

3/11/97

A G R E E M E N T

Between

CHEBOYGAN COUNTY ROAD COMMISSION
(Supervisory Unit)

and

CHEBOYGAN COUNTY ROAD COMMISSION EMPLOYEES
CHAPTER OF Local NO. 1325, Sublocal 007,
Affiliated with AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, MICHIGAN COUNCIL # 25
AFL-CIO (AFSCME)

Effective: March 11, 1994 - March 11, 1997

Cheboygan County Road Commission

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A G R E E M E N T

THIS AGREEMENT, effective the 11th day of March, 1994, by and between the CHEBOYGAN COUNTY ROAD COMMISSION, hereinafter referred to as the "Employer" and/or "Commission" and, CHEBOYGAN COUNTY ROAD COMMISSION EMPLOYEES CHAPTER of Local No. 1325, Sublocal 007, AFFILIATED WITH MICHIGAN COUNCIL #25 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (AFSCME) hereinafter referred to as the "Union".

PREAMBLE

The general purpose of this Agreement is the preservation of harmonious relations between the Employer and employees represented by 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 Employer and the Union recognize that the job security of the employees depends in part upon the Employer's success in establishing a proper service to the community.

ARTICLE 1

RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit, as follows:

All full time employees performing Supervisory functions on a regular basis in a Job Classification listed in Appendix "A" of this Agreement.

Section 2.

(a) Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Article 1, Section 1, thirty-one (31) days after the start of their employment with the Employer, shall become members of the Union and pay to the Union the periodic monthly dues uniformly required of all Union members for the duration of the Agreement, or instead of becoming a member of the Union pay to the Union a monthly service fee which shall be equal to the periodic monthly dues required of all Union members for the duration of the Agreement. An employee shall be deemed to be in compliance with the provisions of this Section if he has tendered the periodic dues or service fees to the Union and if he is not more than sixty (60) days in arrears in payments of such dues or service fees.

(b) Union Membership. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit, without regard to whether or not an employee is a member of the Union. The Union further agrees that it shall accept into membership each employee who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic monthly dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 3. Voluntary Dues Checkoff

(a) During the term of this Agreement and to the extent permitted by law the Employer agrees to deduct periodic monthly Union membership dues or the monthly service fee from the pay of each employee who voluntarily executes and files with the Employer a proper checkoff authorization form. The checkoff authorization forms shall be supplied by the Union. The authorization to checkoff and deduct Union membership dues or service fees is strictly a matter of voluntary choice of the individual employee.

(b) A properly executed copy of the written checkoff authorization form for each employee for whom the Union dues or service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under the written checkoff authorization forms which have been properly executed and are in effect. Any written authorization which is incomplete or in error will be returned to the Union by the Employer. Deductions shall be made only in accordance with the provisions of the written checkoff authorization form, together with the provisions of this Section of the Agreement.

(c) On or before the twentieth (20th) day of each month, the Union shall furnish the Employer with any additional executed written checkoff authorization forms under which Union membership dues or service fees are to be deducted beginning with the first full pay period beginning on or after the first day of the following calendar month.

(d) Deductions for Union membership dues or service fees for any calendar month shall be made from one of the weekly pay checks of that month provided the employee has sufficient net earnings to cover the dues or service fees whichever is applicable. Deductions for any calendar month shall be remitted to the designated financial officer of the Union's Michigan Council #25 not later than the end of the month following the month in which such deductions are made.

(e) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.

(f) The Union shall, notify in writing the Employer of the proper amounts of Union Dues or service fees and any subsequent changes in such amounts.

(g) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

(h) The Employer shall not be responsible for Union dues or service fees while an employee is on a leave of absence, layoff status, or after an employee's employment relationship with the Employer has been terminated.

(i) The Employer shall not be liable to the Union, its members or the employees the Union represents for the remittance or payment of any sum other than that constituting actual deductions made from employee wages pursuant to the requirements of this Section of the Agreement.

(j) The Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct Union dues or service fees and to defend, indemnify and hold harmless the Employer against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of action

taken by the Employer pursuant to this Section of the Agreement and pursuant to Section 2 of Article 1 of this Agreement.

ARTICLE 2

UNION MANAGEMENT RELATIONS

Section 4. All collective bargaining with respect to wages, hours and working conditions and other conditions of employment shall be conducted by authorized representative of the Union, which shall be the designated bargaining committee of the Union, and the authorized representatives of the Employer, which shall be the bargaining committee for the Board of County Road Commissioners.

Section 5. This Agreement shall become effective and binding on the parties only when ratified by the respective parties and signed by their authorized representative.

ARTICLE 3

DEFINITIONS

Section 6. A regular seniority employee is one who has completed the probationary period provided in Article 4, Section 8.

Section 7. Temporary or seasonal employees are those who are neither regular nor probationary, and therefore are not represented by the Union. If they are retained by the Employer for more than 120 working days in a calendar year, they shall be reclassified as probationary unit employees as per Section 8(a). Upon completion of the required 60 working days probationary period, all their days of employment prior thereto shall be credited to them for the purpose of acquiring seniority.

(a) Temporary or seasonal employees employed by the Employer are not to be utilized to replace or displace bargaining unit employees.

ARTICLE 4

SENIORITY

Section 8.

(a) New employees hired in the unit shall be considered as probationary for the first six (6) months. When an employee completes the probationary period, his name shall be entered on the seniority list of the unit as of the date on which he has hired. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, and hours of employment, as set forth in Article 1 of this Agreement, except employees discharged or disciplined for other than union activity.

(c) Seniority shall be on a County-wide basis, in accordance with the employee's last date of hire.

Section 9. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

Section 10. The seniority list, as of the date of this Agreement, will show the names and classifications of all employees of the unit entitled to seniority. The Employer will keep the seniority list up to date at all times and will provide the Chapter with up-to-date copies for each bulletin board as necessary.

Section 11. Loss of Seniority. An employee shall lose his seniority for the following reasons only:

- (a) He quits.
- (b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) If the employee is absent for three (3) consecutive working days without notifying the Employer and supplying a justifiable reason for his absence. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- (d) If the employee does not return to work on the required date when recalled from lay-off as set forth in the recall procedure.
- (e) If the employee fails to return on the required date following a leave of absence or vacation unless otherwise excused for a justifiable reason.
- (f) He retires.
- (g) If the employee is on lay-off status for a period of eighteen (18) months.

Section 12. Super Seniority. For the purpose of lay-off, the President, Vice President, Secretary-Treasurer and Chief Steward of the Chapter shall head the seniority list during the time they hold such representative status; representatives shall be based upon their most recent date of hire. Employees granted super seniority shall be the last bargaining unit employees to be laid off, provided they possess the present skill and ability to efficiently perform the remaining required available work

Section 13. The word "layoff" means reduction in the working force due to a decrease of work or lack of sufficient funds, and layoff will be within job classifications.

Section 14. If a layoff becomes necessary, the following procedure will be observed.

- (a) Probationary employees will be laid off first.
- (b) Seniority employees within the classification where the reduction of work occurs shall then be laid off. The lowest seniority employee in the classification affected shall be the first to be laid off provided, a junior employee may be trained if the senior employee does not have the necessary training and ability and experience to perform the required available work in an effective and efficient manner. If a more senior employee is laid off under this sub-section (b) and a less senior employee retained and the Union disagrees with the action, the Union may submit

the matter as a grievance at Step 2 of the grievance procedure established in this Agreement within three (3) calendar days following the senior employee's layoff.

(c) An employee laid off from one classification may exercise his seniority to bump the lowest seniority employee in any other classification carrying an equal or lower starting rate, providing he has greater seniority than the employee so displaced and providing he has the necessary training and ability and experience to perform the required available work in an effective and in an efficient manner. Employees transferred under this Section will be paid the rate of the job to which they are assigned in the lower classification. Any employee displaces under this procedure may exercise his seniority in the same manner as outlined in this sub-section (c). If a senior employee is denied his request to bump under this sub-section (c) and the Union disagrees with the action, the Union may submit the matter as a grievance at Step 2 of the grievance procedure established in this Agreement within three (3) calendar days following the denial of the senior employee's request to bump.

(d) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff, provided, however, that this advance notification requirement shall not apply in situations involving emergency circumstances. The Chapter Secretary or other representative of the Union shall receive the list from the Employer of the employees being laid off on the same date the notices are issued to the employee or employees.

Section 15. Recall Procedure. When the work force is increased after the layoff, the most senior employee laid off from the classification affected shall be recalled first and so forth in order of seniority, provided, that the Employer may recall a less senior employee if the more senior employee is physically and/or mentally unable to perform the required available work in an effective and efficient manner. If a less senior employee is recalled under this Section and the Union disagrees with the action, the Union may submit the matter as a grievance at Step 2 of the grievance procedure established in this Agreement within three (3) calendar days following the recalling of the less senior employee. Notice of recall shall be sent to the employee at his last known address or any address currently furnished by the employee by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of the notice of recall, the employee shall be considered to have voluntarily quit and the employee's seniority shall be terminated.

JOB ASSIGNMENT AND TRANSFERS

Section 16. Transfer to Non-Bargaining Unit Position. An employee who shall be transferred to a position with the Employer on a job not within the bargaining unit covered by this Agreement shall retain seniority already accumulated in the bargaining unit covered by this Agreement, but such employee shall not continue to accumulate seniority during the time that the employee holds the job position. The Employer shall, in its sole discretion, determine the wages, hours and conditions of employment for employees in job positions not within the bargaining unit covered by this Agreement, including whether such employees may be terminated or returned back into the bargaining unit. In the event that the Employer returns an employee to the bargaining unit covered by this Agreement, the employee, as determined by the Employer, may be placed in any vacant job position for which the employee has the necessary qualifications to perform efficiently the required work or the employee may replace a less senior employee in a job position for which the employee has the necessary qualifications to perform efficiently the required work.

Section 17. Job Assignment or Transfer Within Classification. The Employer shall have the right, in its discretion, to determine and make, from time to time, job assignments and job transfers for employees within their job classification to any function, area or location. Such job assignments or transfers may be on either an indefinite or temporary basis.

Section 18. Indefinite Transfers to a Different Job Classification. Employees with seniority who wish to be considered for possible indefinite transfer to a different job classification may submit a written request. Such request will be given consideration when a vacancy arises in that job classification. The granting of any such transfer request shall be within the sole discretion of the Employer.

ARTICLE 5

SETTLEMENT OF DISPUTES

Section 19. Employees selected by the Union, a total of two (2) in number, to act as union representatives, shall be known as stewards. The names of employees selected as stewards shall be certified in writing to the Employer by the local union and the individuals so certified shall constitute the Union Grievance Committee.

Section 20. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. An employee having a grievance, with or without the steward at the employee's option, shall take up the grievance or dispute with the employee's immediate supervisor within three (3) days from the time of the occurrence of the events giving rise to the grievance, or within three (3) days from the time that the employee involved first knew or could have known of the facts giving rise to the complaint in situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the grievance. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) calendar days. In the event the employee discusses the grievance without his steward, the latter shall be given an opportunity to be present at the settlement of the grievance.

Step 2. If the grievance still remains unadjusted, it shall be presented by the Union steward, or grievance committee, to the Engineer-Manager in writing within seven (7) days with a copy to the Commission after the response of the supervisor is due. The Engineer-Manager shall respond in writing to the presenting party with copy of the response to the Chapter Chairman within seven (7) calendar days after his receipt of the grievance. If the matter is still unresolved, there shall be a conference upon the written demand of either party. The demand for a conference shall be made within three (3) days after the Engineer-Manager's reply; the conference shall be attended by Engineer-Manager, foreman, aggrieved employee or employees, and the grievance committee, and shall be held within three (3) days from the date of demand. If the grievance is still not resolved at such conference, it may be taken to Step 3.

Step 3. If the grievance is still unsettled, the Union may, within fifteen (15) days from the date of the conference, request the services of the Michigan Employment Relations Commission. This step shall not be considered as concluded, within the meaning of Article 6, Section 24, unless and until the Employer shall have submitted to the Union its written decision, which shall be within five (5) days after conclusion of this Step, stating its reasons for the position taken by it with respect to said grievance.

Section 21. If the grievance is still not settled by the above procedure, it may be submitted to Arbitration as provided in Article 6 of this Agreement.

Section 22. Time Limits. The time limits established in the grievance procedure in this Article of the Agreement shall be followed by the parties. If the time procedure is not followed by the Union or the employees covered by this Agreement, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step of the grievance procedure. The time limits established in the grievance procedure may be extended by mutual agreement provided it is reduced to writing and the period of extension specified.

In computing the time limits established in the grievance procedure in this Article of the Agreement, Saturday, Sunday and holidays (recognized under this Agreement) shall not be counted.

Section 23. Grievance processing and other Joint Meetings. The Employer agrees to pay for a reasonable amount of actual working time lost by a Union grievance committee member during regularly scheduled working hours when such member is engaged in handling or processing a grievance in accordance with his proper functions as set forth in the grievance procedure established in this Agreement. Grievance committee members shall have no responsibility for grievance handling or processing outside of their designated area and employee group.

The Employer also agrees to pay for a reasonable amount of actual working time lost by a Union grievance committee member, elected officer of the Union or other employee for attendance at Joint Employer-Union meetings, if such meetings are arranged by mutual agreement during regularly scheduled working hours.

ARTICLE 6

ARBITRATION

Section 24. Arbitration Request and Selection of Arbitrator. In the event that any grievance or dispute growing out of the interpretation or application of this Agreement as written is not settled through the grievance procedure established in Article 5 of this Agreement, the Union may request arbitration of such unresolved grievance by giving written notice to the Commission's Engineer-Manager of the Union's intent to arbitrate within thirty (30) days following receipt of the Employer's written answer in Step 3 of the grievance procedure. If no written notice of intent to arbitrate is given to the Commission's Engineer-Manager within the thirty (30) day time period, the grievance shall be considered settled.

After a grievance is properly referred to arbitration as set forth in this Section, the parties shall attempt as soon as reasonable convenient to select an arbitrator. If no such arbitrator can be selected by mutual agreement, the grievance may be submitted to one (1) arbitrator chosen by mutual agreement from a panel of seven (7) arbitrators obtained from the Federal Mediation and Conciliation Service. If the parties are unable to mutually agree upon an arbitrator from the panel, the arbitrator shall be selected by each party alternately striking a name from the panel of arbitrators with the remaining name serving as the arbitrator.

Section 25. All such requests by the Union for arbitration shall be in writing by registered or certified mail addressed to the Commission's Engineer-Manager and shall state the precise issue to be decided, the specific portions of this Agreement which are claimed to have been violated and the basis on which such violations are claimed. If not so requested by the Union within the said thirty (30) days time period, the matter shall be considered settled.

Section 26. Not more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual agreement of the parties.

Section 27. 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 this Agreement as written, which if within the arbitrator's jurisdiction, shall be final and binding on the Union, Employer and employees.

Section 28. 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 representatives, counsel, witnesses or other persons attending the hearing on behalf of a party shall be borne by the party incurring them.

Section 29. 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, or to rule on any matter covered by any State or Federal Statute. Any other dispute arising out of, or relating to the interpretation of proper application of this Agreement, based upon a grievance of any employee alleging violation thereof, shall be deemed arbitrable hereunder.

Section 30. No award involving wages due any grievant shall be made retroactive for more than thirty (30) days prior in the date the grievance was submitted in writing.

Section 31. No Strike Clause. The Union agrees that during the term of this Agreement, neither it nor its officers, representatives, committee persons, reason, directly or indirectly call, sanction, support, counsel, encourage or engage in any strike, walk-out, slow down, sit down, stay-in, stay away, boycott of a primary or secondary nature, refusal to perform assigned work, limitation or withholding of work, picketing, or any other activities that may result in any curtailment of work or services performed or provided by the Employer or that may result in interference in any manner with the operations of the Employer and the services provided by the Employer. 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 agrees that during the term of this Agreement it will not establish a lock-out of the employees covered by this Agreement.

This Section of the Agreement is in addition to the statutory provisions of Act No. 336, State of Michigan, Public Acts of 1947, as amended, which prohibit strikes and related action interfering with the normal operations and services of the Employer and the full and proper performance of job duties by employees.

ARTICLE 7

LEAVES OF ABSENCE

Section 32. Personal Leave of Absence. The Employer, for good cause shown in writing, may in its discretion grant an employee a personal leave of absence without pay for a period not to exceed thirty (30) days. An extension of personal leave of absence may be granted by the Employer in its discretion, provided it is requested prior to the termination of the original period.

Section 33. Eligibility Requirements. Employees shall be eligible for leaves of absence as provided in this Article, after one year of service with the Employer.

Section 34. Application for Leave.

(a) Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

(b) A request for unpaid leave of absence shall be acted upon by the Commission

at its next scheduled meeting and its answer to the request shall be furnished to the employee by his immediate supervisor in writing.

(c) Ordinarily, no leave of absence shall be given for the purpose of obtaining or working at other employment. An employee's seniority with the Employer and the employment relationship shall terminate if the employee works at other employment during a leave of absence unless specific written approval has been received in advance from the Employer.

(d) An employee shall retain and continue to accumulate seniority while on a Employer approved leaves of absence unless otherwise specifically provided in the Section of this Agreement governing the leave of absence. Reinstatement to active employment in the employee's job classification following any approved leave of absence is expressly conditioned on the returning employee presently having, as determined by the Employer, the skill, ability, experience and training necessary to perform efficiently the available required work. An employee returning from a leave of absence shall be offered reinstatement to the employee's former job classification if such job position is open and available.

Section 35. Paid Leaves.

(a) Family Death. Upon request, an employee will be granted a leave of absence for up to a maximum of three (3) consecutive regularly scheduled working days immediately following the date of death of a member of the employee's immediate family and the employee shall receive pay for the employee's scheduled working days missed during this period of time. The maximum three (3) consecutive regularly scheduled working days leave of absence is for the purpose of the employee attending the funeral and attending to household adjustment. The maximum of three (3) consecutive regularly scheduled working days for which an employee may request and receive a leave of absence may include the date of death. Immediate family shall be defined as spouse, parent, child, brother, sister, mother-in law, father-in-law, brother-in-law, sister-in-law, or any blood relative PERMANENTLY residing in the employee's household. An employee granted a leave of absence under this subsection shall receive pay in an amount equal to what the employee would have earned by working the employee's scheduled straight time hours at the employee's straight time regular rate of pay on the days for which paid leave is granted.

(b) Jury Duty. An employee who is summoned and reports for jury duty shall be granted a jury duty leave of absence with pay for such period. An employee granted a leave of absence under this Section and who reports for jury duty on a day the employee is otherwise scheduled to work shall be paid for each day spent performing jury duty in an amount equal to the difference between the employee's straight time regular rate of pay for up to the number of straight time hours the employee was otherwise scheduled to work and the amount paid by the Court as a daily jury fee. In order to receive payment under this Section an employee must submit to the Employer as far in advance as possible the jury duty summons and the employee must furnish satisfactory evidence that jury duty was performed at the summons of Court for days the employee claims jury duty pay, together with evidence regarding the amount of jury duty pay received from the Court.

(c) Civic Duty. Employees required to appear before a court or other public body on any matter in which they are not personally involved (as plaintiff or defendant) shall be paid for each day the employee is involved in such appearance in an amount equal to the difference, if any, between the employee's straight time regular rate of pay for up to the number of straight time hours the employee was otherwise scheduled to work and the amount of compensation paid to the employee for such appearance. In order to receive payment under this Section an employee

must submit to the Employer as far in advance as possible the appearance request and the employee must furnish satisfactory evidence that such appearance service was performed pursuant to such request for the day or days the employee claims pay, together with evidence regarding the amount of compensation received for such appearance.

Section 36. Unpaid Leaves.

(a) Civic Duty. Employees elected or appointed to any political, governmental or civic position who request a leave of absence to perform their civic duty shall be granted a leave without pay for the period necessary to fulfill these responsibilities for one term of office.

(b) Union Business. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union be granted a leave of absence without pay. The leave of absence shall not exceed two (2) years.

(c) Union Activity. Members of the Union selected by the Union to participate in any other Union activity such as Union Conventions or Educational Conferences but not including organizational or picketing activities elsewhere, and not to exceed three at any one time, shall be granted reasonable leaves of absence without pay which do not unduly interfere with the Employer's operations, at the written request of the Union stating the purpose of the leave and its duration. The Union shall not request repeated short term leaves, and leaves granted hereunder shall not exceed one month.

(d) Military Service. Any employee who is a member of the reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend the training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence without pay during the period of such activity. Any employee who enters the active service of the armed forces of the United States while in the service of the Employer, shall be granted a leave of absence without pay for the period of military service.

An employee receiving a leave of absence under this Section shall be eligible for employment reinstatement in accordance with the requirements of the applicable Federal or State statutes.

(e) General Leaves. The Commission may in its discretion grant leaves without pay to employees upon proper application for any other reason that it deems meritorious for such periods of time as the Commission shall deem appropriate.

ARTICLE 8

SICK LEAVE

Section 37. All employees covered by this Agreement shall earn one (1) day sick leave per month, not to exceed twelve (12) days per year. Sick days shall not be earned during periods on non-paid leaves of absence or periods of layoff. Sick leave may be accumulated up to a maximum of 1000 hours. Sick leave will be paid only for actual illness or injury and will not be paid for illness resulting from over-indulgence in alcoholic drink. On return from sick leave, an employee may be required to furnish a doctor's certificate as to the nature and duration of his illness, and will be required to execute an affidavit setting forth the nature of his illness or injury. Falsification of such affidavit shall be cause for discharge.

(a) If it is determined that such payments are legal, the Employer will thereafter pay for unused sick leave days accumulated by an employee in the event of his/her death or retirement, including disability retirement, according to the following schedule.

50% from 0 to 250 hours
75% from 251 to 500 hours
100% from 501 to 1000 hours

Employees who voluntarily quit under honorable conditions with at least fourteen (14) days advance written notice to the Employer shall be eligible to receive a payout at 50% of unused sick leave hours accumulated.

Section 38. If the illness or injury shall be compensable under the Michigan State Worker's Compensation Act, such employee may use any sick leave which has accumulated and has been credited to him to augment his worker's compensation payments. For each day of absence, the employee will be entitled to use an amount from his unused paid sick day accumulation sufficient to make up the difference between the worker's compensation benefits received and his normal weekly salary after appropriate legal deductions.

Section 39. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

Section 40. Sick leave may be used in the event of illness or injury in his immediate family which necessitates his absence from work, where such relatives are living in and, with the exception of spouse, confined to the employee's household. Immediate family shall include the employee's spouse, children, parents, or foster parents, and parents-in-law, or other relatives living in the same household. Sick leave may also be used for appointments with doctors, dentists, or other recognized practitioners, as well as illness not requiring medical attention.

ARTICLE 9

DISCIPLINE AND DISCHARGE

Section 41. Discipline. Disciplinary action or measures shall include only the following:

- (a) Oral reprimand, or
- (b) Written reprimand, or
- (c) Written reprimand and suspension, or
- (d) Discharge.

Any disciplinary action or measure imposed on an employee may be processed as a grievance through the regular grievance procedure.

Section 42. Discharge.

(a) The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels that there is just cause for discharge, the employee involved will be suspended without pay for five (5) days. The employee and his

steward will be notified in writing that the employee has been suspended and is subject to discharge.

(b) The Union shall have the right to take up the suspension and/or discharge as a grievance at Step 2 of the grievance procedure; and the matter shall be handled in accordance with this procedure and may be submitted to arbitration if deemed necessary by the Union.

(c) Any employee found to be unjustly suspended or discharged shall be given appropriate relief up to and including reinstatement and/or other rights such as back pay.

ARTICLE 10

HOURS OF WORK

Section 43. Work Schedules - Workweek - Workday - Work Shift. All work shifts, starting and quitting times, job position assignments and regular work schedules for employees, including the number of hours, normally 8, and days, normally 5, in the work schedule and the shift hours during the workday, shall be established by the Employer as determined from time to time.

If during the term of this Agreement the Employer desires to make non-temporal changes in currently established regular work schedule starting and quitting times the Employer agrees to first solicit input from employees who would be affected by such changes prior to implementation.

Nothing contained in this Section or in any other Section of this Agreement shall be construed as guaranteeing any minimum or maximum periods of time for a workweek, work shift, work schedule or hours of work.

ARTICLE 11

MEAL PERIODS

Section 44. Meals and Coffee. The Employer shall furnish a meal to any employee who is requested to and does work prior to 4:00 A.M. The Employer shall furnish a meal to any employee who is requested to and does work three (3) hours beyond and consecutively with his regular quitting time. Employees who are called in to work on unscheduled work days shall be furnished a meal when the work shift exceed eight (8) hours and the employee shall be furnished additional meals every four (4) hours thereafter while he continues to work. In the event the Employer is unable to furnish meals, the Employer shall compensate the employee with an additional five dollars (\$5.00) in lieu of furnishing such meal.

The Employer shall furnish coffee for employees only at the Commission garage.

ARTICLE 12

HOLIDAYS

Section 45. Recognized Holidays. Holidays recognized and observed.

(a) The Following days shall be recognized and observed as paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, Good Friday, Day before Christmas Day, and the Employee's Birthday.

(b) Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 46. Holiday Pay Eligibility Requirements. Employees shall be eligible for holiday pay under the following conditions:

(a) If the employee is a new hire, the employee must have completed his probationary period as of the date of the holiday; and

(b) The employee would have been scheduled to work such day if it had not been observed as a holiday unless the employee is on vacation; and

(c) The employee worked the regularly scheduled hours on the Employer's scheduled day before the holiday and on the Employer's first scheduled day after the holiday unless the employee is otherwise excused by the Employer; and

(d) If the holiday is observed on an employee's scheduled day off for a vacation, he shall be paid for the unworked holiday; and

(e) Employees who have established seniority, but who are on inactive status due to lay-off or sick leave that commenced not more than thirty (30) days prior to the week in which the next succeeding holiday occurs, shall receive pay for such holiday.

Section 47. Holiday Pay. Full-time employees who perform no work on a holiday shall receive eight (8) hours pay at their straight time regular rate of pay provided the employee is eligible under the conditions established in this Agreement. Employees who are normally scheduled for less than eight (8) hours, shall be paid for the number of hours that they are normally scheduled for at their straight time regular rate of pay.

Section 48. Holiday Work. If an employee works on New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, or Christmas Day the employee shall be paid double time for all hours worked, in addition to the employee's holiday pay.

If an employee works on any day observed in this contract as a holiday (The Day after Thanksgiving Day, the Day before Christmas, Employees Birthday, or the Day before or after a recognized holiday, as in Article 12, Section 45 b) the employee shall be paid time and one-half for all hours worked in addition to the employee's holiday pay.

ARTICLE 13

VACATION

Section 49. Vacations. Vacation shall be granted for the purpose of allowing an employee to leave his duties for rest and relaxation in order that he may serve the Commission more effectively throughout the balance of the year. Regular full time employees shall be granted vacation, at current rate of pay at the time of their vacation, in accordance with the following schedule:

<u>Seniority Required as of January 1st Eligibility Date</u>	<u>Vacation Leave</u>	<u>Vacation Pay</u>
At least 1 year but less than 2 years	5 days	40 hours

At least 2 years but less than 5 years

15 days

120 hours

An additional day per year over five (5) years up to a total of twenty-five (25) days of vacation leave.

For purposes of this Section of the Agreement, seniority shall be defined to mean the length of the employee's continuous service with the Employer commencing from the employee's most recent date of hire as a new employee with the Employer.

Section 50. Annual vacation earned during one calendar year should be taken the next calendar year. However, not more than one week of annual vacation may be carried from one calendar year to the next calendar year. Any carry over beyond the one week is subject to prior approval of the County Board of Road Commissioners. All vacations are subject to approval in advance by the Employer's Manager and no vacations will be allowed from December 1 to April 1 without prior approval of the County Board of Road Commissioners, provided, however, that during this time period up to a maximum of five (5) days are subject to approval in advance by the Employer Manager.

Section 51. Eligibility for vacation benefit is conditioned in part on an employee reaching the vacation year eligibility date as set forth in this Agreement and, therefore, employees who quit voluntarily without submitting at least fourteen (14) days advance notice of resignation prior to reaching the current vacation year eligibility date will not be eligible for any vacation pay on any basis for the current vacation year. An employee who quits voluntarily and submits at least fourteen (14) days advance notice of resignation or an employee who terminates for some other reason involving honorable conditions, shall be entitled to receive vacation pay for the current vacation year on a pro-rated basis of one-twelfth (1/12th) of vacation pay the employee's seniority entitles him to for each full month during the current vacation year prior to resignation.

Vacation benefit not taken, but already earned and accumulated by an employee from the prior vacation year, shall be paid to an employee upon termination of employment and in the case of termination due to death, such prior year's earned and accumulated vacation benefit shall be paid to the deceased employee's dependent.

Section 52. New Hires. Seniority for determination of eligibility for vacation will commence on January 1, following the date of employment and all new hires shall accumulate vacation time during their first partial year of employment according to the following schedule:

<u>EMPLOYED BEFORE:</u>	<u>PAID VACATION GRANTED AFTER FOLLOWING Jan. 1st</u>
March 15	4 days
June 30	3 days
September 15	2 days
October 31	1 day
After October 31	0 days

Such vacation shall be granted during the calendar year following the first January after employment.

ARTICLE 14

Section 53. Classifications and Rates. Listed in Appendix "A" and incorporated herein are the salary ranges for the respective job classifications covered by this Agreement.

(a) When any position not listed on the wage schedule is established in the bargaining unit covered by this Agreement, the Employer may designate a job classification and rate structure for the position. In the event that the Union does not agree that the rate of pay is reasonable, it shall notify the Employer by filing a grievance at Step 2 of the grievance procedure within five (5) calendar days after the receipt of the notice to the Chapter President or other Employee-Officer of the Union, of the establishment of the rate structure on the new classification.

Section 54. Pay Period. The salaries and wages of employees shall be paid bi-weekly on Thursday of the appropriate week. In the event this day is a holiday, the preceding day shall be the payday.

ARTICLE 15

HEALTH AND WELFARE

Section 55. Hospitalization Insurance. During the term of this Agreement, the Employer agrees to make available to all eligible full-time nonprobationary employee who elect to participate, a group insurance program covering certain hospitalization surgical and medical expenses, including coverage for eligible dependents. The current insurance program benefit coverage is Blue Cross Blue Shield MVF-1 semi-private coverage, Rider ML, \$2.00 Co-Pay Prescription Drug Rider and Master Medical Option 1 Rider. The insurance program shall be on a voluntary basis for eligible employees. No employee shall be eligible to participate in the group insurance program if the employee is covered by other insurance for the same purposes. The Employer reserves the right to select any insurance carrier or carriers, provided benefit levels remain substantially equivalent.

The Employer agrees to contribute one hundred percent (100%) of the required cost of the insurance program for eligible employees who elect to participate in the insurance program. The Employer's obligation for payment of the Employer's share of the required cost of the insurance program becomes effective the first full policy premium month following completion of the eligible employee's probationary period. For employees on medical leave of absence, the Employer agrees to continue payment of the required cost of the medical insurance benefit program for a period of six (6) months following the time that the employee's paid sick leave is exhausted. Specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program or issued by the carrier or carriers.

Section 56. Dental Insurance. During the term of this Agreement, the Employer agrees to make available a group dental insurance benefit program, approved by the Employer, for eligible full time nonprobationary employees who elect to participate, covering certain dental expenses for employee--only coverage and for eligible dependent coverage. The required cost of providing the group dental insurance benefit program shall be paid in full by the Employer. Employees become eligible to participate in the group dental insurance benefit program in accordance with the carrier's provisions or the terms of the benefit program. No employee shall be eligible to participate in the group dental insurance benefit program if the employee is covered by other insurance for the same purposes. Specific terms and conditions governing the group dental insurance benefit program are set forth in the master policy or policies governing the program or issued by the insurance carrier or carriers. The Employer reserves the right to determine the method of providing the group dental insurance benefit program, including the selection of any insurance carrier or carriers, provided the benefit levels remain substantially equivalent.

Section 57. Long Term Disability Insurance. The Employer agrees to make available a long term disability benefit program, approved by the Employer, for eligible full time nonprobationary employees. The required cost of providing the long term disability benefit program shall be paid in full by the Employer. Specific terms and conditions governing the long term disability benefit program are set forth in the master policy of policies governing the program or issued by the insurance carrier or carriers. The Employer reserves the right to determine the method of providing the long term disability benefit program, including the selection of any insurance carrier or carriers, provided the benefit levels remain substantially equivalent.

Section 58. Life Insurance and Accidental Death and Dismemberment Insurance. During the term of this Agreement, the Employer agrees to continue to make available a group life insurance and accidental death and dismemberment insurance benefit program, approved by the Employer, in the amount of Fifteen Thousand Dollars (\$15,000.00) for eligible full time nonprobationary employees who elect to participate. The required cost of providing the group life insurance and accidental death and dismemberment insurance benefit program shall be paid in full by the Employer. Employees become eligible to participate in the group benefit program in accordance with the carrier's provisions or the terms of the benefit program. Specific terms and conditions governing the group benefit program are set forth in the master policy or policies governing the program or issued by the insurance carrier or carriers. The Employer reserves the right to determine the method of providing the group benefit program, including the selection of any insurance carrier or carriers, provided the benefit levels remain substantially equivalent.

Section 59. Worker's Compensation. Each employee will be covered by Worker's Compensation coverage in accordance with applicable laws.

Section 60. Retirement.

(a) The Employer will put Plan B-3 into effect under the provisions of Public Act No. 135 of 1945 (Michigan Municipal Employees Retirement System), integrated with the appropriate sections of the Federal Old Age and Survivors Insurance Act. Effective January 1, 1991, the Employer will put into effect benefit program F-55 (25 years) Factor 3.

(b) The Employer shall pay 100% of the total contribution toward retirement effective 04/01/94.

(c) Employees who attain the age of 65 and are eligible for Social Security must retire from the employment with the Employer, except that such time of retirement may be extended for the purpose of allowing an employee to accumulate enough time so as to receive retirement benefits, provided that such extension does not exceed one (1) year past age 65.

(d) The Employer agrees to pay the hospitalization insurance premiums until death for employee and spouse.

(e) Effective January 1, 1994, the MERS Benefit E-2 plan shall be furnished for supervisory employees covered by this agreement.

ARTICLE 16

GENERAL

Section 61. Health and Safety. The Employer and the Union subscribe to the

principle of good health and safety conditions. Where the Employer shall deem it necessary, it shall provide for protective devices and equipment subject to such rules for the preservation, use and care of such equipment and devices as the Employer shall provide. It is understood and agreed that employees are expected to work in a safe manner. It is also understood and agreed that employees and the Union shall cooperate in maintaining and following all safety and health procedures, including those established under Federal and State laws, and shall make proper use of all equipment, devices and procedures provided or established for such purposes. It is also expressly understood and agreed that violation of safety rules and regulations may constitute just cause for disciplinary action up to and including discharge as determined by the Employer.

(a) The Cheboygan County Road Commission will contribute \$75.00 per employee/ per year towards the cost of safety rated footwear. Any employee who receives special permission to not wear safety shoes, will forfeit the employers contribution for the period of the special permission.

(b) Eye glasses. The employer will reimburse \$150.00 towards OSHA approved replacement glasses as required. Glasses must be prescription with safety lenses. Employer will pay for eye examinations as needed, but not more than 1 per year.

Section 62. Employer Rules and Regulations. The employer reserves the right to establish and publish from time to time reasonable rules and regulations which it shall deem proper to govern the conduct of its employees, including safety rules and regulations, general personnel policies and procedures and requirements regarding tools and equipment. The Employer also reserves the right to establish and publish changes and modifications from time to time regarding such rules, regulations, general personnel policies and procedures and tool and equipment requirements.

Any changes in rules and regulations established by the Employer following the effective date of this Agreement under which employees may be subject to possible disciplinary action shall be published by the Employer either through posting on the bulletin board or through some other method and shall not be effective for at least ten (10) days following such publication. It is provided, however, that this ten (10) day period of time prior to which such changes are to be effective shall not apply to rules and regulations which the Employer is required to make immediately effective due to requirements of Federal and/or State law or due to safety or health consideration.

Section 63. Pledge Against Discrimination.

(a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

(b) All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

Section 64. Union Bulletin Boards. The Employer agrees to furnish suitable bulletin boards in convenient places in each work area to be used by the Union.

Section 65. Visits By Union Representatives. The Employer agrees that accredited representatives of the American Federation of State, County and

Municipal Employees, Michigan Council #25, or international representatives, shall have access to the premises of the Employer at any time during working hours to conduct union business which does not interfere with the Employer's operations, after notifying the office.

Section 66. Paid Personal Day. All employees who have seniority shall be entitled to receive three (3) paid personal days for use each contract year. The pay for a personal day shall be equal to the employee's straight time regular rate of pay for up to the number of straight time hours the employee was otherwise scheduled to work. A paid personal day shall be scheduled in advance by mutual agreement between the employee and the Employer, taking into consideration the personnel and service requirements of the Employer and the efficiency of operations, provided however, that the advance scheduling requirement shall not apply in emergency situations.

Section 67. Longevity Benefit. Each full time employee who is on the Employer's active employment payroll on December 1st, shall be eligible for an annual longevity benefit payment. Eligible employees who quit their employment with the Employer or who otherwise experience an employment termination (other than retirement) prior to reaching December 1st shall not be entitled to any longevity benefit for the current year. Eligible employees who retire prior to reaching December 1st shall be entitled to a longevity benefit prorated on a monthly basis for the final year. The longevity benefit payment shall be a lump sum annual payment to eligible employees and shall be paid by separate check during the first (1st) pay period of December. The amount of the annual longevity benefit payment for eligible employees shall be in accordance with the following schedule:

<u>Years of Continuous Working Experience Required</u>	<u>Annual Benefit Payment</u>
0 - 4 years	\$ 50
5 - 9 years	\$100 + \$10 per year over 5 years
10 - 14 years	\$150 + \$20 per year over 10 years
15 - 19 years	\$250 + \$25 per year over 15 years
20 - 24 years	\$375 + \$30 per year over 20 years
25 - 29 years	\$525 + \$35 per year over 25 years
30 years or more	\$700 + \$40 per year over 30 years

Section 68. Uniforms. The employer agrees to furnish uniforms for each Foreman covered by this Agreement.

Section 69. Lead or Senior Foreman. The Employer shall have the right from time to time to select and remove employees designated by the Cheboygan County Board of Road Commissioners as lead or senior foreman. An employee so designated by the Employer as a lead or senior foreman may receive additional compensation as determined from time to time by the Cheboygan County Board of Road Commissioners.

Section 70. Personal Use of Vehicles. Use of Commission vehicles by employees at times other than during scheduled working hours shall not be allowed except as may be determined and specifically approved from time to time within the sole discretion of the Employer's Manager.

Section 71. Supplemental Agreements. It is the intent of the parties hereto, that the provisions of this Agreement supersede all prior agreements and understandings, oral or written, expressed or implied between such parties and shall

govern their entire relationship and shall be the sole source of any and all rights and claims which may be asserted in arbitration hereunder or otherwise. The parties acknowledge that during the negotiations which result in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity are set forth in this Agreement. Therefore the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Provided, however, that if the parties shall hereafter mutually agree to vary this Agreement by a supplemental agreement, the same shall be approved or rejected by the Cheboygan County Road Commission Chapter of Local #1325 within a period of twenty (20) days following the date the representatives of the parties agree on the same.

Section 72. Employees who work in classifications involving operation of highway motor vehicles must have a valid Michigan Operators License at all times as a condition of remaining in such classification.

ARTICLE 17

MANAGEMENT RIGHTS

Section 73. Rights. The management and control of the Employer in all of its operations and activities, the determination of all matters of Employer and management policy, operation and location; the location where work will be performed; the direction of the working force, including only by way of illustration and not by way of limitation the right to hire, discipline, suspend or discharge, promote, demote, assign, transfer or layoff and recall employees, or to reduce or increase the size of the working force; to establish job classifications of work and the number of employees required and the number of hours in employee work schedules; to establish and change work schedules and to provide and assign personnel to eliminate totally or partially or combine or otherwise revise existing job classifications; to establish new job classifications; to establish and change from time to time rules and regulations, including safety rules and regulations and to fix and determine penalties for violations; to maintain safety, order and efficiency; to establish job descriptions as deemed desirable and satisfactory work standards; to make judgements as to ability and skill; to determine the nature and number of departments to be operated; to discontinue totally or partially or combine or reorganize any part or all of the Employer's operations; is within the sole prerogatives of the Employer. The Employer shall be the exclusive judge of all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services, the standards of efficiency and productivity; and the methods, processes, means and materials to be used. The Employer shall have the right to continue and maintain its operations as in the past and prior to the execution of this Agreement with the Union but the Employer shall also have the right to study and use improved methods, means, equipment and outside assistance either in or outside of the Employer's County-wide operations. It is understood and the Union agrees that the Employer reserves and retains solely and exclusively all of its inherent and customary rights to manage and administer the Employer's operations in all respects and its judgment in these respects shall not be subject to challenge. It is provided, however, that these management rights shall not be exercised in violation of any specific provisions of this Agreement as written.

(a) The Employer expressly reserves the right to contract out any work or services to be performed for the Employer by other persons or companies, provided that the Employer will not contract out any work or services for the purposes of evading this Agreement or discriminating against Union members. The Employer will, consistent with governing statutes, preserve the job opportunities for the employees covered by this Agreement and to this end work which is normally performed by the bargaining unit employees, and for which the Employer has adequate equipment to perform the work, will not be contracted out at any time when there are qualified employees laid off.

ARTICLE 18

TERMINATION

Section 74. This Agreement shall be effective as of the 11th day of March, 1994, and shall remain in full force and effect until the 11th day of March, 1997 at 11:59 P.M. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing sixty (60) days prior to the anniversary date of termination that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the March 11, 1997 date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 75. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the March 11, 1997 date set forth in the preceding paragraph.

Section 76. Salary/Wage Reopener.

(a) Second (2nd) Year. Notwithstanding the provisions of Section 74, of this Agreement, it is agreed that this Agreement including Appendix "A" shall be in effect until March 11, 1997.

CHEBOYGAN COUNTY
ROAD COMMISSION

CHEBOYGAN COUNTY ROAD COMMISSION
EMPLOYEE CHAPTER OF LOCAL NO 1325,
SUBLOCAL 007, AFFILIATED WITH MICHIGAN
COUNCIL #25 OF THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES,
MICHIGAN COUNCIL #25, AFL-CIO (AFSCME)

By: Gerald A. Brown
Chairman, Cheboygan County
Road Commission

By: Michael J. Ronkiewicz
Bargaining Committee Member

By: Debra B. Smith
Manager

By: Kathleen Van Alstine
Bargaining Committee Member

By: W. A. Hart
Clerk

By: Billy J. Buralis
AFSCME Staff Representative

CHEBOYGAN COUNTY ROAD COMMISSION

APPENDIX "A"

AGREEMENT EFFECTIVE MARCH 11, 1994

Effective March 11, 1994, the salary for the supervisory employees covered by the 1994 - 1997 agreement shall be as follows:

1. Class A Supervisors: \$14.88 per hour

Class A Supervisors are defined as follows:

Road Foremen with 5 or more employees
Surveyor - Project Engineer
Procurement Supervisor
Main Garage (Cheboygan) Shop Foreman

2. Class B Supervisors: \$13.89 per hour

Class B Supervisors are as defined as follows:

Road Foremen with less than 5 employees
Satellite Garage Shop Foreman

Employees newly in a supervisory job classification shall be paid at fifty cents (50c) per hour below the currently applicable supervisory rate until completion of six (6) months service.

Effective March 11, 1995, the salary for the supervisory employees covered by the 1994 - 1997 agreement shall be as follows:

1. Class A Supervisors as defined above \$15.58 per hour
2. Class B Supervisors as defined above \$14.69 per hour

Effective March 11, 1996 the salary for the supervisory employees covered by the 1994 - 1997 agreement shall be as follows:

1. Class A Supervisors as defined above \$16.38 per hour
2. Class B Supervisors as defined above \$15.39 per hour