

4/30/89

A G R E E M E N T

Between

THE BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF LAPEER

-and-

THE LAPEER COUNTY ROAD COMMISSION
ENGINEERING DEPARTMENT EMPLOYEES' ASSOCIATION

MAY 1, 1986 - APRIL 30, 1989

Lapeer County Road Commission

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AGREEMENT

C.G. Sept
R.D. August, 1986, retroactive to May 1, 1986, between The Board of
This Agreement entered into on this 24th day of
County Road Commissioners of the County of Lapeer, (hereinafter
referred to as the "Employer" or "Commission") and the Lapeer
County Road Commission Engineering Department Employees'
Association (hereinafter referred to as the "Association").

PURPOSE AND INTENT: The general purpose of this
Agreement is to set forth terms and conditions of employment,
and to promote orderly and peaceful labor relations for the
mutual interest of the Employer, the Employees and the
Association.

The parties recognize that the interest of the
community and the job security of the employees depend upon the
Employer's success in establishing a proper service to the
community.

To these ends the Employer and the Association
encourage to the fullest degree friendly and cooperative
relations between the respective representatives at all levels
and among all employees.

1. RECOGNITION: Employees Covered.

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 Association 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 Engineering Department excluding temporary or seasonal employees.

2. AID TO OTHER UNIONS OR ASSOCIATIONS

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

3. ASSOCIATION SECURITY

(a) Each employee covered by this Agreement between the Commission and the Association shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of employment or the date of this Agreement, whichever is later, join the Association or pay a Service Fee to the Association equivalent to the amount of dues uniformly required of members of the Association, less any amounts not permitted by law; provided, however, that the bargaining unit member may authorize payroll deduction for such fee. In the event that a bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the Commission shall, at the request of the Association, deduct the Service Fee from the bargaining unit member's salary and remit the same to the Association under the procedure provided below.

(b) The procedure in all cases of non-payment of the Service Fees shall be as follows:

1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested, explaining that he is delinquent in not tendering the Service Fee, specifying the current amount of the delinquency, and warning him that unless the delinquent Service Fees are paid or a properly executed deduction form is tendered within fourteen (14) days, he shall be reported to the Commission and a deduction of the Service Fee shall be made from his salary.

2. If the bargaining unit member fails to comply, the Association shall give a copy of the letter sent to the delinquent bargaining unit member and the following written notice to the Commission at the end of the fourteen-day period:

The Association certifies that _____ (name) _____ has failed to tender the periodic Service Fee required as a condition of employment under the 1986-89 Agreement and demands that, under the terms of this Agreement, the Commission deduct the delinquent Service Fees from the collective bargaining unit member's salary. The Association certifies that the amount of the Service Fee includes only those items authorized by law.

3. The Commission upon receipt of said notice and request for deduction, shall act pursuant to Section (a) above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between bargaining unit members.

(c) With respect to all sums deducted by the Commission pursuant to this Article, the Commission agrees promptly to disburse said sums directly to the Secretary-Treasurer of the Association.

(d) Bargaining unit members paying the Service Fee provided for herein or whose Service Fees have been deducted by the Association from their salaries may object to the use of the Service Fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association.

(e) The Association agrees, upon request, to defend the Commission, its officers, agents or employees in any suit brought against all or any of them regarding this Article of the Collective Agreement, and to indemnify the Commission, its officers, agents or employees, for any costs or damages which may be assessed against all or any of them regarding this Article of the Collective Agreement.

(f) Termination of employment or transfer from the "Association" shall terminate membership in the "Association" and obligation to pay dues or service fees.

4. DISPUTES CONCERNING MEMBERSHIP

Any dispute arising as to an employee's membership in the Association shall be reviewed by the designated representative of the Employer and a representative of the Association, and if not resolved may be decided at the Final Step of the Grievance Procedure.

5. MANAGEMENT RIGHTS

(a) The Association recognizes that the Employer is charged with certain powers, rights, authority, duties and responsibilities by the laws and Constitution of the State of Michigan, which it must assume and discharge, and which shall not be delegated. Nothing contained herein either expressed or implied shall abridge, abrogate, or usurp such rights or duties of the Board, except as provided for in this Agreement.

It is agreed that other rights and responsibilities of the Employer and not in conflict with this Agreement, are hereby recognized.

(b) The Employer retains the sole and exclusive right to manage all of its operations and activities not in conflict with the terms of this Agreement. Among the rights of management included only by way of illustration and not by way of limitation is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated, and their locations; to direct and control operations as in the past; to establish reasonable work rules not contrary to this Agreement; to study and use improved methods and equipment; to manage its affairs efficiently and economically; to determine the type of services to be rendered, control of materials, tools and equipment to be used, materials,

or methods of operation; to introduce new equipment, methods, machinery, change or eliminate existing equipment, and institute changes, supplies to be used and purchased; to determine the size of the work force; to determine lunch, rest periods, clean-up time; to establish work schedules, and in all respects to carry out the ordinary customary function of management when not in conflict with the terms of this Agreement.

(c) The Employer shall have the right to hire; promote; assign in case of an emergency or illness which shall not be permanent; suspend; discipline; discharge; layoff and recall personnel; to establish and change work schedules; to provide and assign relief personnel when not in conflict with the terms of the Agreement.

6. ASSOCIATION REPRESENTATION

(a) The members of the Association shall be represented by the President, Secretary-Treasurer and Chief Steward.

(b) The President of the Association, or his representative or the Chief Steward, during working hours, without loss of time or pay, shall investigate grievances and present the same to the Employer. Any alleged abuse of this privilege shall be a proper matter for special conference.

(c) The President of the Association, or his representative or Chief Steward, shall notify his immediate supervisor when he leaves his work station, if the supervisor is available, or if means of communication is available, to notify

the Engineer or his designee in the absence of his immediate supervisor, that he is leaving to investigate or present a grievance, and when he returns to his work station to give the same notification in the same fashion.

7. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the Association President and the Employer or its designated representative upon the request of either party. Such meetings shall be attended by at least two, but not more than four, representatives of the Association. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Association shall not lose time nor pay for time spent in such special conferences.

(b) The Association representatives may meet at a place designated by the employee on the Employer's property for at least one-half hour immediately preceding the conference with the representative of the employee for which written request has been made.

8. GRIEVANCE PROCEDURE

(a) The Board recognizes that a sense of fairness and justice is necessary in the adjudication of employee

grievances. Should an employee feel that his rights and privileges under this Agreement have been violated, he may grieve in the following manner:

Step 1. The employee shall discuss his grievance with his immediate supervisor promptly and in any event within three (3) regularly scheduled work days either after it arises or after the employee obtains knowledge of the occurrence giving rise to the grievance. His immediate supervisor shall give him his answer within three (3) regularly scheduled work days after the employee presented the matter to him.

Step 2. Should the aggrieved employee and the Association decide that the reply of the immediate supervisor is unsatisfactory, the Association's Grievance Committee shall within five (5) regularly scheduled work days of receipt of the immediate supervisor's answer in Step 1, submit the facts of the grievance in writing to the Engineer. The Engineer shall within five (5) regularly scheduled working days reply to the Association and the aggrieved employee giving his decision.

Step 3. Should the aggrieved employee and the Association decide that the reply of the Engineer is unsatisfactory, the Association shall within five (5) regularly scheduled work days of receipt of the Engineer's answer in Step 2, submit the facts of the grievance in writing to the Board.

The parties shall arrange for a meeting between the Association representatives and the Board within ten (10) regularly scheduled working days for discussion of the

grievance. Within ten (10) regularly scheduled working days after said grievance discussion, the Board shall give its decision on the grievance to the Association in writing.

Step 4. If the grievance is still unsettled, the Association may, within thirty (30) days after the written reply of the Board, request arbitration by written notice to the Employer and said arbitration shall be conducted as follows:

- (I) The parties shall promptly endeavor to agree in the selection of an arbitrator. If they have not so agreed within seven (7) calendar days after the submission to arbitration, the Association representative shall, within the next seven (7) calendar days, request the American Arbitration Association to cause the selection of an arbitrator to be made in accordance with its Voluntary Labor Arbitration Rules then in effect.
- (II) The written grievance shall then be arbitrated by the arbitrator in accordance with such Voluntary Arbitration Rules.
- (III) The jurisdiction of arbitration hereunder shall be limited to an employee grievance arising out of the interpretation or application of this Agreement. The arbitrator shall not have jurisdiction to

add to, subtract from, or modify any of the terms of this Agreement, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto, or to exercise any of their functions or responsibilities.

(IV) The decision of the arbitrator shall be final and binding on all parties.

(V) Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Association.

However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

(b) The time limits set forth herein may be extended by mutual agreement in writing.

9. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, unless overtime was involved.

10. DISCHARGE AND DISCIPLINE

(a) Notice of Discharge or Discipline.

The Employer agrees promptly upon the discharge or discipline of an employee, to notify in writing the Association President of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Association President and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the Association President.

(c) Appeal of Discharge or Discipline.

Should the discharged or disciplined employee, or the Association President consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Association President to the Engineer within two (2) regularly scheduled working days of the discharge or discipline. The Engineer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Association, the matter shall be referred to Step 3 of the Grievance Procedure.

(d) Use of Past Record.

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously, nor impose discipline on an employee for falsification of his employment after a period of three (3) years from his date of hire.

(e) Any employee called to appear before the Board and/or the Manager in relation to his discharge or discipline shall be represented by the Association President.

11. SENIORITY

(a) New employees, excepting for temporary and seasonal employees, hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period by accumulating ninety (90) calendar days of employment, he shall be entered on the seniority list of the unit and shall rank for seniority from his first day of employment. There shall be no seniority among probationary employees.

(b) Seniority shall be on a bargaining unit wide basis, in accordance with the employee's last date of hire.

(c) A seniority list shall be compiled by the Commission on January 1, and July 1 of each year, and a copy of the same furnished to each member of the Association.

(d) Seniority shall be terminated for any of the following reasons:

1. Voluntary quit.
2. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. Being off the payroll of the Commission in excess of twelve (12) months; absence due to illness and authorized leaves of absence excepted.

(e) Probationary employees shall be entitled to life insurance, Blue Cross-Blue Shield Insurance, and retirement benefits, and shall not accumulate vacation time, sick leave benefits and funeral benefits provided that when a probationary employee reaches seniority status, such seniority shall be retroactive to the first day of employment; and sick leave and vacation time shall accrue from that date.

(f) Shift preferences will be granted on the basis of seniority within each classification.

(g) Temporary or seasonal employees shall be hired as such and shall not accumulate seniority; and the Employer may terminate said temporary or seasonal employee, and such action shall not be subject to the grievance procedure. The Commission shall notify the Association, in writing, through the check-off list as to whether or not an employee is seasonal or permanent. Temporary and seasonal employees may do the work that they have done in the past.

(h) The Employer shall inform the Association as to the wage rate to be paid temporary or seasonal employees, but the determination of said wage rate is the sole discretion of the Employer.

The Employer agrees that no member of the Association shall lose any normal hours of work as a result of CETA employees performing work.

No CETA employees shall perform work for the Road Commission if it results in the lay-off of any member of the Association or reduces the Association.

12. SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Employer and the Association. Any such supplemental agreements shall be approved or rejected by the Association membership within a period of ten (10) days following the conclusion of negotiations.

13. LAYOFF AND RECALL

(a) If it becomes necessary for a layoff, the following procedure will be mandatory.

Probationary, seasonal and temporary employees will be laid off first. Seniority employees will be laid off according to seniority, as defined in Article 11, Section (b). Seniority shall prevail as long as the employee can perform the work available.

(b) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The Association Secretary-Treasurer shall receive a list from the Employer of the employees being laid off on the same date notices are issued to the employees.

14. PROMOTIONS AND TRANSFERS

(a) The Association shall be notified of any new classification or job vacancies within the unit covered by this Agreement. Employees covered by this Agreement shall be given the opportunity to express their interest in the new classification or vacancy by posting of a notice of said vacancy or new classification five (5) working days before the Commission fills same. The Commission reserves the right to fill such new classification or vacancy and its choice of any individual, within or without the unit, to fill such classification or vacancy shall be within its sole discretion and not subject to the grievance procedure.

15. LEAVE FOR ASSOCIATION BUSINESS

(a) Members of the Association selected to attend a convention or educational conference shall be allowed time off without loss of time or pay to attend such a convention or conference.

16. SICK LEAVE-ABSENCE FROM WORK

(a) Every seniority employee shall earn sick leave with pay of one day for each completed month of service, except that no employee shall earn any sick leave during an approved leave of absence without pay. If during sick leave, the employee shall draw Worker's Compensation, his sick leave pay shall be only in such amount which when added to the amount received by reason of his Worker's Compensation, shall equal his total weekly pay if working forty (40) hours per week.

(b) Sick leave benefits shall be allowed from the first day of illness.

(c) An employee may utilize not to exceed six (6) days of sick leave time in any calendar year for business or personal purposes, provided that he shall give prior notice to his Supervisor of the days to be so used. The employee on request to the Engineer and subject to the sole discretion of the Engineer, may ask to use a seventh day as a personal discretionary day which shall be charged to the employees sick bank.

(d) An employee may utilize sick leave time for absence due to illness or injury or exposure to contagious disease which might result in endangering the health of other employees.

(e) All sick leave shall be substantiated by written evidence on a form provided by the Commission, which shall be signed by the employee. Falsification of such evidence may be cause for disciplinary action. The employee, shall, upon request of the Commission, submit a physician's statement substantiating his claim for sick leave if for four (4) or more work days. The employer may challenge the physician's statement if the statement is incomplete.

(f) In the event of a death in the immediate family of a seniority employee, the employee will be entitled automatically to a three (3) day leave with pay at his regular rate if during regularly scheduled working days. ("Immediate"

family in such cases shall include the employee's spouse, children, parents, brothers and sisters, parent-in-law, brothers-in-law, sisters-in-law, step-parents, grandparents and grandchildren).

(g) Any employee having seniority status, as defined in Section 11, shall upon termination of his employment, for any reason other than by death, be paid for all his unused vacation time.

(h) In the event of the death of an employee having seniority status as defined in Section 11, all unused vacation time and 50% of all accrued sick leave time shall be promptly paid to their widow or widower, if any, within sixty (60) days from the date of his death and after said sixty (60) days such accrued sums shall be payable to his estate if a fiduciary of same shall have been appointed within sixty (60) days of death. If the employee leaves no widow or widower surviving and no fiduciary shall have been appointed for his estate, within the time limit set forth herein, the Employer shall not be liable for any sums payable under this paragraph.

(i) The Commission shall cause a report of sick leave time used for each employee to be given to each pay period.

17. WORK DAY AND WORK WEEK

(a) The regular full working week shall consist of four (4) days, ten (10) hours per day Monday through Thursday, from 6:00 a.m. to 4:30 p.m. Any work over ten (10) hours per

day shall be considered overtime and the employee shall be paid for at one and one-half times the employee's regular rate of pay. Management has the right to temporarily change working hours based on job requirements.

(b) Employees will receive ten (10) hours of holiday pay and funeral leave for each of these days occurring between May 1 and October 31 of each year. In addition, employees will receive ten (10) hours pay for Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day and the day after or the day before Christmas Day. All other holidays will be paid at eight (8) hours. Employees may receive ten (10) hours pay for the holidays falling outside the period May 1 to October 1 and not specifically enumerated above only by using on each such holiday two (2) hours personal or vacation time or by working an additional two (2) hours on any such holiday. ^{week} The ^{C.G.} ₂₇ Weighmaster may work ten (10) hours per day four days a week at the discretion of the Engineer and will receive holiday pay based on such ten (10) hour work days in the weeks he worked ten (10) hours, four (4) days a week limited however to no more than the number of ten (10) hour holidays set forth in this paragraph (b). At all other times the Weighmaster will work eight (8) hours and be paid for eight (8) hours. Work days and hours may be adjusted by mutual agreement between an individual employee or the Association and the Engineer to accommodate construction activities, schooling, training sessions or other appropriate reasons. All hours over 10 hours per day or 40 hours per week will be overtime.

(c) Employees called back after having completed their scheduled work day shall be paid a minimum payment of two hours at the rate of time and one-half.

(d) Employees reporting to work at their regular time shall be guaranteed a minimum of four (4) hours work with pay.

(e) Any employee called in for emergency work at any time outside of the regular work day or week shall be entitled to be paid for a minimum of two (2) hours at the rate of time and one-half of the regular rate.

(f) All Saturday work shall be paid for at one and one-half times the employee's regular rate of pay, and all Sunday work shall be paid for at twice the employee's regular rate of pay.

(g) An employee may elect compensatory time off in lieu of overtime pay up to one hundred twenty (120) hours accumulation at the sole discretion of the Employer. If the compensatory time is not taken by the employee by the end of the contract year (May 1), the Employer will pay the employee a maximum of eighty (80) hours earned overtime and the employee may carry forward into the succeeding contract year a maximum of forty (40) hours earned overtime.

18. HOLIDAYS

(a) New Years Day, Good Friday, Memorial Day, the 4th of July, Labor Day, Veteran's Day, first day of Deer Hunting Season (November 15), Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, (and either the day before or after Christmas Day, depending upon weather or emergency conditions) are hereby declared to be holidays and employees shall be paid at their regular rate for such days, provided they

shall have worked the last regular work day prior thereto or the first regular work day thereafter.

(b) Should an employee be required to work on any such holidays, he shall be paid at twice his hourly rate, in addition to his holiday pay.

(c) Should any of these holidays fall upon Saturday, the preceding Friday will be considered to be the holiday. Should any of these holidays fall upon Sunday, Monday will be considered to be the holiday, if the employee worked the last regular work day prior to or the first regular work day thereafter.

(d) In addition to the above holidays the Commission will provide, subject to the eligibility requirements of Paragraph 18(a), a floating holiday which shall be either the day immediately before or the day immediately after July 4, at the sole discretion of the Commission.

19. VACATIONS

(a) An employee shall earn credits toward vacation with pay in accordance with the following schedule:

After 1 year thru 3 years of service... 1 week vacation
After 3 years thru 7 years of service.. 2 weeks vacation
After 7 years thru 15 years of service. 3 weeks vacation
After 15 years of service 4 weeks vacation

provided that one week of such four-week vacation can only be taken between November 1 of any calendar year and the first day of April in the next calendar year.

(b) Employees are entitled to accumulate not to exceed ten (10) days of their vacation time. Dates for

requested vacation time occurring between July 15 and October 15 of any calendar year shall be subject to the approval of the Engineer. Holidays occurring during an employee's scheduled vacation period shall be paid for at the employee's regular rate on his next pay period date. Such accumulated vacation time can be taken one day at a time, provided forty-eight (48) hours notice is given in advance.

20. RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Association prior to establishing a classification and rate structure. In the event the Association does not agree that the description and rate are proper, it shall be subject to negotiation.

21. SAFETY AND ACCIDENTS

(a) Any employee involved in an accident shall immediately report said accident and any physical injury sustained. The employee, immediately after the accident, shall make out an accident report form in writing and shall turn in all available names and addresses on any accident.

(b) The Commission will furnish an accident report kit in each vehicle to be used in filing report hereunder.

(c) It will be the responsibility of each employee to report to his supervisor any malfunction of equipment. The Employer shall remove or repair, at its option, any unsafe equipment.

22. EMPLOYMENT BENEFIT PLANS

(a) Effective May 1, 1986, full premiums on life insurance as presently carried with Minnesota Mutual Life Insurance Co. The amount shall be \$11,500.00 for Engineering Aides, Engineering Secretaries, and Secretary-Typists and \$12,500.00 for Engineering Foreman, Weighmaster, and Surveyor.

(b) The Employer agrees to pay the full premium for hospitalization, medical and drug coverage for the employee and their dependents, the plan to be the predetermined Blue Cross-Blue Shield MVF-1 with a drug rider with a \$2.00 deductible provision. With the mutual agreement of the Association the Commission may use any insurance carrier or be self-insured so long as it provides the benefits of the aforementioned policy. This coverage shall be applied to all employees except seasonal and temporary.

(c) The Employer will provide a group optical program for the employee, spouse, and dependent children under 19 years of age as follows at an optometrist and service selected by the Commission: once every two (2) years for each person -- an eye examination by an optometrist and a pair of prescription eyeglasses if needed. Coverage of the program includes basic frame selection and bifocal selections of KRYPTOK or D. S. SEG, 22 mm.

23. RETIREMENT

(A) Normal retirement age shall be sixty-five (65) years provided that an employee may continue to work after he has reached the full age of sixty-five (65) with the consent of

the Board. Early retirement age shall be that under the age of sixty-five (65) years at which a retiring employee shall have qualified for and shall have been awarded Social Security benefits either because of age or disability or at such earlier age as is provided for under Michigan Municipal Employees Retirement System.

(b) The Board will maintain payments for Federal Old Age and Survivors Insurance for all its employees.

(c) The Board will maintain payments for Blue Cross and Blue Shield medical, hospitalization and drug (\$2.00 deductible) insurance for retired employees and their dependents.

(d) Upon their retirement each employee shall receive pay for 50% of their accrued sick leave at the employee's current rate of pay.

(e) The Board will maintain payments for retirement income under the provisions of Act No. 135 of the Public Acts of 1945 as amended by Act No. 124 Public Acts of 1966, on a participating basis for each employee as provided for a "Plan C-1 Member" as described in such Act.

(f) The Employer shall provide each Association employee a copy of the annual report received from the Michigan Municipal Employees Retirement System, showing each employee's accumulation in the fund.

(g) The Employer shall maintain premiums on the amount of life insurance for retired employees as shall be in effect under this Agreement on date of retirement.

24. JOB CLASSIFICATION AND WAGES

(a) Until further notice, the Commission makes the following job classifications and will pay the basic hourly rates set opposite each such classifications and shall, from time to time, establish such other classifications and rates therefore as it may, in its judgment, deem necessary for proper operation, in accordance with this Agreement.

	<u>5/1/86</u>	<u>5/1/87</u>	<u>5/1/88</u>
Engineering Aides	\$5.98 - 10.66	6.22 - 11.09	6.47 - 11.53
Surveyor	9.62 - 11.69	10.00 - 12.16	10.40 - 12.65
Weighmaster	5.98 - 10.66	6.22 - 11.09	6.47 - 11.53
Engineering Secretary	5.51 - 9.04	5.73 - 9.40	5.96 - 9.78
Secretary-Typist	5.51 - 7.80	5.73 - 8.11	5.96 - 8.43
Engineering Foreman	9.63 - 11.70	10.02 - 12.17	10.42 - 12.66

(b) The Association may request changes in the above classifications sixty (60) days prior to the expiration of this Agreement. The parties agree to meet and negotiate in good faith to redraft the classifications if so requested by the Association.

(c) Probationary employees will start at thirty cents (0.30¢) less than the hiring rate and upon the completion of thirty (30) working days shall receive a 0.15¢ increase and at the end of ninety (90) calendar days will receive a full hiring rate, provided, however, that the hiring rate may be less than the top of the pay range for the classification.

(d) All employees shall be furnished two pair of gloves by the Commission per contract year. However, after the first pair has been furnished, an employee must turn in a worn-out pair of gloves in order to secure a new replacement,

and in the event he cannot furnish a worn-out pair by reason of loss or otherwise it will be necessary for him to purchase a pair of gloves from the Commission at its cost.

25. NO STRIKES

There shall be no strikes, slow-downs or work stoppages during the term of this contract.

26. COST-OF-LIVING ALLOWANCE

(a) Effective prospectively only with the first payroll period commencing on or after May 1, 1988, and thereafter, during the term of this Agreement, each employee will receive a cost-of-living allowance as set forth below.

(b) The amount of the cost-of-living allowance shall be determined and redetermined as provided below on the basis of the Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) published by the Bureau of Labor Statistics, United States Department of Labor (1967=100) and referred to herein as the "Index".

(c) The adjustment in the cost-of-living allowance shall be made as of the first payroll period commencing on or after August 1, 1988 and adjusted quarterly thereafter and shall be based upon the Consumer Price Index as of the second preceding month to the adjustment date as follows:

Adjustments Shall
Be Made In

August
November
February
May

Based Upon Consumers
Price Index for Preceding

June
September
December
March

(d) In the event the Bureau of Labor Statistics shall not issue the appropriate Index on or before the beginning one of the pay periods referred to in the above table, any adjustments in the allowance required by such Index shall be effective at the beginning of the first pay period after receipt of such Index.

(e) No adjustments, retroactive or otherwise, shall be made in the amount of the cost-of-living allowance due to any revision which later may be made in the published figures for the Index for any month on the basis of which the allowance shall have been determined.

(f) The amount of the cost-of-living allowance which shall be effective prospectively for any three-month period as specified shall be one (1¢) cent adjustment for each 0.4 point increase in the Index.

(g) The cost-of-living allowance shall not be added to the base rate for any classification, but only to each employee's straight-time hourly earnings. The cost-of-living allowance shall not be rolled in to the employee's straight-time hourly rate.

(h) A decline in the Index below .1 above the April, 1986 figure shall not result in a reduction of classification base rates.

(i) The cost-of-living allowance shall be taken into account in computing overtime, Sunday and holiday and shift premiums, and in determining call-in pay, unworked holidays, jury duty pay, and bereavement pay.

(j) Continuance of the cost-of-living allowance shall be contingent upon the availability of the Index in its present form and calculated on the same basis as the Index for April, 1986 unless otherwise agreed upon by the parties. Should the Consumer Price Index in its present form become unavailable the parties shall attempt to agree on a replacement and if no said agreement is reached, the parties shall request the Bureau of Labor Statistics to provide the appropriate correction or applicable adjustment which shall apply as of the appropriate adjustment date thereof.

(k) The parties agree that the cost-of-living adjustment provided herein shall be paid in one quarterly amount due the first payroll period commencing on or after August 1, 1988 and quarterly thereafter.

(l) During the third year of the Agreement (May 1, 1988 to April 30, 1989) there shall be a quarterly cap on the cost-of-living allowance of five cents (5¢) per quarter but in no event shall the total allowance be more than ten cents (10¢) for the year. If the allowance shall be less than five cents (5¢) in any quarter, the difference shall not carry over into any succeeding quarter.

(m) There shall be no cost-of-living adjustment whatsoever during the first and second years of this Agreement.

27. JURY DUTY

(a) Any seniority employee who is called to and reports for jury duty shall be paid by the Employer for each day

partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work for the Employer and does not work, an amount equal to the difference between (i) the employee's regular straight-time hourly rate, exclusive of overtime and other premiums for the number of hours up to eight (8) that he otherwise would have been scheduled to work and (ii) the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses).

(b) Employees must return to work when not required to be present for jury duty during regularly scheduled working hours.

(c) In order to receive payment under this Section, an employee must give the employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

28. MISCELLANEOUS PROVISIONS

(a) Military Service. Any employee having seniority status as defined, in Section 11, entering the Army, Navy, Air Force or Marine Corps on active duty, shall, upon their return from such service, be entitled to reinstatement in their job with pay at the prevailing rate at the time of return. They shall suffer no loss of seniority for periods of military duty or for periods of military reserve training.

(b) Should any provision of this Agreement be found to be in violation of any Federal or State law by a Court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

(c) Neither the Commission nor the Association shall discriminate against any person because of sex, race, creed, color or national origin. No employee shall in any manner attempt to coerce another employee to join any organization of employees and no employees shall deride or abuse any other employee because of non-membership in any organization of employees.

(d) Leave of Absence. Leave of absence shall be granted upon agreement between the Association representative and the Commission for periods of time satisfactory to both parties.

(e) Access to Premises. The Commission will permit Association representatives to enter the premises for individual discussion of working conditions with employees where the third state of grievance procedure has been reached, provided, care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

(f) Paycheck stubs to include straight hours worked and overtime hours worked, and shortage of \$10.00 or more in checks to be made up as soon as amount is verified otherwise to be made up on next pay period check.

(g) Shift Premium. Employees who work the second or third shift shall receive in addition to their regular pay for the pay period ten cents (0.10¢) per hour additional compensation.

(h) Rules of Conduct. The Commission, may, from time to time, post rules of conduct for employees and disciplinary measures for infractions thereof.

29. TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect May 1, 1986 through April 30, 1989 and supplants in every effect all previous contracts between the parties. The subsequent contract will be retroactive to May 1 for monetary provisions.

(b) If either party desires to modify or change this Agreement, it shall sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) Notice of Termination or Modification. Notice shall be in writing and if to the Association, to the Association President or the Employer, addressed to the Lapeer County Road Commission, Lapeer, Michigan or to any such address as the Association or the Employer make available to each other.

30. REVIEW

Employees performance will be reviewed on an individual basis annually. During this review a step increase would be considered. Present employees' 1986 review will be before December 31, 1986.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the day and year first above written.

The Lapeer County Road Commission
Engineering Department
Employees' Association

Michael W. Lutz 9-26-86
President (date)

Ray D. Davis
Secretary-Treasurer

Mart Schwed
Chief Steward

The Board of County Road
Commissioners of the County
of Lapeer

Charles J. Reynolds
Chairman, Charles J. Reynolds

Robert Carls Sr.
Vice Chairman, Robert Carls, Sr.

Member, C. Dale Kile

LETTER OF UNDERSTANDING

It is agreed between the Association and the Board of County Road Commissioners of the County of Lapeer that in the first year of the Agreement only, the floating holiday referenced in Article 18, paragraph d of the Agreement shall be scheduled for either the day immediately before or the day immediately after Labor Day, at the sole discretion of the Employer, and such floating holiday during said first year shall not be provided the day immediately before or after July 4.

DATED: September 26, 1986.

The Lapeer County Road Commission
Engineering Department Employees'
Association

Michael W. Lut
President
Ray O. Davis
Secretary-Treasurer
Mat Schved
Chief Steward

The Board of County Road
Commissioners of the County
of Lapeer

Charles J. Reynolds
Chairman
Robert Carlisle
Vice Chairman

Member

LETTER OF UNDERSTANDING

During the course of negotiations concerning hospital and medical benefits, agreement was reached between the parties memorialized in Section 20(b) of the Collective Bargaining Agreement. However, it was understood that during the life of the Collective Bargaining Agreement, the Association may present to the Board of County Road Commissioners any insurance plan which would incorporate medical-hospitalization insurance benefits and provide other insurance benefits at a total cost less than or equal to what the Commission at the time is paying for medical-hospitalization insurance.

The Commission is under no obligation to accept said offer, however, with the Agreement of the Commission, the Association may use any insurance carrier.

DATED: September 26, 1986.

The Lapeer County Road Commission
Engineering Department Employees'
Association

Michael W. To
President

Kay D. Dan
Secretary-Treasurer

Mart Schmed
Chief Steward

The Board of County Road
Commissioners of the County
of Lapeer

Charles J. Reynolds
Chairman

Robert Coombs
Vice Chairman

Member

Board of Lapeer County Road Commissioners

Box 327, 820 Davis Lake Rd.
Lapeer, Michigan 48446
(313) 664-6272

BOARD OF COMMISSIONERS
Robert Carls, Sr.
C. Dale Kile
Charles J. Reynolds

Manager, Curt Gnepper
Engineer, David L. De Sandre
Financial Director, David McNash

LETTER OF UNDERSTANDING

Article 26 (n) The present cost of living allowance frozen at 25¢ per hour carried forward from previous contract will be paid on a quarterly basis for the term of this contract and computed as provided under Article 26, Section (i).

Lapeer County Road Commission, Engineering
Department Employees Association

Board of County Road
Commissioners of Lapeer County

Michael W. Lee
President

Charles Reynolds
Chairman

Ray D. Davis
Secretary-Treasurer

Robert Carls, Sr.
Vice Chairman

Mant Schrock
Steward

Member