of the job they are assigned to, not less than the highest rate attained by the employee when previously in the classification assigned to, or less than a rate in the same relative position within the range as he held in the classification prior to his promotion, to the one from which he was laid off.

Section 3. An employee who is hereafter promoted to a position outside the bargaining unit and is thereafter laid off due to a reduction in work force, can return to a position within the bargaining unit under the following circumstances and conditions:

- a. That the employee was and had been continuously employed by the Employer since said employee left the bargaining unit.
- b. Time spent outside the bargaining unit will not be considered as time worked for the purpose of eligibility to return to the bargaining unit provided further that time spent outside the bargaining unit shall not be considered for the purpose of exercising any rights relating to job preference within the bargaining unit.
- c. That the employee, subject to (b) above has accumulated sufficient seniority to enable him to replace an employee within the bargaining unit with lesser seniority.
- d. Employees exercising their rights hereunder shall be limited to returning to either Equipment Operator I or Mechanic I classifications, whichever is applicable to the employee.
- e. Employees exercising their rights hereunder shall be restricted from exercising their seniority rights in applying for positions within the bargaining unit for a period of one (1) year from the time said employee returned to the bargaining unit.

Section 4. In the event of a lay off and upon the request of the employee, the employees unused vacation time and personal time 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 lay off. 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 lay off.

ARTICLE XI

VACANCIES, PROMOTIONS AND TRANSFERS

Section 1. The employer will make every reasonable effort to see that employees who indicate they would like the opportunity receive equal opportunity to be assigned to temporary openings within a higher classification within their Department as they occur so that they will have this experience when vacancies occur. Other things being equal, the Employer will observe seniority in the filling of such vacancies.

Section 2. In recognition of the situation wherein employees within the same classification may be funded from different sources it is further provided that the bidding procedure herein described shall be limited to employees who are funded from the same source as the position for which bids are invited. Upon the Employer inviting bids for a vacancy or job opening and the posting procedure reaches a stage wherein no bids are received from qualified bidders for a given position, the vacancy or job opening will then be filled by the low seniority employee within the same funding source from a Department of the Employer's choice.

- a. When the job opening is in a lower rated classification, the above provisions will apply only in instances in which the employee can show, supported, if required by the Employer, by a certificate from a doctor designated by the Employer, that there are urgent physical reasons for changing to such classification.
- b. Employees who are placed in a lower classification on the basis of the selection or who are transferred within the same classification shall not make any further request to change classifications for a period of one (1) year from the date of reclassification.
- c. Promotions to the classification of Mechanic II from Mechanic I are not subject to the provisions of this section and may be made at the discretion of the Division Head whenever he is satisfied that the employee has the necessary qualifications.

Section 3. Vacancies and job openings in a division will be posted in each Department and District Headquarters location of that Division for a period of at least five (5) consecutive working days before being permanently filled. Position postings shall include classification of position, district location (garage) and qualifications required to fill said position. During the posting period, employees within the classification posted, who desire to be considered for said vacancies or job opening, shall notify their department manager, in writing, of such desire.

After the posting period, if requests as indicated above are received, the employer will fill the position within ten (10) working days by assigning the highest seniority employee having filed his or her request as provided above; providing however said employee shall have the ability to perform the work required.

Nothing contained herein is intended to mean and/or infer that requests to fill vacancies and/or job openings may be made by others than those occupying the same classification as the position vacant or open. Further, nothing contained herein is intended to reflect upon or amend the language as provided in Article XI, Section 6 of this agreement.

Postings for promotional purposes shall be designated as such and shall be processed separate and apart from the above transfer language.

Section 4. Temporary absences of employees due to sickness, or vacations of any duration, or personal leaves of absences not exceeding thirty (30) days, will not be considered as creating a vacancy, and supervision may designate a substitute during such absences. In the event such a leave exceeds thirty (30) days, such vacancy may be filled temporarily for not to exceed thirty (30) work days. Any employee who fills a vacancy in a higher classification as a temporary substitute in excess of fifteen (15) days, shall upon the sixteenth (16th) work day commence receiving the rate of pay agreed upon for the classification to which the employee is assigned. Employees who accept such assignments for training and/or orientation purposes shall not be entitled to the provisions cited herein until such time as his immediate supervisor approves his ability to perform beyond the training and/or orientation stage.

Section 5. Upon promotion to a higher rated classification, the employee will be on probation for the first sixty (60) days and may be removed from said classification at any time during such period if the Employer finds he is not qualified. In such case, he will be returned to his former classification, without prejudice, at the rate he was previously paid.

Section 6. Transfers from one Department to another may be made at the option of the Employer if the employee consents, but such transfers will not be subject to the bidding procedure. Employees may refuse such transfer or promotion without loss of seniority.

ARTICLE XII

LEAVES OF ABSENCES

Section 1. 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, step-parents, brother, sister, grandchildren, step-children, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law for the purpose of making funeral arrangements and/or attending the funeral. An employee may be required to substantiate deaths occurring outside Genesee County.

Upon request, an employee may be granted a leave for the purpose of attending a funeral out of state, said leave to be without pay, provided, however, that the employee may charge said leave to vacation time.

Section 2. Jury Duty Leave

The Employer will pay any employee who serves on jury duty, or who has been called into the Courts 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 has been 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 into Court for such purposes 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.

Section 3. Educational Leaves

- a. Leaves of absences 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 4. Personal Leaves

- 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 requests for personal leave will take into consideration the nature of the reason for the request. Priority among those who apply shall be given to those employees requesting personal leave for family illness or emergency type situations.

Section 5. Employment during leaves of absence

Employees shall not engage in employment during personal leaves without pay excepting that in the event such personal leave without pay is granted on account of illness and/or is granted as an educational leave said employee may acquire outside employment provided that:

- a. In the event of educational leave the employee is enrolled at an accredited institution.
- b. In all cases enumerated above the employee shall be required to request permission for outside employment prior to accepting and/or engaging in said outside employment which said request may or may not be granted at the discretion of the Employer.
- c. In the event of educational leave and in recognition that the purpose of an educational leave is to be enrolled, primarily, in educational programs, an employee, if outside employment is approved, shall not work in outside employment in excess of two (2) times the number of hours spent in such educational program.

Section 6. Military Leave

Whenever employees who are members of the National Guard or military reserve are required by the Government to leave their work for training purposes, they shall be entitled to a leave of absence from their annual vacation leave, for the period of time (not less than one (1) day or more than two (2) calendar weeks in any contract year) during which they are engaged in such active defense training. Such employees will be paid the difference between the gross daily military pay and a sum equal to eight (8) times the employee's regular hourly rate for each day of such absence (not including riot duty), not exceeding ten (10) working days per year.

Section 7. Union Business

Upon written request by an authorized officer of the union, the Employer will authorize members of the Committee and the President of the Local, if an employee of the Employer, to be absent from their job without pay, for not to exceed five (5) consecutive working days for the purpose of handling Union Business. Further, the Employer, upon such written request, will authorize not to exceed two (2) employees who have been elected as a delegate to a convention of the Union to be absent from his job for not more than ten (10) regular work days for the purpose of attending such convention, providing the following conditions are met:

- a. 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 requests 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.

Section 8. Union Leave

Upon written request by an authorized Officer of the Union, the Employer will authorize the absence, without pay, of employees who have been elected or appointed by the Union to do work for the Service Employee Union and related strictly to the activities thereof. Such leaves will be for a maximum period of two (2) years and will be renewed for like periods only by mutual agreement of the parties hereto. No 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 ninety (90) 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 leaves, but this shall not be the basis of acquiring other benefits under this Agreement.

Upon an employee of the Genesee County Road Commission being elected to the Retirement Commission, the Employer will authorize with pay the employee to attend meetings, conferences, conventions and seminars held during the regular work day. Said meetings must be called, and/or approved by the Retirement Commission.

ARTICLE XIII

PERSONAL DAYS AND SICK AND ACCIDENT INSURANCE

Section 1. Paid Sick Leave

- a. Each eligible hourly rated employee shall be credited, on January 1, of each year with five (5) work days of sick leave. As to new employees, such credit will be pro-rated as of the date of hire, provided, however, that said sick days may not be taken until said employee has completed their probationary period. The use of such days will not be restricted.
- b. Such sick leave shall be non-cumulative. The Employer shall pay, to each eligible employee who has completed his probationary period, for any personal day request the employer denied, if not used at some time during the year, if the denial would lead to a situation where the personal time would be lost if not cashed in at the end of the year, or if an employee is on extended sick leave or any extended leave of absence or upon termination of employment.

- c. In case of absence due to illness, the Department Manager may, if he deems it advisable, require the employee to submit to a physical examination by the Employer's doctor. The Employer will pay for any such examination which it requires.
- d. To assure timely payment, it shall be the responsibility of the employee to make signed application for paid sick leave on forms prepared by the Employer, not later than the day on which the employee returns to work or the end of the pay period for which he requests payment of paid sick leave, whichever is sooner.

Section 2. Sick and Accident Insurance

The Employer shall provide, each regular hourly rated 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 employee's regular gross wage.
4. Benefits payable, assuming continuing entitlement, for not to exceed three (3) years from date of injury or illness, or length of service whichever is the 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 3. 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 XIV

WORK DAY AND 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 shall designate. Notice will be posted two (2) weeks in advance of seasonal changes made in the starting times of both of 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. Second shift employees will be paid a shift premium of three percent (3%) per hour and will work eight and one-half (8 1/2) hours including a one-half (1/2) hour unpaid lunch period.

Section 3. 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 4. 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 he is then assigned, will be notified as far in advance as possible, but not later than the day before his assignment to the new shift.

Section 5. Employees to be absent from, or late for reporting to work at the beginning of his scheduled starting time, shall notify his Department Manager or immediate supervisor by telephone or other means before the beginning of his scheduled starting time.

Section 6. Shift preference will be determined by seniority within the bargaining unit provided the employee is in the same classification and provided the employee has the ability to perform the work required at the time. Request for changes shall be submitted prior to December 1, of the preceding year and will take effect the first full pay period in the year or as soon as possible thereafter. Shift preference may be exercised in the event of vacancy without regard to time limits in "one" above and provided an employee has the ability to perform the work required at the time. A request for any shift change must be submitted in writing to the Personnel Office. Shift changes may be made by mutual agreement between the employee and the Department Head if they work within the same department.

ARTICLE XV

WAGES AND RATES

Section 1. Effective August 29, 1987, the classification and rates of pay therefor, shall be as set forth in Schedule A, attached hereto and made a part hereof.

Section 2. The advancement of employees covered by this Agreement from starting to top rate in any classification shall be governed by the wage progressions stated in Schedule A.

Section 3. Any employee called out to work outside his regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate as outlined in Article XVI, Section 1. Said time shall commence at the time of punching in.

It is recognized that occasions occur wherein an employee will be at his garage before his starting time and is there of his own volition. In such instances occasions arise wherein the employer will ask the employee if he wishes to perform some task and the employee indicates he will. In such event the employee shall be paid at the rate of time and one half only for the time actually worked. Such instances shall not be considered as a call-in.

It is further recognized and agreed that call-in pay shall not apply to an employee who has punched out but is still on the premises and is requested to perform a particular task. In such instance, he shall be paid at the rate of time and one-half for time actually worked. In such instances such time shall be considered as ordinary overtime and not call-in.

Section 4. Cost of Living

The Cost of Living Allowance will be continued on the basis of the following provisions:

1. 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.
2. 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:

<u>EFFECTIVE DATE OF ADJUSTMENT</u>	<u>BASED UPON</u>
First pay period beginning on or after September 14, 1987, and at quarterly intervals thereafter.	BLS Consumer Price Index as of July, 1987, and at quarterly intervals thereafter

3. 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.
4. The amount to the Cost of Living Allowance for any three (3) month period under paragraph 2 above, will be in accordance with the following table:

<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

and so forth with 1¢ adjustment for each 0.4 change in the Index.

5. The amount of any Cost of Living Allowance in effect at the time shall be included in computing overtime premium, vacation payments, and call-in pay.
6. 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 Paragraph 2 any adjustment required will be made at the beginning of the first pay period after receipt of the Index.

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

ARTICLE XVI

OVERTIME

Section 1. All employees covered hereby shall be subject to call for overtime work and shall report for such work when directed to do so. In case of illness, and for other good and sufficient reasons, an employee will be excused by their immediate supervisor. Overtime work will be compensated on the following basis:

- a. Time and one-half for all hours worked outside the normal shift. Time and one-half for work performed on the following days as such: Saturdays, and the day on which a listed holiday is legally celebrated when not the actual date thereof. Time and one-half for work performed on compensatory days off under Article XVIII (Holiday Pay), Section 1 (b) and (c). Double Time for work performed on the actual date on which a holiday falls. Double Time for Sundays.
- b. 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 2. The Union recognizes that the nature of the Employer's work and the seasons during which it must be performed are such that temporary employees are necessary during the peak period in the summer months. The Union further recognizes that it is necessary to use such temporary employees on work where they can be closely supervised in order to obtain their optimum use, including, particularly, construction work which may involve overtime work. The employer, for its part, agrees that it will be its policy, without prejudice to its requirements under the foregoing principals, to use as many regular employees on such work as is practicable when such assignment does not interfere with other work to be performed. However, on Saturday, Sunday, Holidays and Emergency Call-Ins, the Employer will offer same to available regular employees who regularly report to the Department location that the work is to be performed from in preference to temporary employees thereof. Overtime assignments under this section shall be subject to the grievance procedure where the employee claims that the intent of this section has been violated.

Section 3. Overtime hours will be equalized to the fullest extent practicable either within classification within department within division or within department within division at the option of the employees within each department. For the purposes of this Section the Departments and Divisions referred to are as follows:

**Equipment Department
Districts**

1. Machine Shop
2. Automotive - First Shift
3. Automotive - Second Shift

**Maintenance Department
Districts**

1. Montrose
2. Otisville
3. Atlas
4. Linden
5. Special Projects
6. State Trunk Lines
7. Bridge Crew
8. Sign Shop
9. Swartz Creek
10. Coldwater

Each Maintenance Superintendent or Equipment Foreman will endeavor to equalize overtime on a fair and equitable basis by offering overtime to the employee with the least overtime hours previously offered; the intent being to offer overtime on an equal basis as possible. The Employer shall, monthly, post an accounting of overtime offered and overtime worked as to each employee. Between monthly postings an employee's record of overtime offered and worked or not worked may be reviewed by a Committeeman or Steward upon request.

ARTICLE XVII

VACATIONS

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

Section 2. Vacation leave with pay 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 will be credited with vacation time equivalent to two (2) regular work weeks at the end of each year during their first four (4) years of employment. After each subsequent year of employment up through nine (9) years

employees will be credited with vacation time equivalent to three (3) regular work weeks. After nine (9) years of employment, employees will be credited with vacation time equivalent to four (4) regular work weeks. After eighteen (18) years of employment, employees will be credited with vacation time equivalent to five (5) regular work weeks. It shall be permissible for an employee to carry vacation time from one year to the next year provided 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.

In the event an employee is on extended sick leave or any extended leave of absence, vacation time may be cashed in at the end of the year if the sick leave or any extended leave caused a situation where vacation or personal time would be lost if not cashed in or used.

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

Section 7. Vacation Leaves

Requests for vacation shall be made upon forms provided by the Employer and shall be made within not less than two (2) working days of the time requested. Requests for vacation shall be deemed to have been approved if not disapproved within two (2) working days of the request. Requests for vacation shall be 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 vacations shall be so arranged and granted that the employees 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 or more employees within the same department make simultaneous request for the same vacation time, the senior employee shall receive preference.

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 was discharged, turned 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 the next regular paydays until exhausted and his employment shall be deemed as terminated when the period covered by his vacation payment ends.
- c. Vacation pay, accumulated to the end of the month preceding the month in which an employee dies, 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 shall have 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 said statute, viz:

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 names unless the employee, by 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)

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 holidays:

New Years Day, the last scheduled workday before New Years Day, President's Day, Good Friday, Memorial Day, Independence Day, July 5th, or the next scheduled workday after Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, and the last scheduled workday before Christmas. For the purpose of this Agreement, Veterans Day shall be considered to fall on the fourth (4th) Monday in October of each year.

- b. When a listed holiday fall on Saturday, employees will be given a compensatory day off on the last regularly scheduled workday preceding such holiday.
- c. When a listed holiday falls on Sunday, employees will be given a compensatory day off on the following Monday.
- d. Employees working on a holiday, 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 work the last preceding workday before a holiday and the first succeeding workday after a holiday or be on an approved paid leave of absence if absent on either of said days.
- f. In the event an employee is recalled from layoff status and he either was paid the value of accumulated leave credits, at his request or has been paid the value of accumulated leave credits pursuant to Article XVII, Section 8 and said employee requests approved leave either the day before or the day after a holiday and has no accumulated leave credits to which said day before or day after the holiday may be charged the employer may approve said day before or day after said holiday for the purpose of qualifying said employee for Holiday pay.

It is the intent of the parties that the language herein provided for shall apply only to employees having been recalled from layoff status and who at the time of the occurrence of a holiday have no accumulated leave credits and shall be limited to the period of time between recall and the following January 1st of the succeeding year. It is further the intent of the parties that said employee may request approved leave for either the day before or the day after a Holiday but not both.

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 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 M/F-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.
- b. The Employer shall make available to employees who apply for it, a Dental Care Policy and shall pay the monthly premium for each employee covered not to exceed Thirty-five dollars (\$35.00) per month. In the event such premium exceeds Thirty five dollars (\$35.00) per month, at such time, the Employer and employee covered shall share equally all sums in excess of Thirty-five dollars (\$35.00) and in such event the employee herewith authorizes payroll withholding to the extent of one half (1/2) of premium costs in excess of Thirty-five dollars (\$35.00) per month.

Section 2. The Employer now makes available to employees a Two Thousand Dollar (\$2,000.00) Life Insurance Policy during active employment which provides a minimum guaranteed paid up value of Five Hundred Dollars (\$500.00) at retirement, in accordance with the terms of the policy and under the terms described in memorandum to Regular Hourly-Rated Employees dated December 29, 1960. Likewise, the Employer also makes available to such employees an additional Group Term Life Policy in the amount of Twenty-five Thousand Dollars (\$25,000.00).

Section 3. The Employer will make available for all future Hourly-Rated retirees a Five Thousand Dollar (\$5,000.00) term life insurance policy upon retirement.

ARTICLE XX

GENERAL

Section 1. Bulletin board shall be erected in all garages for the use of the employees who shall be provided with keys for same. Bulletin Boards shall be used for posting notices of bona fide employee activities only. No such notices shall be posted elsewhere on Commission 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.

Section 2. A reasonable length of time shall be granted employees to clean up before the end of the day.

Section 3. Bituminous Distributor Operators will purchase their own heavy gauntlet-type gloves and, in the same manner, will be reimbursed for not to exceed two (2) pairs per year. Such reimbursement will be made in the month following the month in which such purchases are made and such bills and receipts must be submitted within ten (10) days of purchase. Reimbursement will be at cost to the operator, not to exceed \$2.75 per pair of gloves.

Section 4. If the job requires 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 Department 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 prescriptions 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 5. All regular hourly rated employees shall be given an adequate supply of gloves made of heavy duty cotton flannel to be distributed on January 1, of each year. Gloves shall be distributed to new hourly rated employees pro-rated in relation to hire-in date.

Section 6. Employees who operate the Sand Blast Machine are required to rent or purchase safety shoes for such use and will be given an allowance of up to \$60.00 for the six (6) months between April 15 and October 15. Such employees who submit receipts, (bearing a date within the reimbursement period) evidencing such rental or purchase, will be given reimbursement for same as provided in this Section.

Section 7. The Employer will provide a coverall/uniform service for all mechanics in the Equipment Department and Bituminous Distributor Operators engaged in tarring projects. The Bituminous Distributor Operators shall wear the coveralls/uniform during all tarring projects.

Section 8. Mechanics-Tool Allowance
Mechanics who establish to the Department Manager that they possess and use, in the course of their employment, tools having a value of at least \$300.00 at

current replacement cost will be given reimbursement for new tools purchased by them, on a semi-annual basis, on January 1 and July 1 of each year, of up to One hundred twenty-five dollars (\$125.00) for each six (6) month period ending with the semi-annual reimbursement date, payable upon presentation of receipts dated within the reimbursement period. The Department Manager may verify at any time that the Mechanic possesses the tools purchased by him and the total value of all his tools.

Section 9. The Employer will not issue pay checks earlier than the last fifteen (15) minutes of the shift on Thursday every other week. If the Accounting Division should be unable to have the checks ready at that time, the checks will be delivered within the last fifteen (15) minutes of the shift on Friday. Provided, however, that an employee on an approved leave of absence may request and receive, if available, their pay check at any time during the work day.

Section 10. 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 to attempt to instill in each employee, by all reasonable means, the realization of his responsibility to himself, his fellow employees and the Employer, in the prevention of accidents.

- a. Any employee who observes a condition of work or equipment which he believes to be unsafe, should report the same immediately to his supervisor, who will promptly investigate same. If it shall be determined that such condition or equipment is unsafe, immediate steps will be taken by the Employer to correct same.

Section 11. Each employee shall be granted two (2) fifteen (15) minute rest periods per day -- one near the middle of the first half of the shift and one near the middle of the second half.

- a. 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.
- b. Employees who violate this section will be subject to disciplinary action.

Section 12. 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 a 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 appropriate Division Head 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 XXI

NO STRIKE CLAUSE

Section 1. In consideration of the provisions of Article VIII of this Agreement, the Union agrees that there shall be no suspension of work, or their interference with the operation of the Employer during the term of this Agreement with respect to, or based upon, any dispute which is subject to arbitration under Article VIII hereof, it being agreed that said Article provides the exclusive method of determining all such disputes if no settlement thereof is reached under the Grievance Procedure herein; the Union further agrees that it will actively oppose and discourage any such action on the part of individual employees and will not support them in any violation of this section, or oppose their discipline or discharge for doing so. The Employer likewise agrees that, with respect to any dispute which is subject to arbitration under said Article VIII, it will not institute any lockout of employees providing the provisions of Articles VI and VIII are followed, nor with respect to any other dispute until exhaustion of the procedures prescribed by Article VI hereof.

ARTICLE XXII

SAVINGS CLAUSE

Section 1. If any Article or Section or portion thereof of the Agreement or any addendum thereto should be held invalid by the 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 mutually satisfactory replacement for such Article or Section or portion thereof.

ARTICLE XXIII

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:

1. The retirement allowance factor for the first twenty-five (25) years of service will be 0.02.
2. The retirement allowance factor for each year of service after the twenty-fifth (25th) year of service will be 0.01.

3. Retirement may be taken after twenty-five (25) years of service with no attendant age restriction.
4. Retirement may be taken at age fifty five (55) years or older and vested with required number of years of credited service. If a member retires prior to his attainment of age sixty (60) as presently provided, 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 the age sixty (60) years.
5. The employee's contribution to the retirement system shall be six percent (6%) of his gross annual compensation, and two percent (2%) contribution toward the negotiated retirement benefit in Section 2 below.

Section 2. Retirement

Beginning July 1, 1985 the following provision became effective:

An actuary study for members of the Service Employees International Union, Local 79, was requested to determine the cost of implementing the following options:

- a. 4% simple increase of the monthly base retirement benefit for the five years beginning three years after retirement. This would apply only to future retirees.

Section 3. 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.

ARTICLE XXIV

TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of August 28, 1987, and shall remain in full force and effect without change, addition or amendment from August 28, 1987, through August 27, 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 27, 1990.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and agents this 25th day of February, 1988.

Service Employees International Union,
Local 79, AFL-CIO

Richard W. Cordt, President

Bryce Lane
Bryce Lane, Business Representative

Charles VanDuser
Charles VanDuser, Chairperson

Harold B. Higgins
Harold B. Higgins, Vice-Chairperson

Dan Crisp
Danny Crisp

Dennis Hamilton
Dennis Hamilton

The Board of County Road Commissioners
of the County of Genesee, Michigan

S. H. Taylor
S. H. Taylor, Personnel Director

Dane McRill
Dane McRill, Manager-Director

Attorney

GENESEE COUNTY ROAD COMMISSION

SCHEDULE "A"

A part of the Agreement between Genesee County Road Commission and the Service Employees International Union, A.F.L.-C.I.O., and Local 79 thereof, dated _____, 1988.

CLASSIFICATIONS AND RATES

1. The following basic hourly rates of pay are established for all employees covered by the Agreement upon the dates stated below:

<u>Classification</u>	<u>Date</u>	<u>Start</u>	<u>3 Mo.</u>	<u>6 Mo.</u>	<u>1 Yr.</u>
Labor/Custodian	8/28/87	13.94	14.24	14.59	14.96
Equipment Operator I Bridge Crew* and all Equipment Operators other than specified in Equipment Operator II	8/28/87	14.44	14.80	15.17	15.78
Equipment Operator II Loader-3 yds .or over, wreckers, Gradalls, Shovels, Motor Graders Tractor-backhoes 1/2 yd. or over and Shoulder Machine	8/28/87	14.74	15.11	15.51	16.06
Mechanic I Shall have completed an Automotive Apprenticeship and be able to repair completely at least one type of motor vehicle.	8/28/87	14.44	14.80	15.17	15.78
Mechanic II Able to perform all phases of repair work as may occur in this Department in a competent & skilled manner.	8/28/87	15.66	16.08	16.52	16.98

Signal Electrician	8/28/87	14.74	15.11	15.51	16.06
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Contract may be reopened in third year for wage negotiations.

*During the periods (to be established by the Head of the Maintenance Department) when working on bridge repair or maintenance, employees so assigned will be paid twenty-five cents (.25) per hour in addition to their regular hourly rates.

- a. The foregoing progression will not preclude the Employer from hiring qualified employees at any level of the progression, where such employees are not available within the unit, nor will it preclude paying an employee who is promoted from one classification to another at any rate within the progression of the higher rated classification, depending on his qualifications.

II. The rates in the foregoing progressions include all increases heretofore granted as the result of the operation of Cost-of-Living Allowance.

ATTACHMENT "B"

LETTER OF UNDERSTANDING

I. Training

Management agrees that it is in the best interest of all concerned, including the public, to have adequately trained employees. To this end, when seminars and/or workshops available are brought to the Employer's attention, the Employer will consider the attendance of affected employees at no loss of wages.



