

1/15/94

Ogemaw County Road Commission

AGREEMENT
BETWEEN
OGEMAW COUNTY ROAD COMMISSION
AND
UNITED STEELWORKERS OF AMERICA (AFL-CIO-CLC)
ON BEHALF OF
LOCAL #15528

Effective: December 30, 1990
Terminates: January 15, 1994

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AGREEMENT

This Agreement entered into on this thirtieth day of December, 1990 between the Ogemaw County Road Commission hereinafter referred to as the "Employer", and the United Steelworkers of America (AFL-CIO-CLC), hereinafter referred to as the "Union", on behalf of Local Union #15528.

PURPOSE AND INTENT

The general purpose of this agreement is to set forth agreed upon terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

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

To these ends, the Employer and Union encourage to the fullest degree productive and cooperative relations between the respective representatives at all levels and among all employees. Also, the Employer and the Union, to their fullest extent, shall promote and encourage "Equal Employment Opportunity" and "Drug Free Work Environment" policies adopted in accordance with federal and state law.

ARTICLE I. RECOGNITION

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 described below:

INCLUDING: All full-time and regular part-time employees employed by the Employer, that appear in Appendix "A".

EXCLUDING: Supervisors, temporary employees, professional employees, all elected or appointed officials, and clerical employees.

This recognition clause shall be construed to apply to employees and not to work. It shall not be construed to mean that any employee or classification of employees has an exclusive right to any work or equipment. The specific terms of this contract

shall be the sole source of any rights that may be asserted by the Union against the Employer.

ARTICLE II. MANAGEMENT RIGHTS

Section 1. The Union and the bargaining unit recognize and agree that the Employer is charged with certain powers, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States, which it must assume and discharge and which may not be delegated. Nothing contained herein, either expressed or implied, shall abridge, abrogate, or usurp such rights or duties of the Employer.

Section 2. Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the Road Commission in all of its operations and activities. 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 service to be furnished and the methods, procedures, means equipment and machines required to provide such service; to establish and delete classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to establish reasonable work rules; to study and use improved methods and equipment; to manage its affairs efficiently and economically; to determine the quantity and quality of service to be rendered, the control of materials, tools, equipment to be used, and the discontinuance of any service, 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 contract or subcontract or purchase any or all work or the construction of any new facilities or the improvement of existing facilities; to determine the size of the work force and increase or decrease its size; to determine the lunch, rest period, clean-up time, the starting and quitting time and the number of hours to be worked; to establish work schedules; to set rates of new job classifications; to abolish past work customs and practices

which management determines are inefficient and costly; and in all respects to carry out the ordinary and customary function of management.

Section 3. Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to hire, promote, assign transfer, suspend, discipline, discharge, layoff and recall personnel; to establish reasonable penalties for violation of any rules; to make judgments as to ability and skill; to determine work loads; to provide and assign temporary personnel.

ARTICLE III. NO STRIKES OR LOCKOUTS

(a) The Employer will not lock out employees during the term of this agreement.

(b) The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are service essential to the public health, safety and welfare.

(c) Under no circumstances will the Union cause or permit its member to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slowdown of work or restriction of production or interference with the operations of the Employer, or any picketing or patrolling during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the Employer shall not be required to negotiate on the merits of the dispute that gave rise to the stoppage or curtailment until same has ceased.

(d) In the event of a work stoppage, picketing, patrolling, or any other curtailment by the Union or the employees covered hereunder during the term of this Agreement, the Union, by its officers, agents and representatives shall immediately declare such work stoppage, picketing, patrolling or other curtailment to be illegal and unauthorized in writing to the employees, and order said employees in writing to stop the said conduct and resume full work. Copies of such written notices shall be served upon the Employer. The Employer shall have the right to discipline up to and including discharge any employee who instigates,

participates in or give leadership to any activity herein prohibited.

(e) The employees and the Union further agree that they shall not employ the services of outside persons to perform picket duties against said Employer.

ARTICLE IV. PROBATIONARY EMPLOYEES

(a) All full-time employees shall serve a probationary period of six (6) months during which time they will be termed "probationary employees". An employee's probationary period may be extended up to an additional six (6) months by mutual agreement between the Employer and the Union. Should an employee's probationary period be extended, he will be eligible for holiday pay during the extended period.

(b) Probationary employees' service with the Employer may be terminated at any time by the Employer without assigning any cause therefore.

(c) During the probationary period, an employee will earn and accrue sick leave and vacation benefits but will not be eligible to use same until they have achieved regular employee status.

ARTICLE V. NO DISCRIMINATION

This Agreement shall be applied uniformly to all eligible members of the bargaining unit and there will be no discrimination with respect to conditions of employment because of his race, color, age, sex, religion, national origin or political affiliation.

ARTICLE VI. CAPTION

The Captions used in each section of this Agreement are for identification purposes only and are not a substantial part of this Agreement.

ARTICLE VII. GENDER

Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE VIII. SENIORITY

(a) A regular employee shall be one who has successfully completed his probationary period.

(b) Seniority of employees is hereby recognized by the Employer in accordance with the employees' last date of hire.

ARTICLE IX. LOSS OF SENIORITY

An employee's seniority and employment will automatically be terminated if:

1. the employee quits;
2. the employee is discharged for just cause;
3. the employee fails to return to work within three (3) working days after the receiving of the Employer's notice of recall by certified mail to the last-known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address;
4. the employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, except when the failure to notify and work is due to the control of the employee;
5. the employee is laid off for a continuous period of two (2) years. Provided the laid off employee still has the physical ability to perform the work he was capable of at the time he was laid off;
6. the employee retires;
7. the employee accepts a position with the Employer that is not in the bargaining unit and holds any such position for one (1) year or more; (this applies to loss of seniority only);
8. a settlement between the Employer and the employee has been made for total disability under Worker's Compensation;
9. in the event of a short-term layoff, 90 days or less, the recalled employee shall report for duty within one working day of being notified of such.

ARTICLE X. DISCIPLINE AND DISCHARGE

The Employer shall have the right to adopt, revise, and enforce reasonable working rules, safety regulations and other regulations. The Employer shall have the sole right to discipline up to and including discharge of all employees covered by this Agreement for just. cause.

In the event that a discharged employee feels that the discharge was unjust, the employee shall have the right to use the

grievance procedure to resolve the issue. The grievance in this case must be filed with the Engineer-Manager within five (5) working days from the date of the discharge. If no grievance is filed in the time specified, the said discharge shall be deemed to be final.

ARTICLE XI. CHANGE IN PERSONAL STATUS

Employees shall notify the employer of any change of name, address, or telephone number promptly, within five (5) days after such change has been made.

To protect his benefits, an employee should promptly notify the Employer of any change in his marital status or number of dependents.

In the event an employee does not notify the Employer, the Employer shall not be responsible for his benefits.

ARTICLE XII. LAYOFF - RECALL

(a) In the event a layoff is required as determined by the Employer, the layoff procedure will be as follows:

1. all probationary and temporary employees will be laid off first; next
2. the lowest seniority employee, provided the remaining employees have the ability (as defined in Article XXXIX Section h) and also the physical ability to perform the remaining work.

(b) Following a layoff, if recall is required, the last employee laid off will be recalled first provided the laid off employee still has the physical ability to perform the work he was capable of at the time he was laid off.

When layoffs are determined to be necessary the employer will accept volunteer layoffs for (1) month periods.

ARTICLE XIII. GRIEVANCE PROCEDURE

Section 1. A grievance under this Agreement is a written dispute, claim, or complaint arising under the terms of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit.

Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance will be moved to the next step.

The grievance procedure shall not apply to the retirement plan or any of the insurance plans or the payment of insurance benefits, unless the grievance is against the Employer. All grievances must be signed and dated by the aggrieved employee and his representative and name the Articles violated. All grievances must be filed within five (5) working days after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Section 2. Any and all grievances mutually resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding upon the Employer and its representatives, the Union, the bargaining unit, and any and all unit employees involved in the particular grievance.

STEP 1. Any employee having a complaint shall (in person, by phone or mail) first take up the matter with his Foreman. The employee may request his Union representative to accompany him if the employee so desires.

If a satisfactory answer is not received within three (3) working days, the Union representative shall reduce the matter to written form stating all facts in detail and submit same to foreman. The form shall, within five (5) working days, record his disposition in detail on all copies of the grievance form, returning two (2) copies to the Union representative.

STEP 2. Failing to resolve the issue in STEP 1, the Union representative shall then, within five (5) working days of receipt of the Foreman's disposition, contact the Engineer-Manager to discuss said grievance. This meeting shall be scheduled within ten (10) working days or at a mutually agreeable time. The Engineer-Manager will record his disposition within five (5) working days following the afore referred to meeting,

and provide same to Union representative.

STEP 3. If a satisfactory settlement is not obtained in STEP 2, the aggrieved employee, Union Grievance Committee, and International Union Staff will take up the grievance with the Employer at their next regular meeting. Again, the grievance must be presented, in writing, and a written decision shall be given by the Employer within five (5) working days following said meeting.

If a satisfactory settlement is not obtained in this Step and the Union desires to carry the matter further, the services of a State Labor Mediator will be secured.

ARBITRATION

Section 1. If a satisfactory settlement is not obtained in STEP 3 either party may request for final and binding arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing by certified mail of such desire within five (5) calendar days of the day of the written disposition of the Mediator was given under the last step of the Grievance Procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the Grievance Procedure.

Section 2. After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) calendar days or within a longer period if mutually agreed upon, either party may submit the matter to the Michigan Employment Relations Commission requesting that an arbitrator be selected with assistance and under the rules of the Michigan Employment Relations Commission.

Section 3. The parties understand and agree that in making this Agreement, they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretations or applications of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Section 4. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplemental agreement. The arbitrator shall have no power to establish wage scales or rates, or to change any rate unless it is provided for in this Agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matter in dispute.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision of recommendation on the merits of the case.

Section 5. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award, under no circumstances shall be based on other extra contract matters or on an agreement not in force at the time of the occurrence of the circumstances giving rise to the grievance not specifically incorporated in this Agreement.

Section 6. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Section 7. Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted in writing.

Section 8. The arbitrator's decision shall be final and binding on the Union, the Employer, and on all employees.

Section 9. Excluded from arbitration are grievances related to any cases being investigated or tried by EEOC or Michigan Department of Civil Rights.

ARTICLE XIV. UNION REPRESENTATION

Section 1. The employees covered by this Agreement will be represented by Seniority employees chosen in a manner to be determined by the Union. These employees shall represent all

bargaining unit employees and shall be authorized to resolve grievances on behalf of all bargaining unit employees in the manner provided by the grievance procedure provided herein.

Section 2. The Union shall designate to the Employer in writing, the chosen Union representatives and the Employer shall not be required to recognize any employees other than the ones so designated as Union representatives.

Section 3. This Article shall not preclude any employee's right to discuss personally with management any subject he so desires.

ARTICLE XV. AGENCY SHOP

Section 1. All present regular full-time and part-time employees shall, as a condition of continued employment, and all newly hired regular full-time and part-time employees upon completion of the probationary period, pay to the Union an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues.

(a) In the event an employee refuses to comply with the above section, he shall be subject to discharge only after official notice from the International Union.

(b) Newly hired employees will be given an authorization card, and the Financial Secretary and Unit Chairperson of the Local Union will be notified in writing of all new hires, showing their rate of pay, name, date of hire, address, and phone number, if any. Responsibility for signing the card rests with the newly hired employee and the Local Union.

Section 2. The Employer agrees to deduct from the pay of each employee all dues and initiation fees of the Union and pay such amount deducted per Article XXXV, Check-Off, for each and every employee, provided, however, that the Union presents to the Employer authorizations signed by such employee, allowing such deductions and payment to the Local Union.

ARTICLE XVI. SAVE HARMLESS

In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee at the

Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

ARTICLE XVII. HOURS OF WORK

The Employer will establish the starting and quitting time of each shift and the normal work week schedule. It is agreed by both parties that the starting and quitting time and the normal work week schedule will be changed by the Employer only to provide more efficient and effective service to the County. The current normal work week schedule is as follows:

1. Five (5) consecutive day - Monday throu Friday
2. Eight (8) hours each on Monday through Friday

This Article is intended only to provide as basis for calculating the normal work week and shall not be construed as a guarantee of hours of work per day or per week. In the event the Employer considers reducing the work week below the above referenced work week schedule, the Employer will meet with the Union and discuss the reasons and application of said reduction thirty (30) days prior to the reduction taking place.

ARTICLE XVIII. ABSENCE WITHOUT PERMISSION

Any employee who is absent from duty for two (2) consecutive working days without notifying the Employer and providing the Employer an explanation for the absence shall be deemed to have resigned from the service of the Employer and have vacated his position unless a leave of absence is subsequently granted under Article XXIX, Leave of Absence, or the failure to provide notice as above provided is due to circumstances beyond the control of the employee.

ARTICLE XIX. PREMIUM PAY

Overtime premium (one and one-half [1 1/2] the employee's regular rate), shall be paid on all hours actually worked outside of the normal scheduled work day and on Saturday, but in any event on all hours actually worked over forty (40) in one (1) calendar week period. Hours paid for sick leave, funeral leave and holidays shall be considered as hours worked for application of this Article. The Employer will not be required to pay the overtime premium rate on the same hours worked more than once.

Double time will be paid for hours worked on Sundays and Holidays.

ARTICLE XX. OVERTIME DISTRIBUTION

Every employee must at all time be reasonably available, and for so long as reasonably necessary as determined by management, to perform work of an emergency nature, occasioned by wind, water, snow, rain or other circumstances.

Management shall determine which employee who, by reason of their skills, ability attendance record, promptness in reporting in when called, interest in the job, and who are available should work overtime when required; taking the above into consideration. A reasonable effort will be made by management to divide overtime equally, consistent with the most efficient operation of the Commission. For the convenience of the employees in order that they may be better able to hold themselves in readiness for emergency overtime work during the snow and ice removal season, the Union President may post and keep current on the bulletin board, a list of those employees who may reasonably expect to be called in for the next available overtime work.

ARTICLE XXI. CALL-IN PAY

Only such employees and equipment shall be employed for emergency work as are necessary to restore the essential services of the Employer as determined by the Employer, provided that in no event shall the employee receive less than two (2) hours of

pay at the prescribed pay rate. However, if the work is a continuation of the regular assigned shift the employee will be paid only for those hours actually worked.

ARTICLE XXII. REPORT-IN PAY

All employees reporting to work in person at their regular scheduled time shall be allowed a minimum of three (3) hours of work. These three (3) hours of work may be in any classification or area under the control of the Employer. In the event the employee refuses to accept the assignment for the three (3) hour period, he shall receive no report-in pay.

ARTICLE XXIII. PROMOTIONS

The Commission being small and operating on a restricted budget together with the wide and varied operating requirements preclude consideration of strict seniority and job classification. Therefore, promotions shall be considered as follows:

(a) The Employer reserves the right to assign any and all employees to any job the individual employee is capable of doing. However, it is not the intention of this paragraph to displace any employee from their classification.

(b) When a vacancy occurs in a job classification and management decides to fill it, management will post a notice on the bulletin board giving all employees the opportunity of making application for job classification by signing the job classification notice. The notice will be posted for a period of five (5) working days. The job posting notice will show the job requirements, necessary qualifications, job classifications and rate of pay for the job.

(c) Factors governing promotions of regular employees shall be:

- (1) job skills;
- (2) seniority of the employee;
- (3) physical fitness, health, attitude and personality.

Factors here enumerated shall bear equal weight. If all other factors are equal, as determined by the Employer, then

the senior employee shall be given first opportunity of the promotion. In the event the Union disagrees with the promotion, it shall be a proper matter for the Grievance Procedure beginning with Step 2 of the procedure.

(d) The employee who is promoted shall be granted a trial period up to six (6) months to qualify for the promotion; however, he shall receive the pay rate sixty (60) days after being granted the trial period. When he is promoted, he shall remain assigned to that classification for one (1) year before becoming eligible to bid on another posted opening.

(e) However, no employee shall bid on a lower classification without having previously advised management in writing of his intention to do so.

ARTICLE XXIV. SAFETY

It will be the responsibility of each employee to report immediately to his supervisor any malfunction of equipment or damage to equipment, personal injury, or unsafe working conditions which he may observe. Failure of an employee to adhere to safety regulations promulgated by the Employer may be treated as a cause for discipline.

In the event safety equipment or training is required by M.I.O.S.H.A. or any other regulatory agency, the employer will provide same except that in the case of shoes and glasses, the Employer will provide the initial piece of such equipment. Thereafter, the responsibility for maintenance, repair, or replacement of shoes and glasses rests with the individual employee.

The Employer shall provide a place of employment and equipment that is reasonable free of physical and health hazards. The Employer and the Union shall establish a joint Safety and Health Committee. This Committee shall meet periodically to discuss safety and health conditions.

ARTICLE XXV. SUPPLEMENTAL EMPLOYMENT

If employees engage in supplemental employment, it is understood and agreed that such supplemental employment shall

in no way diminish their obligations under this Labor Agreement.

Should an employee engage in such supplemental employment, he shall rely solely on that employer for Worker's Compensation benefits.

ARTICLE XXVI. BULLETIN BOARDS

The Employer will furnish a bulletin board for the use of the Union. Such bulletin board is to be used only for the posting of notices relative to official Union business. No notices containing controversial subject matter will be posted by anyone in the Union. A copy of all information posted shall be initialed by the Union President before posting.

ARTICLE XXVII. TEMPORARY EMPLOYEES

A temporary employee shall be one who is or has been employed on a temporary basis for not more than six (6) months. Such employees will not be in the bargaining unit, but they shall not be used to replace or displace the bargaining unit employees.

Should such employee be subsequently hired to fill a vacancy (regular employee), his time spent in the temporary status will be credited towards his probationary period.

ARTICLE XXVIII. CONTRACTING - SUB-CONTRACTING

The Employer may contract or sub-contract any or all work. However, contracting or sub-contracting will not replace or displace the current bargaining unit employees.

ARTICLE XXIX. LEAVES OF ABSENCE

A regular employee, upon written application stating the specific reason and exact length of leave requested, may be granted a leave of absence without pay by the Employer for any of the following reasons:

(a) Because of physical disability of the employee supported by a doctor's certificate stating the reason.

(b) Because of extraordinary reason sufficient in the opinion of the Employer to warrant such leave of absence.

(c) Leave for any of the above reasons shall be subject to the following regulations:

- (1) Such leave shall not be granted for more than six (6) months, but may be renewed upon written application by the employee.
- (2) An employee granted leave of absence hereunder shall be restored to his position on the expiration of leave of absence, or if approved by management, before the expiration thereof.
- (3) None of the health and welfare benefits, sick leave, or annual leave shall accrue during a leave of absence.

(d) An employee may, at his expense, continue his insurance coverage while on an approved leave of absence. The employee will, if insurance coverage is desired, notify the Employer in writing prior to the start of the leave of absence and make required payment in advance.

ARTICLE XXX. FUNERAL LEAVE & JURY DUTY

In case of death in the immediate family of any employee, time off with straight time pay will be granted.

(a) Three (3) days leave will be granted at the time of death of a wife, husband, daughter, son, sister, brother, father, mother, father-in-law, or mother-in-law.

(b) Two (2) days leave will be granted at the time of death of a son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, or wife's grandparents.

(c) The employee must notify supervision before beginning such leave.

An employee called for jury duty will receive his regular day's pay subject to the following conditions:

(a) The employee submits his endorsed jury duty pay check to the clerk of the employer.

(b) The employee presents a certification slip from the county clerk's office, said slip showing date served and time released from duty.

(c) The employee promptly returns to work if released from jury duty during regular working hours and completes the remainder of the day shift at work.

ARTICLE XXXI. SICK LEAVE

(a) A full-time seniority employee shall earn sick leave at the rate of eight (8) hours (computed at straight time) per month. To earn sick leave credits, an employee must be in a pay status twenty (20) or more days per month, except February, when eighteen (18) days in pay status are necessary, to qualify, except for excused absence(s) for official Union business not to exceed five (5) days per calendar year.

(b) An employee may use his sick leave allowance for absences;

- (1) Due to personal illness or physical incapacity;
- (2) Necessitated by exposure to contagious disease in which the health of others would be endangered.

(c) When absent one or more days, unless hospitalized, the employee shall be required to produce evidence in the form of a Employer-approved medical certificate of the adequacy of the reason for his absence. However, three (3) days sick leave per year beginning on the effective date of this Agreement may be used by the employee without the necessity of presenting the required medical certificate, subject to the reporting requirement of subsection (i).

(d) Any employee hospitalized shall present a medical certificate from his doctor certifying his fitness to return to work.

(e) An employee on duty and injured in an accident arising out of and in the course of employment with the Employer or disabled due to sickness shall be continued on the payroll to the extent of said employee's accumulated sick leave. The number of days for which the employee shall have been paid shall be charged against the employee's sick leave reserve. After all accumulated sick leave is used, the Employer will continue to pay the premiums on the hospital insurance, sickness and accident insurance, and term life insurance for one (1) year unless he resigns or accepts other employment.

(f) Sick leave shall be granted on a five (5) day week basis. Holidays enumerated falling within the period of sick leave shall not be counted as sick leave days.

(g) Upon separation from the service of the Commission, the employee shall be paid one-half (1/2) of his sick leave up to seventy-two (72) days maximum accumulation.

(h) In the event an employee is receiving payment under Worker's Compensation, such employee may use any paid sick leave which has accumulated and been credited to him to augment his Worker's Compensation payments. For each day of absence due to such injury, the employee shall be entitled to use and be paid for accumulated sick leave in an amount that provides the difference between his regular wage and his Worker's Compensation payments, provided that such use of paid sick leave will be permitted only on a full hour basis so as not to result in any fractional hour balances.

(i) An employee drawing sick leave to supplement his Worker's Compensation payments shall accrue sick leave and vacation benefits in proportion to the number of sick leave hours drawn per month to a full month's working hours (176 hrs.). Hours credited will be rounded up or down to the nearest full hour so as not to result in any fractional hour balances.

(j) In order to draw sick leave pay, the employee shall notify supervision by telephone or other means before the beginning of the normal hours of service.

ARTICLE XXXII. VACATIONS

Regular employees shall be entitled to annual vacation leave with pay according to the following schedule:

(a) Regular vacation schedule:

1/2 day per month to 1 year
1 - 2 years - 8 days
2 - 3 years - 9 days
3 - 4 years - 10 days
4 - 5 years - 11 days
5 years and above - 1 day per month

(b) Merit vacation schedule: (Agreed upon clarification)

over 5 years through 9 years - 2 days per year
over 10 years through 14 years - 3 days per year
over 15 years through 19 years - 5 days per year
over 20 years through 24 years - 8 days per year
over 25 years - 9 days per year

(c) A maximum of forty (40) days can be accumulated and then must be used up in whole or part before more vacation credit can be given. To receive credit, the employee must be in pay status twenty (20) or more days each month, except February, when eighteen (18) days in pay status is necessary to qualify. Annual leave shall not accrue to a disabled employee.

(d) Regular employees must use at least five (5) days of accumulated time when taking a vacation, subject to the provisions of Section (i) below. Pall bearer duty will be construed as an extenuating circumstance and one (1) day's annual leave may be used for such duty subject to the reporting provision of Section (e), Vacation.

(e) Employees shall give notice by properly filling out a vacation card and presenting it to the foreman, and must receive approval from management fifteen (15) days previous to commencement of annual leave, except in case of emergency or other extenuating circumstances, then management may waive the fifteen (15) day notice requirement, if he gives permission before the leave.

(f) All accumulated and unused leave shall be credited to any regular employee returning from a leave of absence unless paid at the time of separation.

(g) Upon separation of any regular employee from the service of the Employer, other than leave of absence, he shall be paid at the time of separation for the unused portion of his accumulated annual leave.

(h) Should an employee become incapacitated during his scheduled vacation time, he shall be permitted to change his vacation to a subsequent date which will not conflict with another employee's vacation. Consideration of such is contingent upon prompt notice and proof of incapacitation to the employee's immediate superior.

(i) Five (5) days vacations per year may be utilized one (1) day at a time subject to subsection (e) above. Applications shall be accepted on a first come first approved basis.

ARTICLE XXXIII. HOLIDAYS

(a) The following paid holidays are granted to all full-time seniority employees:

New Year's Day	Friday before Memorial Day
Good Friday	Friday before Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	One (1) Personal Day

The pay for these holidays shall be at the employee's regular rate of pay. One (1) Personal Day (two week notice)

Emergency work performed on Sundays and holidays will be paid at double time rate.

(b) Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

(c) If a holiday falls during an employee's vacation, he shall be entitled to an extra day vacation with pay.

(d) To be eligible for holiday pay, an employee must work his last entire scheduled day before the holiday and his first entire scheduled day after the holiday, unless excused by the Employer.

(e) The personal holiday listed in section (a) may be utilized at any time the employee desires during the months April through October. During the months November through March the personal day may be utilized at any time the employee desires as long as not more than 40% of the bargaining unit available on any day are on a personal holiday, provided he notifies the Employer prior to the start of the scheduled work day on which he plans to utilize the personal day. Applications shall be accepted on a first come first approved basis.

(f) The personal holiday (two week notice) listed in section (a) may be utilized as in section (e) except that the employee shall submit their request to take the personal day at least two (2) weeks prior to using their personal day.

ARTICLE XXXIV. HEALTH AND WELFARE

A full-time seniority employee shall have the privilege of participating in the following benefits: (Disabled and temporary employees, except enumerated under Sick Leave shall not participate in these benefits).

(a) Hospital and medical insurance benefits presently carried, for the employee and his present dependents to age 19, plus new children born during the life of this Agreement.

Current program is Blue Cross/Blue Shield Comprehensive Hospital Care with Master Medical option #4, D45NM&MC riders, also Vision Care Program (series A-80).

(b) Sickness and Accident Insurance (\$100.00) per week for twenty-six (26) weeks, each employee to be paid only after accumulated sick leave is exhausted.

(c) Term Life Insurance of \$8,000.00 each employee.

(d) Accidental Death and Disability of \$8,000.00 each employee.

(e) The Ogemaw County Road Commission will provide all regular employees retirement benefits with Plan B-3 of the Municipal Employees Retirement System (Act 135 P.A., 1945, as amended). Effective January 15, 1993 the present plan shall be converted to the MERS B-4 Plan. Employees' contribution shall be three percent (3%) of all compensation under \$4,200.00 per year and five percent (5%) of all compensation over \$4,200.00 per year.

(f) One fifteen (15) minute rest break shall be allowed in the first 1/2 of the working day, the exact time to be set by management (see working rule #20).

ARTICLE XXXV. CHECK-OFF

During the life of this Agreement, the Employer agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed authorization to do so, the membership fees and lawful assessments, except fines, in amounts designated by the Union. Said deductions shall be made from the first payroll of each month and immediately forwarded to the International Treasurer, United Steelworkers of America, Five Gateway Center, Pittsburgh, Pennsylvania 15222 or such address as he designates.

A check-off list shall accompany the deductions setting forth the names and a copy of said deduction list shall be forwarded to the Financial Secretary of the Local Union.

The Union agrees to save the Employer harmless from any action growing out of these deductions and commenced by any employee against the Employer and to indemnify the Employer for any and all claims, awards or judgments, including legal fees and court cost arising out of such action.

The Union further assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the Union.

The Company agrees that it will check-off and transmit to the Treasurer of the United Steelworkers of America Political Action Fund (USWA PAF) voluntary contributions to the USWA PAF from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USWA PAF. The amount and timing of such check-off deductions and the transmittal of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state or federal statute and shall be exercised only once per year.

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Section.

The United Steelworkers of America Political Action Fund supports various candidates for federal and other elective office, is connected with the United Steelworkers of America, a labor organization, and solicits and accepts only voluntary contributions, which are deposited in an account separate and segregated from the dues fund of the Union, in its own AFL-CIO and its Committee on Political Education.

ARTICLE XXXVI. AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor organization which purports to engage in collective bargaining for the purpose of undermining the Union.

ARTICLE XXXVII. WAIVER

The Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to changes in any subject or matter 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 parties at the time they negotiated this Agreement. This Agreement supersedes all other Agreements, whether written or oral between the parties.

ARTICLE XXXVIII. VALIDITY

Should any part of this Agreement be found to be in violation of any State or Federal Act by court of competent jurisdiction, only the section or sections which have been found invalid will be affected. All other sections shall remain in full force and effect throughout the life of this Agreement. It is agreed that should a section of this Agreement be found to be invalid, that the Employer and the Union will meet to renegotiate that section.

ARTICLE XXXIX. GENERAL PROVISIONS

(a) When employment and seniority is interrupted by discharge, quit, strike, leave of absence (except as provided by Article XXIX, Leaves of Absence), all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due. In the case of layoff all insurance coverage shall continue for the balance of the month in which such layoff occurs or until the next premium is due, whichever is later plus one (1) additional month premium.

(b) In the event of an employee's illness or injury, the Employer at its expense may require the employee to submit to a physical examination, by a physician chosen by the Employer, in order to verify the employee's ability to return to work.

(c) Employees shall endeavor to give two (2) weeks notice of resignation in order to draw accumulated benefits.

(d) Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicated the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage. The union and the

and the Employer shall meet and resolve any duplicate coverage.

(e) The employees shall not be eligible to accrue benefits while they are:

- (1) Eligible for unemployment benefits under any unemployment compensation law, or
- (2) on layoff, or
- (3) on leave of absence, or
- (4) have quit their employment, or
- (5) have been discharged, or
- (6) are retired, or
- (7) are on Worker's disability

(f) The employee shall obtain, have and maintain a valid chauffer's license with the proper endorsement(s) and medical certificates for the employee's classification and the type of equipment an employee is trained to operate. All employees shall notify the payroll clerk of the status and status changes of their current chauffer's license, endorsement(s), medical certificates and expiration date.

(g) The Employer shall reserve the right to hire from outside provided the application of Article XXIII, Promotions does not result in a bargaining unit employee being chosen for the position.

(h) Ability - The knowledge and capacity to perform the assigned work without a formal or informal training program. The Employer will provide instructions to the employee, but the employee must be able to perform the assigned job within two (2) working days in a satisfactory manner as used in Article XII, Layoff and Recall and Article XXIII, Promotions.

Promotions - Successfully bidding and qualifying on a job in a higher paid classification.

Pay Status - An employee who is receiving his regular rate of pay while working or on paid time off.

Regular Employer - An employee who is receiving his regular rate of pay while working or on paid time off.

Management - The Engineer-Manager or his designated representative.

(i) Separation - Voluntary Termination: Employees shall have the responsibility of turning in all Employer equipment and property at termination of their employment.

(j) The Employer will provide Red Cross Lifesaver's program training during normal work hours at the Employer's expense.

Employees will attend, participate and take the exam for such course. Successful completion will not be a requirement for employment.

ARTICLE XL. DURATION

This Agreement shall continue in full force and effect from December 30, 1990 to January 15, 1994, subject to the following:

(a) If either party desires to terminate or modify the terms of this Agreement, it shall, sixty (60) days prior to the above termination date, give written notice of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination and modification by either party on sixty (60) days written notice prior to the current year's termination date.

(c) Notice of termination or modification shall be in writing, and shall be sufficient if sent by certified mail addressed, if to the Union, to 1104-1106 Madison Avenue, Bay City, Michigan 48706; and if to the Employer, addressed to Ogemaw County Road Commission, 1250 S. M-33, West Branch, Michigan 48661; or any such address as the Union or the Employer may make available to each other.

Signed this _____ day of _____, 19____

OGEMAW COUNTY ROAD COMMISSION

Dennis W. Wangler
Dennis Wangler
Chairman

Robert C. Rau
Robert Rau
Vice-Chairman

Clyde Shelton, Jr.
Clyde Shelton, Jr.
Member

UNITED STEELWORKERS OF AMERICA

John R. Williams
International President

Edgar L. Balt
International Secretary

Edgar L. Balt
International Treasurer

George Beck
International Vice-President (Admin.)

Leon French
International Vice-President (Human Affairs)

Harry E. Gester
District Director

James D. Reed
Staff Representative

Raymond Brindley
Raymond Brindley, President
Local Union #15528

John Mitchell
John Mitchell, Vice-President
Local Union #15528

George Kenworthy
George Kenworthy, Committee Representative
Local Union #15528

APPENDIX "A" - WAGES

<u>Classifications</u>	<u>Effective Dates</u>		
	12/30/90	01/19/92	01/17/93
Laborers	9.10	9.50	10.00
Light Truck Drivers	10.60	11.00	11.50
Heavy Truck Drivers	10.75	11.15	11.65
Heavy Equipment Operators	11.00	11.40	11.90
Mechanic Regular	11.00	11.40	11.90
Skilled	11.10	11.50	12.00
Night Patrolman	10.80	11.20	11.70
Night Lubeman	10.80	11.20	11.70

Working Foreman at a rate of \$.20 per hour above their normal classification.

When employees are required to work temporarily on a lower paid classification, they shall continue to receive their regular rate of pay.

When an employee is permanently assigned to a lower paid classification, he shall be paid the wage of that classification.

In the event an employee has been awarded a merit pay increase in his currently assigned classification or in the future receives one, the merit increase will be paid as an amount in excess of the above listed rates of his assigned classification. Should the employee qualify for a promotion or apply and receive a lower classification, the merit increase will be terminated.