

Original
5/31/89

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
SUPERVISORY AND CLERICAL EMPLOYEES' ASSOCIATION

JUNE 1, 1986 - MAY 31, 1989

Lapeer County Road Commission

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This Agreement entered into this _____ day of August, 1986, retroactive to June 1, 1986, by and between the Board of County Road commissioners of the County of Lapeer, State of Michigan, hereinafter referred to as the "Employer", and the Lapeer County Road Commission Supervisory and Clerical Employees' Association, hereafter referred to as the "Association".

PREAMBLE:

It is the desire of the Parties to this Agreement to continue to work together harmoniously and to promote and maintain good relations between the "Employer" and the "Association", which will serve to the best interests of all concerned and it is to these ends the "Employer" and the "Association", encourage to the fullest, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. MANAGEMENT RIGHTS

(A) The bargaining unit 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 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, cleanup 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 this Agreement.

ARTICLE 2. SUPERVISORY DIRECTIVES

The following are directives to the foreman of the Lapeer County Road Commission that shall be complied with at all times and failure to so comply shall subject the noncomplying individual to appropriate discipline up to and including discharge:

(A) Being that supervision of the Commission's employees is the direct responsibility of the Commission's foreman, all such foremen are charged with the duty to see that the Commission's work rules and guidelines are adhered to by all employees and are fully enforced.

(B) All foremen are charged with the duty and responsibility to aid the Commission in the control and usage of its inventory and equipment and to those ends must at all times be able to identify and locate any and all Commission equipment and inventory that is under their supervision and/or control.

(C) At no time shall any foreman of the Commission inform any member of the Public that any project or

assignment shall be commenced and/or completed as of a certain date without first obtaining the approval of the Commission to do so.

ARTICLE 3. NO STRIKES

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

ARTICLE 4. RECOGNITION

The "Association" is hereby recognized as the exclusive representative of all Clerical and Supervisory employees designated as the following classifications:

Office Clerical, Bookkeeper/Office Manager, Stockroom Clerical and Purchasing Agent, Working Foreman, Non-Working Foreman, Shop Foreman, and for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and working conditions.

ARTICLE 5. 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.

ARTICLE 6. ASSOCIATION REPRESENTATION

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

(B) The President of the "Association", his representative, or the Chief Steward shall be responsible to investigate the grievances during the working hours without loss of time or pay and present them to the "Employer".

ARTICLE 7. SENIORITY

(A) New 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 terminated for any of the following reasons:

(1) Employee voluntarily quits.

(2) Employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(C) Probationary employees shall be entitled to life insurance, Blue Cross-Blue Shield Insurance, and retirement benefits, but 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.

(D) Members of the Association who have transferred out of the unit represented by Local 1071 and into a unit represented by the Association shall accumulate seniority in the Local 1071 unit for up to one (1) year for purposes of job bidding but they may not exercise their bid rights while they are out of the unit; provided, however, they shall accumulate full seniority for all other purposes.

ARTICLE 8. DISCHARGE AND DISCIPLINE

(A) Notice of discharge or discipline: The employer agrees to promptly notify in writing the "Association" of the discharge or discipline of any member of the "Association".

(B) Appeal of discharge or discipline: Should the discharged or disciplined employee, or the "Association" consider the discharge or discipline to be improper, a complaint shall be presented in writing through the President of the "Association" to the "Employer". If not resolved, the President and Chief-Steward of the "Association" shall meet with the "Employer" to discuss the evidence brought against the employee.

(C) If a decision cannot be reached or agreed upon, the "Association" and the Board shall mutually select a third party to review the evidence and present a written recommendation to the Association and Board for their consideration.

(D) If a decision still cannot be reached or agreed upon, the Association shall within 30 days request an Arbitrator by written notice to the Board. The decision of the Arbitrator shall be final and binding to all parties.

(E) Expenses for the Arbitrator's services for the proceedings shall be born equally by the Board 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, provided the party pays for the records and makes copies available to the other party and to the Arbitrator.

ARTICLE 9. LAYOFF AND RECALL

(A) If it becomes necessary for a layoff due to reduction of work or elimination of job classifications the employee's seniority shall prevail as long as the employee can perform work assigned by the "Employer".

(B) Employees to be laid off for an indefinite period of time shall be notified seven (7) calendar days prior to layoff.

(C) Recall shall be in inverse order and within classification.

ARTICLE 10. 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. Sick leave may be accumulated throughout an employee's period of service. If, during sick leave, the employee shall draw Worker's Compensation, his sick leave 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 a full work week in accordance with the Agreement.

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

(C) An employee may utilize not to exceed six days of sick leave time in any calendar year for personal purposes. However, at the sole discretion of the Engineer Manager, a seventh day may be taken by the employee for personal reasons and such day shall be charged to the employee's sick leave.

(D) All sick leave used shall be substantiated by written evidence on a form provided by the "Employer" which shall be signed by the employee. Falsification of such evidence shall be cause for dismissal. The employee, upon request of the "Employer" shall submit a physician's statement substantiating his claim for sick leave pay for all illnesses four (4) days or more in length.

(E) In the event of a death in the immediate family of a seniority employee, the employee shall be entitled automatically to a three (3) day leave with pay at his regular rate. (Immediate family in such cases shall include the

employee's spouse, children, parent, brothers, sisters, parents-in-law, brothers-in-law, sisters-in-law, step-parents, grandparents, and grandchildren).

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

(G) In the event of the death of an employee having seniority status as defined, all unused vacation time and fifty (50%) percent of all accrued sick leave time shall be promptly paid to his widow, widower, or estate.

ARTICLE 11. WORK DAY AND WORK WEEK

(A) The regular work week for all of the "Association" members shall consist of forty (40) hours of five (5) days, Monday thru Friday. Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one day and/or forty (40) hours a week.

(B) 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.

(C) The Commission may establish a four-day, ten hour per day, work week in any calendar year between May 1 and October 31. The plan will operate for a minimum of thirty (30) days with either the Commission or the Association being able to terminate the plan upon fifteen (15) days written notice. If a

four-day, ten hours per day, work week is established, the appropriate adjustments will be made as to sick leave accumulation, vacations and overtime provisions as may be necessary during the period said work week and work day is in operation in accordance with past practice.

(D) An employee may elect compensatory time off in lieu of overtime pay up to one hundred twenty (120) hours earned in a contract year, 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.

ARTICLE 12. HOLIDAYS

(A) New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, the opening 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 conditions 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 12(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.

ARTICLE 13. 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 and such accumulated time must be taken during the period of November 1st to May 1st of each year.

(C) 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.

(D) Vacations may be taken in one (1) day increments if forty-eight (48) hours advance notice is given. The Commission may limit the number of employees on vacation, based on seniority, at any one time or on any one day.

ARTICLE 14. EMPLOYMENT BENEFIT PLANS

The Employer will pay the premiums on the Life, Medical Care and Hospitalization Insurance for the protection to the employees, as follows:

(A) Full premiums of life insurance with the following policy face value effective the following periods for the following classifications:

	<u>June 1, 1986</u>
Office-Clerical and bookkeeping / <i>off mgr. was B</i>	<i>8/27/86</i> 10,500
Working Foreman and Stock Clerks <i>cut</i>	<i>8/22/86</i> 11,500
Non-working Foreman, Shop Foreman and the Superintendent of State Trucklines	13,000

(B). The Employer agrees to pay the full premium for hospitalization, medical and drug coverage for the Employee and his dependents, the plan to be the predetermined Blue Cross/Blue Shield MVF-1 with a drug rider with \$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 apply to all seniority employees.

(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 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 of D. S. SEG, 22 mm.

ARTICLE 15. RETIREMENT

(A) Normal retirement age shall be sixty-five (65) years provided that an employee may continue to work after he has reached full age of sixty-five (65) years with the consent of the Employer. Early retirement age shall be that age under sixty-five (65) years at which a retiring employee shall have qualified and shall have been awarded Social Security Benefits either because of age or disability or at such earlier age as provided for under Michigan Municipal Employees' Retirement System.

(B) The Employer will maintain payments for the Blue Cross-Blue Shield hospitalization insurance for retired employees and their dependents subject to the provisions of Article 14, paragraph B.

(C) The Employer will maintain payment for Federal Old Age and Survivors Insurance for all its employees.

(D) Upon his or her retirement each employee shall receive pay for 50% of his accrued sick leave.

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

ARTICLE 16. JOB CLASSIFICATIONS AND WAGES

	<u>June 1, 1986</u>	<u>June 1, 1987</u>	<u>June 1, 1988</u>
Non-Working Foreman	10.67 to 11.59	11.09 to 12.05	11.53 to 12.53
Shop Foreman	10.67 to 11.59	11.09 to 12.05	11.53 to 12.53
	<u>June 1, 1986</u>	<u>June 1, 1987</u>	<u>June 1, 1988</u>
Working Foreman	10.42	10.83	11.27
Stockroom Clerk & Purchasing	9.88 to 11.04	10.27 to 11.48	10.68 to 11.94
Office Clerical	7.49 to 9.24	7.79 to 9.61	8.11 to 9.99
Bookkeeper/ Office Manager	7.49 to 10.31	7.79 to 10.73	8.11 to 11.15

(B) Night Working Foreman shall receive a .10¢ per hour shift differential.

(C) The Employer agrees that before establishing new classifications or eliminating old classifications the "Association" shall be notified in writing and a meeting scheduled to discuss the same.

ARTICLE 17. 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:

<u>Adjustments Shall</u> <u>Be Made In</u>	<u>Based Upon Consumers</u> <u>Price Index for Preceding</u>
August	June
November	September
February	December
May	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, 1988 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, 1985 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 this Agreement (June 1, 1988 to May 31, 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.

ARTICLE 18. 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 the Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

(D) Employees who have worked the night when called for jury duty during the day shall, at the sole option of the Commission, be permitted to work the night shift after serving jury duty. In the event the Commission elects not to permit the employee to so work, the employee shall only receive jury duty pay in accordance with subsections (A), (B), and (C) of this Article.

ARTICLE 19. PROMOTIONS AND TRANSFERS

(A) The Association shall be notified of any new classifications 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) days before the Commission fills same. The Commission reserves the right to fill any and all such vacancies or new classification, from within or without the unit, and its choice to fill such new classification or vacancy, and its criteria for doing so shall be within its sole discretion.

(B) Probationary employees will start at thirty cents (30¢) less than the hiring rate and upon completion of thirty (30) working days shall receive a fifteen cents (15¢) increase and at the end of ninety (90) calendar days will receive the full hiring rate, provided however, that the hiring rate may be less than the top of the pay range for the classification.

ARTICLE 20. 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 working 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 Manager. The Manager 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 Manager is unsatisfactory, the Association shall within five (5) regularly scheduled work days of receipt of the Manager'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 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 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.

ARTICLE 21. MISCELLANEOUS PROVISIONS

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

(B) Should any provision of this agreement be found 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 "Employer" nor the "Association" shall discriminate against any person because of race, color, creed, sex, or national origin.

(D) Leave of Absence. Leave of absence shall be granted upon agreement between the "Association" and the "Employer" for periods of time satisfactory to both parties.

(E) In the interpretation of this Agreement, the "Employer" shall give the employee credit for all service rendered to the "Employer" prior to the date hereof the same as if this Agreement had been in effect at the time such employee was hired.

ARTICLE 22. TERMINATION AND MODIFICATION

(A) This Agreement shall continue in full force and effect until May 31, 1989, and supplants in every respect all previous contracts between the parties.

(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 part of this Agreement without modifying or changing any of the other terms of this Agreement.

Article 23. EFFECTIVE DATE

This agreement shall become effective the 1st day of June, 1986 for all of its provisions.

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
Supervisory & Clerical Employees'
Association

Ken Feick
President

Cheryl Woidan
Vice-President

Gary Taylor
Secretary-Treasurer

Paul J. Smith
Chief Steward

The Board of County Road
Commissioners of the County
of Lapeer

Charles Reynolds
Chairman

Robert P. Peck
Vice Chairman

C. Dale Kile
Member

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 12, 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: August __, 1986

The Lapeer County Road Commission
Supervisory & Clerical Employees'
Association

Ken Fischer

President

Cheryl Waidan

Vice-President

Gayle Ingold

Secretary-Treasurer

Paul R. Stein

Chief Steward

The Board of County Road
Commissioners of the County
of Lapeer

Charles J. Reynolds

Chairman

Robert P. Peck Sr.

Vice Chairman

C. Dale Kite

Member