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## LABOR AGREEMENT

1986 - 1989

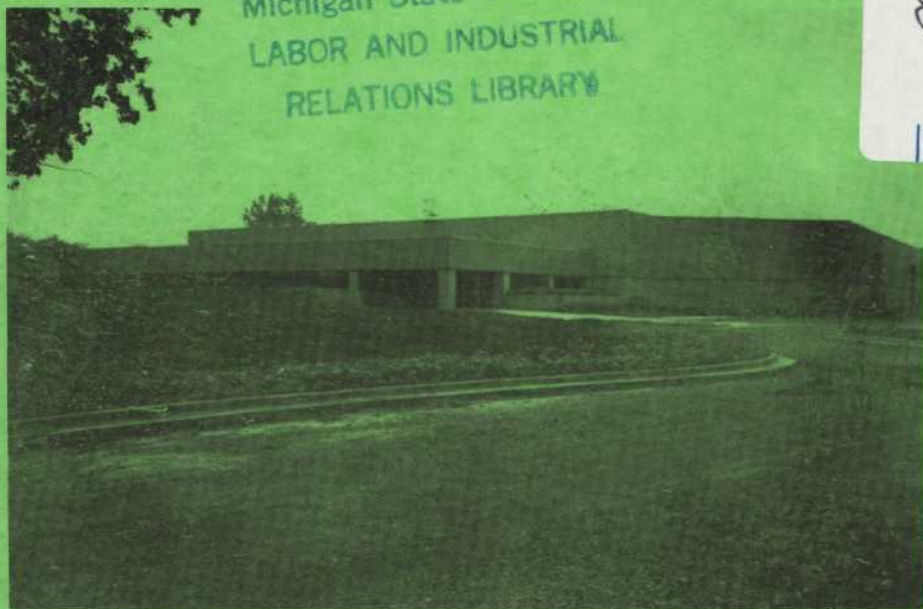
*Board of County Road Commissioners of Lenawee County, State of Michigan*

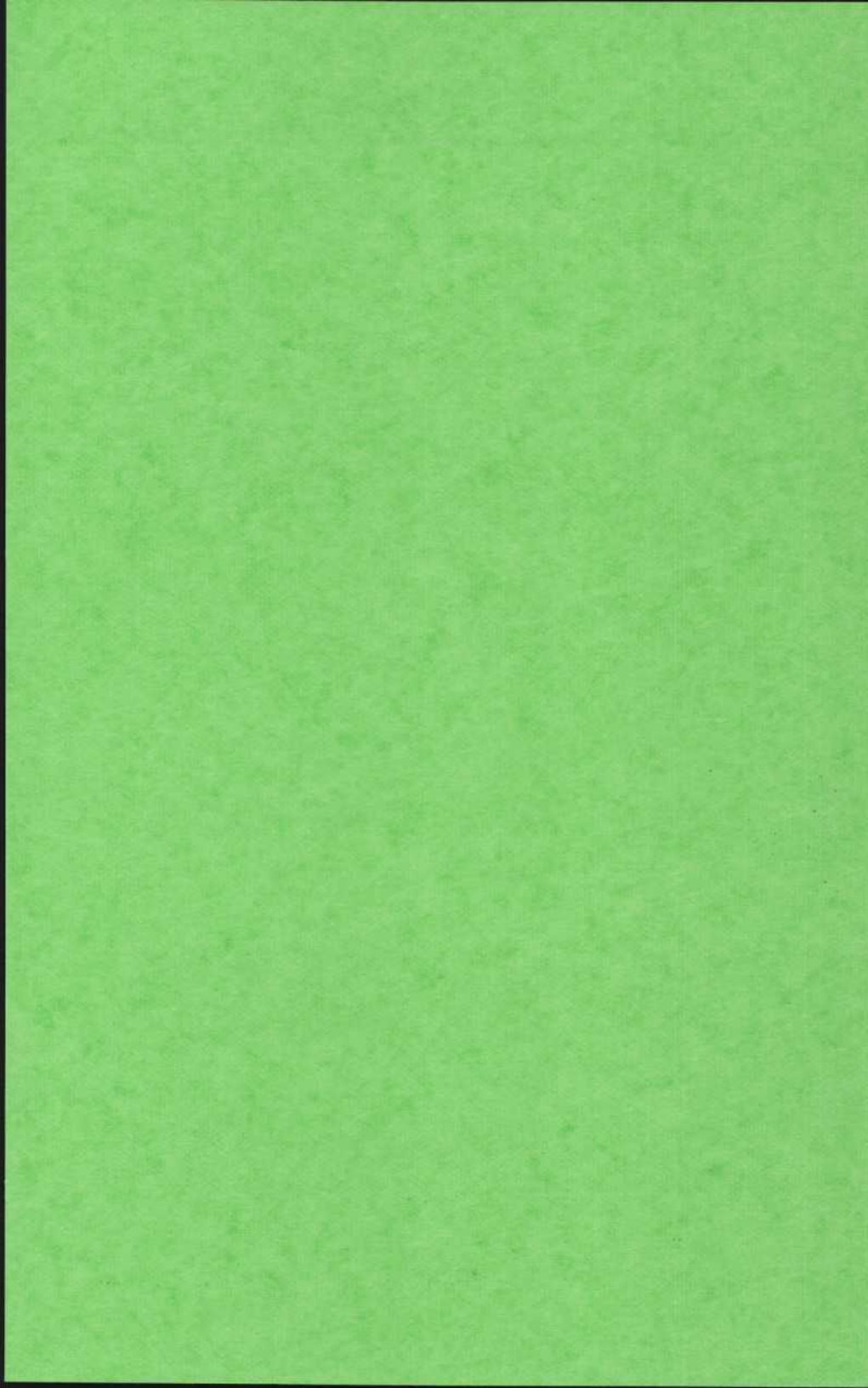
*and*

*United Steelworkers of America, AFL-CIO, CLC*

*Lenawee County Road  
Commissioners*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY





# **LABOR AGREEMENT**

**BETWEEN**

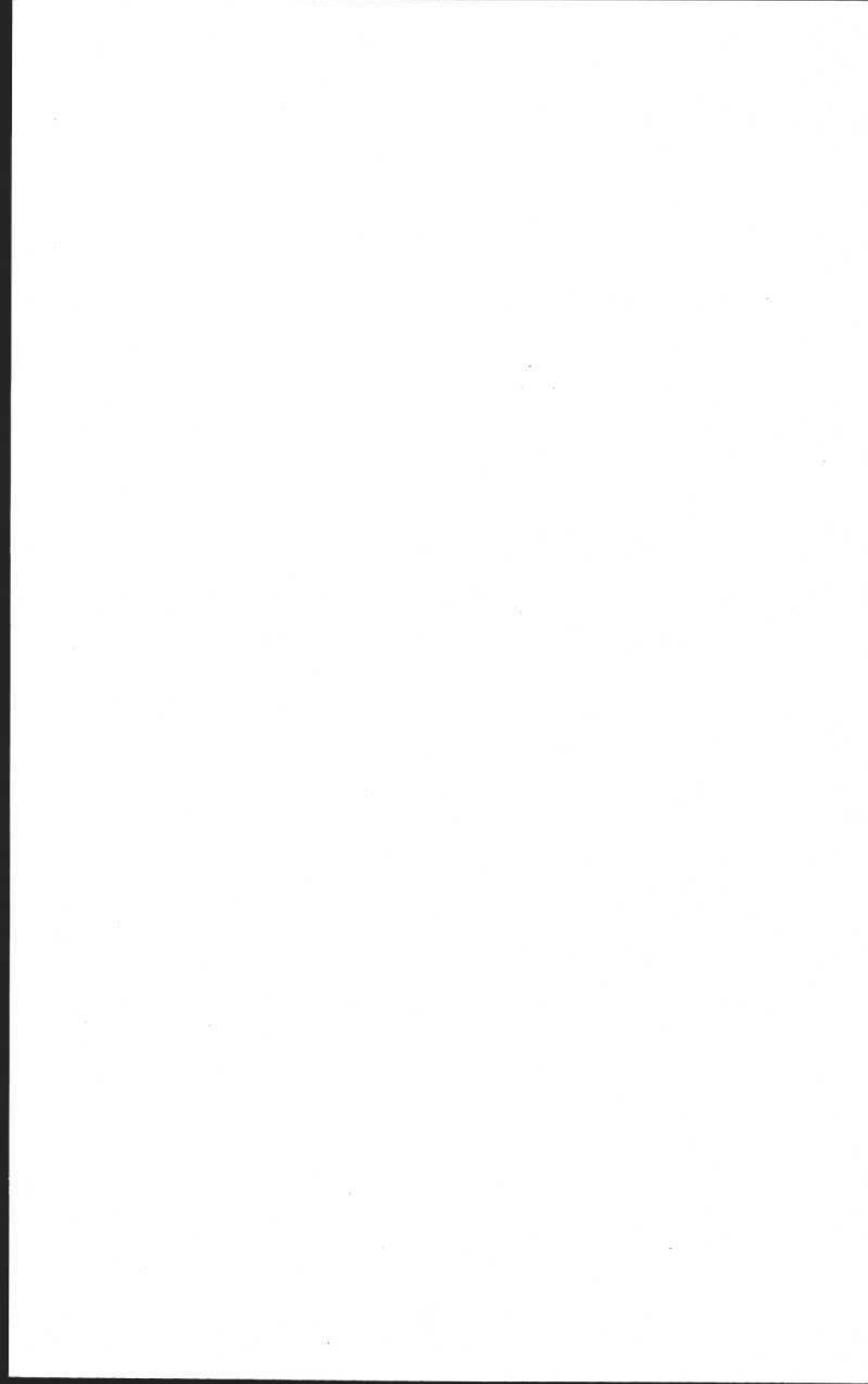
**BOARD OF LENAWEE  
COUNTY ROAD COMMISSIONERS**

**and**

**UNITED STEELWORKERS OF AMERICA  
AFL-CIO-CLC**

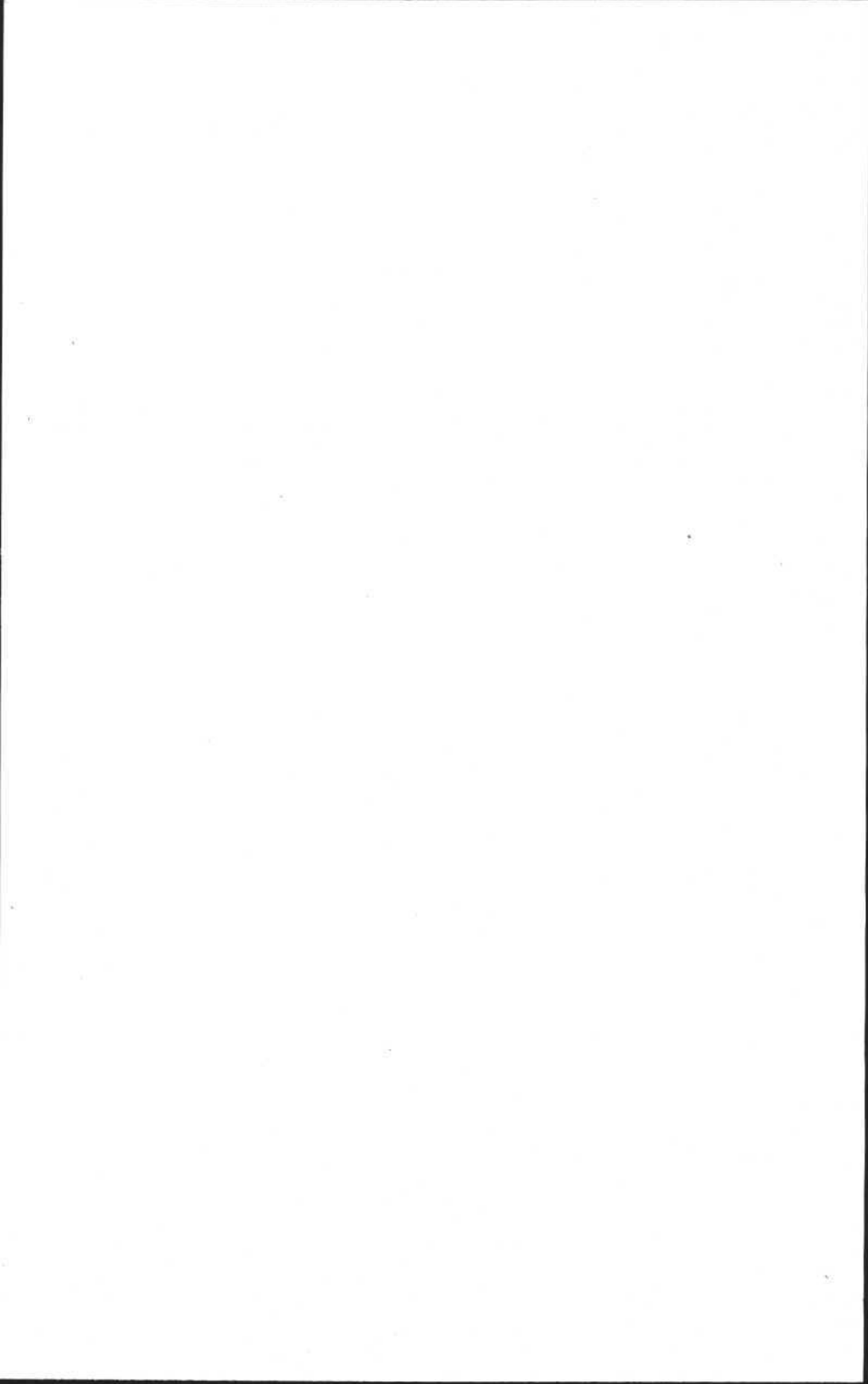
**Effective: November 1, 1986**

**Expires: October 31, 1989**



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## AGREEMENT

*THIS AGREEMENT, entered into this 20th day of November, 1987, by and between the Board of Lenawee County Road Commissioners, hereinafter referred to as the "Employer" and the United Steelworkers of America, AFL-CIO-CLC, hereinafter referred to as the "Union".*

### **WITNESSETH:**

*The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer and its employees. Recognizing that the interest of the Community and the job security of the employees depends upon the Employer's ability to continue to provide proper services to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.*

### **ARTICLE I. Recognition**

**Section 1.** Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining agent with regard to wages, hours and other conditions of employment for all of its hourly rated employees, including office clerical employees, engineering and technical employees and excluding temporary employees, the secretary to the commissioners, executives and supervisors as specified in the Act.

**Section 2.** The Employer and the Union agree that for the duration of this Agreement, neither shall discriminate against any job applicant or employee because of race, color, creed, age, sex, nationality or political belief, nor shall the Employer or its agents, nor the Union, its agents or members discriminate against any employee because of his membership or non-membership in the Union.

**Section 3.** The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Employer and the employees are vested solely and exclusively in the Employer.

**Section 4.** The Employer recognizes the Union's right to appoint or elect one (1) steward from each employee group, one (1) steward from the office and technical employees and a chief steward whose duties shall be to represent the employees within their jurisdiction within the

grievance procedure as hereinafter provided.

**Section 5.** Authorized representatives of the International Union shall be permitted to visit the operations of the Employer during working hours to talk with officers, committeemen and stewards of Local Union 14723 and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the normal operations of the Employer, and must not interfere with the progress of the work force.

**Section 6.** The Union agrees that except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours which interfere with the normal operations of the Employer and must not interfere with the progress of the work force.

## **ARTICLE II. Union Security and Dues Check-off**

**Section 1.** Employees who, as of the date of execution of this Agreement, have completed their initial probationary period, shall, as of the thirty-first (31st) day from the date of execution of this Agreement, as a condition of continued employment, either become members of the Union, or cause to be paid to the Union a representation fee equal to the monthly Union dues uniformly required of all Union members. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement, shall, upon completion of their initial probationary period, or thirty-one (31) days from their date of hire, rehire, or transfer into the bargaining unit, whichever is later, become members of the Union, or cause to be paid to the Union a representation fee equal to the monthly Union dues uniformly required of all Union members as a condition of continued employment.

**Section 2.** During the term of this Agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer by the first working day of each month, the Employer will deduct from their pay, the second pay period of each month, the monthly Union dues and initiation fee as designated by the International Treasurer of the Union and shall promptly remit any and all amounts so deducted to said International Treasurer of the Union. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of, or by reason of, action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this Article. Revocation of dues check-off authorization may be terminated by the employee giving thirty (30) days written notice to the International Treasurer of the Union, as of the anniversary date of this Agreement, or upon termination of this Agreement.



### **ARTICLE III. Special Conferences**

Special conferences for the discussion of important matters, not grievances, may be arranged at a mutually satisfactory time between the Union and Employer representative within ten (10) regularly scheduled working days after request of either party, subject to the following conditions:

- a. Such meetings shall be held not more frequently than once each calendar month.
- b. Such meetings must be attended by the Chairman of the bargaining unit, or Chief Steward, and one (1) additional representative of the Local Union, a representative of the International Union, the Managing Director and other designated representatives of the Employer.
- c. There must be at least one (1) calendar-week's advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agendas at least one (1) calendar-week prior to such meeting. Discussions at such special conferences shall be limited to the items set forth in the agenda.
- d. Such special conferences shall be held during the regularly scheduled working hours. Employees permitted to be in attendance at said special conference shall be paid for all time necessarily lost from their regularly scheduled work while attending conferences.

### **ARTICLE IV. Grievance Procedure**

**Section 1.** A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

**Section 2.** An employee who believes he has a grievance must submit his complaint orally to his foreman within twenty-four (24) hours (Saturdays, Sundays and holidays excluded) after the occurrence of the event, or after the employee has knowledge or should have had knowledge of the event upon which the grievance is based. The employee may request that his steward be present when he presents his complaint to his foreman. The foreman shall give the aggrieved employee an answer within twenty-four (24) hours (Saturdays, Sundays and holidays excluded) after the complaint has been submitted to him. In the event the complaint is not settled in this manner, the complaint shall be processed by the employee to the first step of the grievance procedure.

**FIRST STEP:** An employee's grievance must be submitted in writing. All grievances shall state the facts upon which they are based, when they occurred, specify the section of the contract which has allegedly been violated, the desired corrective action to be taken, and shall be signed by the employee who is filing the grievance, and his steward, and shall be submitted to the employee's immediate supervisor or his designated representative within seven (7) working days after the occurrence of the event, or after the employee has knowledge, or should have had knowledge of the event upon which the grievance is based. The immediate supervisor or his designated representative shall give a written answer to the steward within two (2) working days after receipt of the written grievance. If the answer is mutually satisfactory, the steward shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the immediate supervisor.

**SECOND STEP:** If the Grievance has not been settled in the First Step, and, if it is to be appealed to the Second Step, the Union representative shall notify the Managing Director or his designee in writing within four (4) working days after receipt of the immediate supervisor's answer, of the desire to appeal. If such written request is made, the Managing Director or his designee shall meet with the Union representative within five (5) working days after receipt of the request to consider the grievance. The Managing Director or his designee shall give a written answer to the Union representative within five (5) working days after the date of such meeting. If the answer is mutually satisfactory, the Union representative shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Managing Director.

**THIRD STEP:** If the grievance has not been settled in the Second Step, and if it is to be appealed to the Third Step, the Union representative shall notify the Managing Director in writing within four (4) working days after receipt of the Managing Director's Second Step answer of the desire to appeal. If such request is made, the grievance shall be reviewed at a meeting between the Employer and/or its designated representatives, the Union's Grievance Committee and the International Representative of the Union, within fifteen (15) working days after receipt by the Managing Director of the notice of desire to appeal. A written answer shall be given by the Employer or its representative to the Union representative within fifteen (15) working days after the date of the Third Step meeting.

**Section 3.** If the grievance has not been settled in the Third Step, the parties or either party may refer the matter to either mediation under the Act or refer such grievance to arbitration provided such submission is made in writing to the Managing Director within ten (10) working days after receipt of the Third Step Answer.

- a. All matters submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service in accordance with its Voluntary Labor Rules and Regulations, then obtaining, within thirty (30) days from the date of referral to the Managing Director as specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no authority to add to, subtract from, alter or modify the terms of this Agreement. However, nothing contained herein shall be construed to preclude the arbitrator, in his own judgment, from sustaining, reversing or modifying any alleged unjust discharge that may reach this stage of the grievance procedure. The arbitrator shall render his decision within thirty (30) days after the close of the hearing or the submission of briefs, unless the parties hereto agree to extend said time limits in writing. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator shall be shared equally between the parties hereto. Each party hereto shall pay the wages and expenses of their respective representatives, members and witnesses who attend said proceedings.

**Section 4.** Time limits at any step of the grievance procedure may be extended by mutual written agreement. In the event the Employer fails or neglects to reply to a grievance at any step of the procedure within the specified time limit, the Union may process the grievance to the next step. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as settled on the basis of the Employer's last answer.

**Section 5.** Grievances involving more than one employee may be filed by the Chief Steward and shall be processed starting with the Second Step of the Grievance procedure if it involves a district or at the Third Step of the grievance procedure if it involves the entire bargaining unit.

**Section 6.** Meetings of the joint grievance committees provided for in the Third Step of the grievance procedure shall start not later than 1:00 p.m. on the day for which they are scheduled. The Union committee members, not to exceed a total to four (4) in number, shall be paid their straight time hourly rate of pay for all time necessarily lost from their regularly scheduled work and shall be allowed to leave the job site in sufficient time to attend such meetings.

**Section 7.** The Employer shall be promptly informed in writing as to the membership of the Union's grievance committee and any changes therein.

**Section 8.** Wherever the words are used in this Agreement, "working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

#### **ARTICLE V. Discharge Cases**

**Section 1.** The Employer agrees that full-time employees who have completed their probationary period shall not be discharged without just cause from and after the date of this Agreement. If an employee's conduct justifies discharge, such employee shall first be suspended. In all cases of suspension, the Employer shall allow the suspended employee an opportunity to discuss his suspension with his steward before being required to leave the property of the Employer. Such initial suspension shall be for not more than five (5) regularly scheduled working days. In the event the suspension is converted into a discharge, such discharge shall not be made until the end of said five (5) day period. During the period of initial suspension, the employee may, if he believes he has been unjustly dealt with, request a hearing in a meeting between himself and the Managing Director or his designee. After such hearing, or if no such hearing is requested, the Managing Director or his designee shall decide, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended, should be converted into a discharge or that no discipline should have been given. In the event the employee believes he has been unjustly disciplined, it shall be a proper subject for the grievance procedure, provided a written grievance with respect thereto is presented to the Managing Director and/or his designee pursuant to Step 2 of the grievance procedure within two (2) working days after the Managing Director and/or his designee makes his decision as set forth above.

**Section 2.** In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the Employer shall then reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the rate of the employee's straight time earnings during the pay period immediately preceding the date of the discharge less such

compensation as he earned at other employment during such period or unemployment compensation benefits.

**Section 3.** Each employee and the Union will be tendered a copy of any written reprimand, suspension or disciplinary layoff entered on his personnel record within twenty-four (24) hours of the action taken.

**Section 4.** In imposing discipline on a current charge the Employer will not use warning slips, reprimands, and records of suspension which are more than two (2) years old. Records excluded by this provision will not be admissible in any arbitration proceeding involving the discipline of an employee on said current charge.

#### **ARTICLE VI. Strikes and Lockouts**

**Section 1.** The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer. The Employer agrees that during the same period there will be no lockouts.

**Section 2.** Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer may be disciplined or discharged in the sole discretion of the Employer.

#### **ARTICLE VII. Seniority**

**Section 1.** Seniority shall be defined as an employee's length of continuous full-time service with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer as a full-time employee since which he has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacation, sick or accident leaves, or for layoffs for lack of work except as hereinafter provided.

**Section 2.** All new full-time employees shall be probationary employees until they have actually worked one hundred twenty (120) days. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which will qualify him for regular full-time employee status. During the probationary period, the employee shall have no seniority status and may be laid off or terminated in the sole discretion of the Employer without regard to his relative length of service or the grievance procedure. Upon the successful completion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

**Section 3.** A temporary employee is defined as an employee hired either seasonally or part-time who does not acquire any rights or privileges of a regular full-time employee or probationary employee as designated by the Employer. The Employer in its discretion, shall have the right to change the status of any temporary employee to that of a regular full-time employee and his seniority date would be the date he first reported for work and his probationary period shall run from the date he first reported for work as a temporary employee.

The Employer shall have the right to employ up to a maximum of fourteen (14) temporary or seasonal employees at any one time provided temporary or seasonal employees do not work more than eight hundred forty (840) days in any one calendar year.

Employees of the bargaining unit who are on layoff will be afforded a first right to refuse work of a temporary or seasonal nature. Bargaining unit employees who accept seasonal or temporary employment will receive only those wages and benefits normally afforded such temporary or seasonal employees. Acceptance or refusal of temporary or seasonal work by a laid off bargaining unit employee will not affect the employee's recall rights.

**Section 4.** The Employer will maintain an up-to-date seniority list for the production and maintenance employees and an up-to-date seniority list for the office and technical employees. Copies of the seniority lists will be posted on the appropriate bulletin boards, each six (6) months. The names of all employees who have completed their probationary periods shall be listed on the respective seniority list in order of their last hiring dates, starting with the senior employee at the top of the list. If two (2) or more employees have the same hiring date their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

**Section 5.** An employee's seniority shall terminate:

- a. If he quits, retires or is justifiably discharged.
- b. If, following a layoff for lack of work or funds, he fails or refuses to notify the Employer of his intention to return to work within five (5) working days after a written notice sent by certified mail of such recall is sent to his last address on record with the Employer or, having notified the Employer of his intent to return, fails to do so within ten (10) working days after such notice is sent.

- c. If he is absent for five (5) consecutive working days without notifying his immediate supervisor or someone designated by the Employer to receive such notices prior to or within such five (5) day period of a justifiable reason for such absence. It is understood that employees are expected to notify the Employer that they will be absent not later than one-half (½) hour prior to the start of their shift from which they will be absent if reasonable possible to do so.
- d. If he accepts employment elsewhere while on a leave of absence, or does not return to work immediately following the expiration of a leave of absence, unless in the latter case, he presents evidence satisfactory to the Employer and the Union that it was impossible for him to return to work at the expiration of such leave.
- e. When he has been laid off for lack of work, or funds, for a continuous period of time in excess of twenty-four (24) consecutive months.

**Section 6.** When it becomes necessary to reduce the size of the work force for any reason whatsoever, probationary employees shall be laid off first unless they possess a specialized skill and there are no more senior employees who are available and who can satisfactorily perform the work of the probationary employee. Thereafter, the employees with the least seniority shall be the ones laid off providing senior employees possess the necessary skills to perform the available work of the laid off employee. In the event there are no senior employees who are then available and who can satisfactorily perform the work of those scheduled for layoff as above provided, then the junior employee shall be retained and the next least junior employee shall be laid off.

- a. When it is necessary to layoff employees for an indefinite period due to the lack of work or funds, the Employer will endeavor to give the affected employees at least five (5) regularly scheduled working days advance notice of such layoff.

**Section 7.** When recalling employees to work following a layoff, the senior employee on layoff status who can satisfactorily perform the available work will be the first recalled to work and shall be given a trial period of up to twenty (20) regularly scheduled working days to demonstrate that he has the ability to satisfactorily perform such job. If there are no employees on layoff status who can satisfactorily perform the available work as specified above, and the available work is of such nature that a normal employee should be able to learn to perform such work, the senior laid off employee in the bargaining unit who has the capability and the qualifications to satisfactorily perform the work and meets the requirements for the job shall be the one recalled and given the necessary training. If, under this section there are no laid off employees who qualify for recall, then the Employer shall be free to hire new employees to perform such work.

- a. If an employee is given a minimum break-in and training as above provided and demonstrates that with such break-in and training he is unable to satisfactorily perform such work, he shall then be returned to layoff status and not again be eligible for recall to work until work is again available in a job which he can satisfactorily perform without a break-in or training period to which his seniority entitles him.

**Section 8.** When it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification, such vacancy shall be posted on the bulletin board for a period of three (3) regularly scheduled working days. The job posting shall contain the classification and equipment number which is open, the operation within the classification and equipment number which the successful bidder will usually be assigned to, the district which the successful bidder will usually work in, and the qualifications necessary to bid. However, it is understood and agreed that employees may be assigned to different operations within the classification so that the Employer can best utilize the equipment and manpower within the classification. An employee may bid by submitting a job vacancy application form to the Managing Director. The vacancy shall be awarded to the senior employee so bidding who appears to have the present ability and other attributes to satisfactorily perform the work required in the classification without training. In the event there are no bidders for such vacancy or if, among those bidding therefor, there are none who have the above referred to qualifications, then the Employer shall be free to hire new, fully-qualified employees to fill such jobs. In the event the Employer is not able to hire a fully-qualified employee to fill such job, said employee shall be removed therefrom and a regular employee shall be placed on the job and given training. In the event the job vacancy is filled through the bidding procedure, the employee thus awarded the job shall be transferred thereto, as soon as practicable for a period of one (1) calendar year, commencing with his first actual day on the job. The purpose of the probationary period is to give the employee an opportunity to demonstrate that he has the ability, skills and other attributes to satisfactorily perform all aspects of the job during the four (4) seasons of the



year. An employee may be removed or request to be removed from the job any time during the one (1) year probationary period that he demonstrated that he does not have the ability, skills, or other attributes to satisfactorily perform the requirements of the job in all four (4) seasons of the year. In the event the employee is removed from the job or requests to be removed, during his job probationary period, he shall bump the least senior employee in the last previous job classification and the employee bumped shall have the same right.

- a. During the first thirty (30) calendar days that the successful bidder is serving his probationary period on the newly bid job, the employee on such successfully bid job will retain his rate of pay from the job he is vacating.
- b. Any employee who is awarded a job under the bidding procedure shall not be awarded another job, the rate range of which is equal to or less than his present job, under the bidding procedure during the next succeeding twelve (12) months.
- c. Any employee who is removed from a job classification, or requests to be removed therefrom, for which he had bid because of his inability to perform the requirements thereof, as above provided, shall be ineligible to bid for another job during the six (6) month period following the date of the set back. The Employer agrees to waive this restriction in exceptional situations.
- d. By mutual agreement of the Employer and the Union, an employee, who, because of his age, disability or condition of health, is no longer able to satisfactorily perform the job duties of the job classification he occupies may be assigned, irrespective of his seniority, to an open job he is capable of satisfactorily performing, or may displace an employee with less seniority in a job classification he is capable of satisfactorily performing at the applicable rate of pay therefor.

- e. When a seasonal vacancy occurs, such vacancy shall be posted and filled in the same manner as a full time vacancy. When the seasonal job ends, the employee shall be returned to his permanent job classification.

**Section 9.** The Employer shall have the right to temporarily transfer employees irrespective of their seniority status from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations, seasonal movements, or leaves of absence for the period of such absence. The Employer shall also have the right to temporarily transfer employees, irrespective of their seniority status, to fill jobs or temporary vacancies, or take care of unusual conditions or situations which may arise for a period of not to exceed six (6) months. It is understood and agreed that any employee temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which he is temporarily transferred, but shall retain his seniority in the permanent job classification from which he was transferred.

- a. It is understood that when it is necessary to temporarily transfer an employee under this section, it is the objective to do so in an expedient manner with the least possible disruption of work. Employees who desire to have the opportunity to be temporarily transferred, and thus gain experience on a job, when a temporary vacancy occurs shall advise the Managing Director or his designated representative, in writing, of such a desire. When a temporary vacancy occurs due to an employee being on approved vacation or leave of absence where the Employer had at least five (5) regularly scheduled working days advance notice of such anticipated absence, from among those employees who had notified the Managing Director or his designated representative, as above provided, the senior employee who has the ability to perform the work required will be transferred to the temporary vacancy as of the beginning of the absence if he can be spared from his regular job classification. When the temporary vacancy occurs due to the absence of an employee because of illness or injury, within five (5) regularly scheduled working days after the Employer is made aware that the absence will be of a prolonged nature, from among those employees who had notified the Managing Director or his designated representative, as above provided, the senior employee who has the ability to perform the work required

will be transferred to the temporary vacancy, if he can be spared from his regular job classification.

- b. If an employee is temporarily transferred for the Employer's convenience, as provided in this section, to a job classification for which the rate range is lower than the rate range for his regular job classification, his hourly rate of pay shall not be reduced. If such temporary transfer is to a job classification for which the rate range is higher than the rate range for his regular job classification, he shall receive the minimum rate of pay applicable for the job or his present rate, whichever is higher.
- c. In the event an employee is temporarily transferred to a higher rated job classification because of his desire to gain additional experience on the job, or if the Employer transfers the employee who is regularly assigned to that job, said employee shall continue to receive the hourly rate of pay of his permanent job classification.
- d. When an employee at the start of the workday does not have his normal equipment for reasons other than his negligence, he shall be assigned to available equipment within his classification prior to any employee outside of the classification being assigned. The employee may be moved up or down within the unit to the extent he is qualified and shall be paid his regular rate of pay, before the assignment of a vacant piece of equipment is made to an employee who is not in that classification. Such assignments shall be limited to each district.

**Section 10.** If an employee is transferred to a position under the Employer not included in the bargaining unit, he shall continue to accumulate seniority for a period of twelve (12) months after said transfer. If, during said twelve (12) month period, the employee is allowed by the Employer to return to the unit, he shall return with all accrued seniority. If the employee does not return to the bargaining unit within the twelve (12) month period, he shall lose all seniority rights within the unit, and if allowed to return to the unit after the twelve (12) month period shall assume the status of a new hire.

**Section 11.** The President, Vice-President when replacing the President, elected Chief Steward, and Stewards, including the Office and Technical Employees Steward, for the purpose of layoff for lack of work or funds and recalls to work following such layoff, only for the term of their office, shall be considered as having more seniority than any other employee within their area of representation. They shall be the last to be laid off for lack of work from their area and the first to be recalled to work in their area following such layoff, providing they have the then present ability to satisfactorily perform the available work in such area. This superseniority shall not apply until such time as such employees have exhausted their actual seniority.

**Section 12.** The department referred to as the Office and Technical Division shall have its own departmental seniority. This will be for the purposes of bidding and it will allow each division (Production and Maintenance and Office and Technical) to bid on a permanent vacancy in either division but neither division can displace anyone on a permanent reduction of force or layoffs.

#### **ARTICLE VIII. Leaves of Absence**

**Section 1.** An employee who has completed his probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period of not to exceed thirty (30) regularly scheduled working days in any calendar year, provided he obtains advance written permission from the Employer or its designated representative and can be spared from work for that purpose. Applications for such leave must be in writing on a form provided by the Employer. Leaves of absence will not be given for the purpose of enabling any employee to work for another Employer or to seek employment elsewhere, and any employee who obtains a leave of absence by misrepresenting the purposes therefor shall be discharged.

**Section 2.** An employee who, because of illness or accident, which is noncompensable under the Michigan Workers' Compensation Law, is physically unable to report for work shall be given a leave of absence without pay and without loss of seniority for the duration of such disability, provided he promptly notifies the Employer of the necessity therefor, and provided further that he supplies the Employer with a certificate from a medical doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.

**Section 3.** The reinstatement rights of any employee who enters the Military Service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

**Section 4.** Leaves of absence without pay will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations and/or when called out due to temporary civil disorders provided such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.

**Section 5.** The Employer agrees to grant reasonable time off without loss of seniority and without pay to an employee designated by the Union to serve in any capacity on official union business; (1) provided ten (10) days written notice is given to the Employer by the Union specifying the length of time off requested; (2) provided the length of time off does not exceed a total of fifteen (15) calendar days per calendar year, except during years when an international convention is convened and in that event the length of time off shall not exceed a total of twenty (20) calendar days per calendar year; and, (3) provided no more than three (3) employees shall be granted such time off for such purpose at any one time, except that only two (2) employees shall be granted time off to attend the International Convention.

**Section 6.** If an employee is elected or appointed to a job with the International Union requiring his uninterrupted presence and continued absence away from his job, he may be granted a reasonable time off without loss of seniority and without pay or benefits for a period of not to exceed one (1) year.

**Section 7.** An employee who has completed his probationary period who is required to report for and/or perform jury duty as prescribed by applicable laws, for each day on which he reports for and/or performs jury duty during hours he otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he receives from the court as daily jury duty fees and what he would have earned from the Employer for the hours lost from work for jury duty not to exceed eight (8) hours of pay at his regular straight time hourly rate of pay. This provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him to return to work on his shift for two (2) or more hours, unless such employee does so return to work.

- a. In order to receive the payment above referred to, an employee must give the Employer written notice as soon as possible that he was required to report for jury duty and must furnish satisfactory evidence that he reported for and/or performed such jury duty for the hours for which

he claims such payment.

- b. An employee who is subpoenaed as a witness shall receive the difference between his regular daily rate, not to exceed eight (8) hours per day, and the money he receives as a result of being a witness. To be eligible for said money, the employee must notify in writing the Employer as soon as he receives his subpoena, must submit proof of payment received for witness duty, and must return to work as soon as possible after being dismissed from duty on a given day.

**Section 8.** Requests for leaves of absence must be made in writing to the Employer prior to the start of the anticipated leave of absence, except where it is impossible to do so.

**Section 9.** Maternity shall be treated in the same manner as any other non-compensable disability. An employee who is made aware of her pregnancy by her physician must notify the Employer. The commencement of, the length of, and termination of maternity leave shall be related to the employee's physical ability to perform her work and supported in writing by her physician. A request for a leave of absence other than for disability related to the pregnancy shall be considered a request for a personal leave of absence.

#### ARTICLE IX. Sick Leave

**Section 1.** All employees covered by this Agreement who have completed their probationary period shall accumulate one-half ( $\frac{1}{2}$ ) day of sick leave for each month of service, not to exceed a total accumulation of two hundred forty (240) hours.

**Section 2.** In order to qualify for sick leave payment, the employee must report to the Managing Director, or someone by him designated, not later than one-half ( $\frac{1}{2}$ ) hour prior to his normal starting time on the first day of absence unless the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as possible. In addition thereto employees must notify the Managing Director or his designated representative one (1) hour prior to the start of their shift the day of their intended return.

**Section 3.** Qualified employees shall be eligible for paid sick leave from and to the extent of their unused accumulated paid sick leave credits in the following situations:

- a. When an employee's absence from work is due to his non-duty incurred illness or injury, provided such illness or injury was not attributable to the intemperate use of alcoholic beverages or was not attributable to causes occurring while performing work for which he is paid by someone other than the Employer.
- b. When an employee's current spouse, children, or any person for whom he is totally responsible becomes ill or is accidentally injured, he shall be entitled to three (3) days of his accumulated sick leave credits when it is necessary for him to be absent.
- c. Upon the birth of an employee's child he may use up to three (3) days sick leave credits when it is necessary that he be absent from work for the purpose of caring for his other children.
- d. When an employee's absence from work is necessitated because of his illness or injury arising out of or in the course of his employment by the Employer and which is compensable under the Michigan Worker's Compensation Act, he shall be entitled to utilize his accumulated unused paid sick leave credits to make up the difference between the amount of daily benefits to which he is entitled under such Act and the amount of daily pay he would have received for the days on which such necessary absence occurred.
- e. The Employer may, for good cause, require medical proof of the necessity for sick leave, after three (3) working days, in which event the involved employee shall be required to produce a statement from a medical doctor certifying to the necessity for such absence.
- f. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action up to and including dismissal.

**Section 4.** Whenever sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits.

**Section 5.** All sick leave earned or accumulated, subject to the provisions of Section 1, will be paid to the employee's beneficiary, if said employee dies, at his then current rate of pay based on eight (8) hours per day. An employee who retires shall receive an amount equal to one-half (½) of the remaining unused accumulated sick leave pay at the hourly rate he was paid on the last day he worked based on eight (8) hours per day.

**Section 6.** In order to accumulate sick leave for any given month, an employee must actually work one hundred twenty (120) hours during said month. Paid vacation, holiday, funeral leave and jury duty shall count as hours worked for the purposes of this Section.

- a. Any employee off on a work or non-work related disability leave of absence arising from sickness or injury will be eligible for up to twenty-four (24) months of health, dental, drug rider and life insurance. After six (6) months of disability leave, an employee will no longer accrue or be eligible for any other benefits. Seniority will accrue for twenty-four (24) months following the first day of absence and thereafter will terminate.

**Section 7.** On the first payroll period following the first year of this Agreement, and for each successive year thereafter, employees will be compensated at their straight time hourly rate for one-half (½) of the accumulated sick leave earned during the preceding year. A maximum of twenty-four (24) hours straight time hourly pay is payable to eligible employees. Employees must have reached the maximum accumulation under Section 1 before this Section applies.

**Section 8.** Indefinitely laid off employees will be paid all of their accumulated sick leave at the time of their layoff.

## **ARTICLE X. Funeral Leave**

**Section 1.** An employee requesting time off from his regular work shall be granted a period of not to exceed four (4) working days with pay for the purpose of arranging for and/or attending the funeral of his current spouse, children and parents, and two (2) working days with pay for the purpose of arranging for and/or attending the funeral of his grandparents, grandchildren, brothers, sisters, daughter-in-law, son-in-law, parents-in-law and grandparents-in-law.



**Section 2.** A funeral leave payment shall not be made for any such day on which the employee, for any other reason, would have been absent from work. Additional time off from work, up to five (5) days, will be granted without pay for the purpose of attending funerals that are in excess of five hundred (500) miles from Lenawee County.

**Section 3.** To be eligible for funeral leave with pay, the employee must attend the same. If the Employer requests proof of death and attendance at the funeral, the employee must present such proof in order to receive the pay herein referred to.

#### **ARTICLE XI. Hours of Work**

**Section 1.** The normal workday shall consist of eight (8) consecutive hours and the normal workweek shall consist of forty (40) hours, Monday through Friday, both inclusive; however, nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week.

- a. The normal workweek for office employees shall be Monday through Friday. The starting time daily, Monday through Friday, shall be 7:30 a.m.; the quitting time shall be 4:00 p.m., with one (1) hour off for lunch. The regular workweek shall consist of thirty-seven and one-half (37½) hours. All other employees shall work Monday through Friday 7:00 a.m. to 3:30 p.m., with one-half hour for lunch.
- b. Night shifts shall be shifts starting not earlier than 3:00 p.m. or later than 5:00 p.m.
- c. The normal hours for janitors shall be from 10:30 p.m. until 7:00 a.m.
- d. If, in the opinion of the Employer, once during any twelve (12) month period, it is necessary to reduce normal working hours, the Employer may establish a regular shift of seven (7) hours per day for all employees in lieu of reducing the work force through the layoff procedure set forth in Article VII, Section 6, of this Agreement, for a maximum of ten (10) consecutive working days. Thereafter, the normal workday shall increase back to eight (8) hours and the layoff procedure shall apply. Any reduction in the normal work hours as herein defined shall require at least five (5) workdays advance written notice.

- e. In the event the Employer institutes a (4) four day (10) ten hour work schedule for bargaining unit employees, the following conditions shall apply:
1. a. The workday shall be ten hours.
  - b. The workweek will be Monday through Thursday.
  - c. No overtime will be paid for the first ten (10) hours per day.
  - d. Overtime will be paid at the contract rate after ten (10) hours a day.
  - e. Overtime will be paid at the contract rate after forty (40) hours per week.
2. The hours of work for Production and Maintenance shall be 6:00 a.m. to 4:30 p.m.
3. The four-ten (4 - 10) schedule will start no earlier than April 1, and no later than May 1. The schedule shall run no later than October 1 but may terminate by September 1 if so posted. The parties may mutually agree to extend the schedule.
- f. The Weighmaster's time shall be flexible.

**Section 2.** Any shift that an employee starts work on, he shall receive payment including shift premium for the actual time he works on that shift. If an employee continues working into the next shift, he will receive pay including shift premium for hours worked on the shift he is then working on and continuing until such workday is completed.

**Section 3.** Employees shall be entitled to a rest or break period of not to exceed ten (10) minutes duration between the hours of 8:30 a.m. to 9:30 a.m. and of not to exceed ten (10) minutes duration between the hours of 1:30 p.m. and 2:30 p.m. during their shift wherever they may be at the time they desire to take their break. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed. Therefore, an employee's immediate supervisor has the right to determine when a break period may be taken.

- a. Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift except as above provided and except for a thirty (30) minute unpaid lunch period between 11:30 a.m. and 12:30 p.m. as determined by their foreman.
- b. Employees shall punch in on the time card at the start of their shift, punch out at the end of their shift, and any time they are authorized to leave work during their shift.
- c. All employees shall be allowed ten (10) minutes, with pay, to complete their time card and wash-up. Said period shall be taken just prior to the end of each employee's workday.
- d. Breaktime for the Office and Technical employees shall be taken in accordance with their work schedule.

**Section 4.** When overtime is to be worked, the Employer will endeavor to give the employees involved reasonable advance notice, if possible. When it is necessary to work overtime because of weather conditions, it shall be a condition of employment that employees work the necessary overtime. If the Employer notifies an employee at or before the end of his regular shift on the preceding regularly scheduled working day before the overtime is to be worked, the Employer shall have the right to require such employee to work the overtime. Employees will be excused from working overtime if they have an urgent or compelling reason and they shall be expected to give the Employer as much advance notice as is reasonably possible. When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight-time basis immediately prior to the overtime period, it shall be performed by the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period.

- a. It is understood and agreed that if during overtime hours, an unforeseen event occurs requiring the Employer to have a given piece of equipment operated, or a given job performed, the Employer may assign any available employee then working to said piece of equipment or job for a period of not to exceed four (4) hours.

- b. The Employer will endeavor to distribute the opportunity to work overtime as equitable as practicable among employees in the same job classification and location where the overtime occurs. The provision does not apply to hours worked in conjunction with the employee's regular workday. The Employer will post an overtime roster.

**Section 5.** Time and one-half ( $1\frac{1}{2}$ ) an employee's regular straight time hourly rate of pay shall be paid for all work performed or hours paid in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater. Under no circumstances shall there be any pyramiding of overtime pay.

- a. When an employee is required to work on Sunday, he shall be paid double his straight time hourly earnings for the hours so worked except as otherwise provided in Section 6 of Article XII.
- b. Any time worked by the office employees before 7:30 a.m. or after 4:00 p.m. on any regularly scheduled workday shall be paid at time and one-half ( $1\frac{1}{2}$ ). Any time worked on Saturday shall be paid at time and one-half ( $1\frac{1}{2}$ ). Any time worked on Sunday shall be paid at double time.

## **ARTICLE XII. Wages**

**Section 1.** The job classification and rate ranges applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

**Section 2.** If, during the life of this Agreement, a new job classification is created, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Union of its decision. If the Union believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications covered by this Agreement, the Union shall have the right within fifteen (15) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said fifteen (15) calendar day period, the rate range so assigned shall become permanent. If in the event the parties cannot agree as to the appropriate rate, the issue shall be subject to the grievance procedure commencing the Third Step thereof.

**Section 3.** It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the Employer.

**Section 4.** Employees shall be hired at not less than the minimum of the rate range for the job classification to which they are assigned.

**Section 5.** An employee who reports for work at the start of his regularly scheduled shift and is sent home because there is no work available for him shall receive three (3) hours of pay for so reporting at the rate he would have received on his own job. If such employee is put to work he shall be guaranteed a minimum of three (3) hours of work or three (3) hours of pay in lieu thereof. This reporting pay provision shall not apply when the employee was advised in advance that there would be no work, was not reasonably available to receive such notice, has no telephone, or when offered work for such three (3) hour period, refused to perform the same.

**Section 6.** An employee who is called in outside his regular shift shall receive a minimum of two (2) hours of work or pay at time and one-half (1½) his regular straight time hourly rate for reporting for such duty provided, however, this provision shall not apply to employees who are called in for periods of less than two (2) hours prior to the start of their shift and who continue to work their regular shift thereafter. The Employer shall not send an employee home prior to the end of his regular shift to avoid the payment of overtime. An employee may leave after completion of eight (8) hours work, subject to Article XI, Section 4.

- a. An employee who is called into work on Sunday shall receive a minimum of two (2) hours work or pay at time and one-half (1½) his straight time hourly rate for reporting. If an employee works more than two (2) hours on Sunday, then he shall be paid for all hours worked at two (2) times his regular straight time hourly rate.

**Section 7.** During the first two (2) years of this Agreement, the Employer agrees to continue the present retirement program(s). A pension committee shall be formed consisting of up to two (2) representatives from the Union and up to two (2) representatives from the Employer which will examine the existing retirement program and as soon as is reasonably practicable after ratification of this Agreement, make its recommendations to both parties at the earliest convenient date, but in any case no later than the end of the second year of this Agreement for modifications in the pension plan. The Employer agrees to contribute an additional one percent (1%) during the third year of the agreement toward the pension plan.

**Section 8.** For the duration of this Agreement, the Employer agrees to continue the present group health insurance coverage to the same or greater extent and on the same basis as existed immediately prior to their commencement, with an insurance carrier selected by the Employer, authorized to transact business in the State of Michigan. Any increases in the cost of major medical insurance coverage will be paid by the Employer. The Employer agrees to provide a weekly sickness and accident policy to one hundred thirty-five (\$135) per week benefit for twenty-six (26) weeks for each eligible employee. Effective October 1, 1987, the weekly benefit shall be increased to one hundred fifty dollars (\$150) per week.

- a. When an employee is eligible for sickness and accident benefits and also accumulated unused sick leave credits, he may use his accumulated sick leave credits to make up the difference between his sickness and accident benefits and his daily salary, not to exceed eight (8) hours per day.
- b. An employee, who at his option, is eligible to retire pursuant to the Employer's retirement program, shall receive health care coverage for himself and the spouse he has at the time of retirement for the period the retirant is between age 62 and 65. The Employer will provide Medicare complementary coverage for the retirant at age 65 and the spouse the retirant had at the date of his retirement will be maintained under the basic health care coverage program until that spouse reaches age 65 at which time the Employer will provide Medicare complementary coverage to that spouse. The death of the retirant will terminate the Employer's obligation totally. The divorce of the retirant will terminate the Employer's obligation to the spouse that the retirant had on the date of retirement. If the retirant remarries, the Employer will not be obligated to provide any coverage to any new spouse.
- c. For employees who are laid off or are on a leave of absence other than for illness or injury pursuant to Article VIII, Section 2, the Employer will continue to furnish health insurance coverage for the month following the month in which the layoff occurred or such leave of absence was granted.

- d. The Employer agrees to furnish all eligible employees with a Prescription Drug Plan -- Co-Pay Level, \$2.00.
- e. The Employer agrees to furnish a dental program -- Comprehensive Preferred Plan with riders -- CR-25-25-50 and MBL-800, or equal, to all eligible employees.

**Section 9.** The Employer agrees to furnish to full-time employees who have completed their probationary period Seven Thousand Five Hundred Dollars (\$7,500) of group life insurance.

### ARTICLE XIII. Holidays

**Section 1.** Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the day after Thanksgiving Day; one-half ( $\frac{1}{2}$ ) of a day the day before Christmas; Christmas Day; one-half ( $\frac{1}{2}$ ) of a day, the day before New Year's Day; New Year's Day; and the afternoon of Good Friday shall be recognized as legal holidays for which the Employer will not normally schedule work. When any of the holidays occur on a Sunday, the following Monday shall be observed as the holiday; and when the holiday falls on Saturday, it shall be observed on the preceding Friday. Qualified employees will receive either one-half ( $\frac{1}{2}$ ) day or one (1) day of pay for each holiday, whichever is applicable.

**Section 2.** To be entitled to pay for the above days, an employee must work on the last scheduled workday preceding the holiday and the first scheduled workday following the holiday unless on an authorized paid leave of absence. Should injury, illness, or death in the family, or unforeseen circumstances make it impossible to notify in advance, the employee must show proof that his absence was unavoidable.

**Section 3.** If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period and the employee shall receive his full vacation in addition to holiday pay as herein provided.

**Section 4.** All work performed on any of the above named holidays shall be paid for at one and one-half ( $1\frac{1}{2}$ ) times the regular rate, plus the holiday pay.

## ARTICLE XIV. Vacations

**Section 1.** All regular full-time employees having completed one (1) or more years of continuous employment with the Employer since their last date of hire, shall receive vacation with pay in accordance with Schedule "A". Vacation pay shall equal the employee's daily pay rate for each day of vacation at the employee's regular straight-time hourly rate:

### SCHEDULE "A"

<u>Years of Continuous Service At Anniversary Date</u>	<u>Days of Vacation with Pay</u>
1 Year	6
2 Years	9
3 Years to 9 Years	12
10 Years to 14 Years	15
15 Years to 19 Years	18
20 Years to 24 Years	25
25 Years to 29 Years	30
30 Years and over	35

Effective January 1, 1988:

1 Year	6
2 Years	9
3 Years to 9 Years	12
10 Years to 14 Years	15
15 Years to 19 Years	18
20 Years to 24 Years	25
25 Years and over	30

Employees shall not be entitled to accumulate vacation leave and all vacation leave not used shall be forfeited.

Any Employee eligible under Schedule A above for vacation in excess of five (5) weeks will receive pay in lieu thereof. Employees eligible for more than five (5) weeks of vacation will be paid for all vacation eligibility in excess of said five (5) weeks on the employee's anniversary date. The Employer and the employee may, by mutual agreement, agree to one (1) additional week of accrued vacation for those employees eligible for more than five (5) weeks of vacation with pay.

**Section 2.** An eligible employee may take his vacation at any time after his anniversary date for which he qualifies for a vacation upon giving the Employer ten (10) days advance



written notice if reasonably possible to do so. Requests for vacation periods may be for a period of not less than one (1) day. The Employer will determine the number of people who can be spared for vacation purposes at the same time. When an employee changes his request for vacation time off, his request will be given consideration.

**Section 3.** If two (2) or more employees request permission to take their vacation at the same time and both cannot be spared from work at the same time, as among those who made their requests for vacation time off prior to April 1 of the year, preference shall be given to the employee with the greater amount of seniority. As among those who do not make their wishes known prior to April 1 of any year, preference shall be given in order of receipt by the Employer of the written requests for vacation time off.

**Section 4.** An employee will not be paid for vacation time while he is drawing sick leave benefits.

**Section 5.** If an employee, who is otherwise eligible for vacation with pay retires, dies, quits or is discharged on or after the anniversary date upon which he qualifies for such vacation with pay without having received the same, such employee, or his estate, will receive, along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee quits or is discharged prior to the anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of vacation pay for which he would have qualified on such anniversary date. However, if an employee retires under the Pension Plan, or dies prior to such anniversary date, he, or in the latter case, his designated beneficiary, shall receive a prorated share (as of the date of retirement or death) of the vacation pay for which he would have qualified as of the following anniversary date.

**Section 6.** Subject to the limitations of Article XIV, thirty-two (32) hours of usable vacation leave may be used for personal leave. Leave must be taken in increments of either one-half (½) day or one (1) full day. Leave must be requested by the employee and approved by the Employer twenty-four (24) hours prior to leave, except in emergencies. Leave must be taken, if in one-half (½) day increments, at the beginning of the employee's shift or at the beginning of the midpoint of an employee's normal workday.

#### **ARTICLE XV. General**

**Section 1.** The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint relative to the reasonableness of any rule established, or the discriminatory application thereof, may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

**Section 2.** The Employer will provide a bulletin board in each district garage upon which

the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

**Section 3.** So long as an employee is classified as a supervisor by the Employer, he will not be used to displace regular employees covered by this Agreement. This provision shall not be construed to prevent supervisors from performing such manual work as may be required for the purpose of instruction, supervision, investigation, inspection or experimentation or in case of emergencies. It is understood and agreed that the purpose of this section is not to displace regular employees on a permanent basis, nor to regularly deny employees overtime or cause the layoff of regular employees. However, it is understood and agreed this section shall not preclude a supervisor who is called out at times other than his regular working hours from performing such work as may be necessary to take care of emergencies or correct a situation which does not require additional pieces of equipment which he would not normally use.

**Section 4.** The Employer will notify the Union of work to be contracted out. Union employees will be given the work if the following criteria are met: Employees, including laid off employees, are available; these employees have the ability to perform the work; the work can be performed within the required time; necessary equipment to perform the work is available; and the cost of performing the work is comparable to that cost which would be paid to the contractor.

However the Employer reserves the right to subcontract work in the event of an emergency or when an executive order or an act or law enacted by the Legislature of the State of Michigan or the Congress of the United States precludes performance of the work by Union employees as provided above.

**Section 5.** Physical and mental examinations may be required of all employees of the Employer, such examinations to be made by a physician chosen by the Employer. All present and future employees may be required to have a regular physical and mental examination at such intervals as shall be fixed by the Employer and when requested by the Employer prior to the return from absences due to illness or injury, such periodic examinations to be made by a physician chosen by the Employer, and shall be at the expense of the Employer. Employees required to report for physical or mental examinations shall be paid at their straight time hourly rate for the time required. If a physical or mental examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical or mental unfitness, the Employer reserves the right to require such employee to take a leave of absence without pay who is not physically or mentally fit to perform his duties satisfactorily. If the employee disagrees with such doctor's findings, then the employee, at his own expense, may obtain a physical or mental examination from a medical doctor of his choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the Employer and the Union shall give the employee a physical or mental examination. The fee charged by the third

doctor shall be shared equally between the Employer and the Union and his findings shall be binding on the employee, the Employer and the Union.

**Section 6.** The Employer, as part of its present Safety Program, has established a Safety Committee consisting of two (2) hourly employees, two (2) supervisory employees, and a representative of the Board of Road Commissioners. The Employer shall adopt a written Safety Code. Unusual and extremely dangerous hazards and all serious violations of the Safety Code shall be immediately reported, in writing, to any member of the Safety Committee. The Safety Committee shall have the violation or hazard investigated and recommend appropriate action to be taken to the Managing Director. The members of the Safety Committee shall appoint a Chairman from among their members, alternating between Management and Union who shall have authority to convene the full committee at anytime to resolve written violations of the Safety Code. The Safety Committee shall meet monthly to review safety rules and regulations, reported or potential hazards, written minor violations and any other items considered relevant to the safety of Lenwae County Road Commission employees.

**Section 7.** The Employer, where in its opinion the job requires protective clothing, will provide each employee with hard hats with liners, and those employees working as mechanics, welders, tire repairmen, liquid calcium chloride distributor drivers, asphalt distributor operators and drivers, asphalt plant operator, paver operator, raker, screed operator and asphalt plant front-end loader operator, assistant asphalt plant operator, fuel man and roller operator, protective clothing, gloves and footwear when necessary in the operation of their duties without cost to the employees.

**Section 8.** The responsibility for reporting all on-the-job injuries rests squarely with the employee. The employee must file in writing, on forms prescribed by the Employer's insurance carrier for Workers' Compensation, as soon as the employee is able after receiving his injury. An employee suffering an injury arising out of and in the course of his employment, who is required to leave his job will be paid from the time of his injury to the end of his shift on the day of such injury. In the event further time off is necessary due to the injury, the injured employee shall receive his regular wages for an additional five (5) days after the accident without drawing on his sick or vacation credits. Such on-the-job injury pay will be paid only if the employee is not eligible under the Workers' Compensation Act of Michigan.

**Section 9.** If, during the life of this Agreement, any of the provisions hereof are determined unenforceable or invalid by a Court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination of validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

**Section 10.** It is understood and agreed that this Agreement replaces any and all practices, policies and procedures relating to the wages, hours and working conditions of the bargaining unit employees and that any previous fringe benefits or working conditions not incorporated by reference herein are hereby negated.

**ARTICLE XVI. Duration of Agreement**

THIS AGREEMENT shall become effective as of the 1st day of November, 1986, and shall remain in full force and effect until Midnight, the 31st day of October, 1989, and from year to year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to its expiration or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.



## APPENDIX "A"

### JOB CLASSIFICATIONS AND HOURLY RATES OF PAY THEREFORE

**Section I.** The following job classifications are hereby established:

<u>CLASSIFICATION</u>	<u>Rates Per Hour: Effective the First Full Payroll Period After 11/24/86</u>
<b>Probationary Workers</b> -- Will receive 20¢ per hour less than the classification for which they are hired.	
<b>Highway Worker I</b> (Includes laborer)	\$ 9.75
<b>Highway Worker II</b> Small Dump Truck Operators, Distributor Operators, Mowing Machine Operators, Semi-Skilled Operators, Watchman and Custodian	9.89
<b>Highway Worker II-A</b> Scraper Truck Operator, Raker	9.93
<b>Highway Worker III</b> Small Backhoe Operators, Part-time Front End Loader Operators, Tank Truck Operators, Skilled Labor including Signman, Tandem Truck Operators and Stock Room Helper	10.04
<b>Highway Worker III-A</b> Semi and Low Boy Operators, Roller Operators and Broom Sweeper Tractor Operators, Screed Operator, Assistant Asphalt Plant Operator, Tandem Truck Operator with scraper, Tri-axle Truck Operator without pup.	10.19
<b>Weighmaster</b>	10.19
<b>Highway Worker IV</b> Tire Repairman, Shovel Operators, Crane Operators, Paver Operators, Bulldozer Operators, Earthmover Operators, Welders, Mechanics, Large Backhoe Operators, Grader Operators, Full-time Loader Operators, Carpenters, Stockroom Clerk, Material Spreader Operators, Travelloader Operator and Seaman Travel Plant Operator	10.45

<b>Highway Worker IV-A</b>	<b>\$10.63</b>
<b>Asphalt Plant Operator</b>	
<b>Highway Worker IV-B</b>	<b>10.59</b>
<b>Bookkeeper</b>	<b>9.07</b>
<b>Computer Operator</b>	<b>9.07</b>
<b>Receptionist-Clerk</b>	<b>9.07</b>
<b>Engineering Aide I</b>	<b>9.98</b>
<b>Engineering Aide II</b>	<b>10.86</b>

During the first year of this Agreement, a Cost-of-Living Allowance shall be determined in accordance with Appendix "B", however, such allowance shall not exceed two and one-half percent (2.5%) of the base rates in effect on October 31, 1986. A Cost-of-Living Allowance so determined by October 31, 1987, will be rolled into the base wage in effect on October 31, 1986. Effective November 1, 1987, and thereafter Appendix "B" Cost-of-Living Allowance shall be eliminated.

Effective the first full payroll period after November 1, 1987, the wages determined to be in effect on October 31, 1987, will be increased by four and one-half percent (4.5%). Effective the first full payroll period after November 1, 1988, those rates determined to be in effect on the first full payroll period after November 1, 1987, will be increased by four and one-half percent (4.5%).

**Section 2.** The Employer shall determine whether, where, when, who and how many group leaders it will utilize at any given time. Group Leaders for the periods during which they satisfactorily perform the required duties, shall receive not less than sixty cents (60¢) per hour above the maximum of the rate range for the highest classification of employees whom they supervise. When the employee ceases to function as a group leader, he shall no longer receive the additional compensation heretofore provided.

**Section 3.** Employees regularly assigned to work the night shift shall receive a night-shift premium of twelve cents (12¢) per hour in addition to their regular hourly rate for all of the hours they work on said second shift.

**Section 4.** A sixty cents (60¢) an hour premium rate will be paid for two (2) men cabling and falling trees for hours while they are performing this operation. A minimum of one (1) hour will be paid under this provision. This premium rate will also apply to employees involved in setting the charge and detonating explosives for the hours while so assigned and subject to the minimum set forth herein.

**Section 5.** Highway Worker III-A employees who operate a truck with a pup will receive an additional ten cents (10¢) per hour for the hours while so assigned.



## APPENDIX "B"

### COST-OF-LIVING ALLOWANCE

**Section 1.** The Cost-of-Living Allowance shall be determined in accordance with the changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers (including the single worker) published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 = 100), hereinafter referred to as the B.L.S. Consumer Price Index.

**Section 2.** Effective with the B.L.S. Consumer Price Index of July, 1986, as the base, the adjustment in the Cost-of-Living Allowance shall be made quarterly as of the first pay period beginning on or after December 1, 1986, and continuing in like manner until October 31, 1987, at which time the Cost-of-Living Allowance, as a provision of this Agreement, shall be eliminated.

<u>INDEX DATE</u>	<u>QUARTERLY PAYMENT</u>
October 1986	December 1986
January 1987	March 1987
April 1987	June 1987
July 1987	September 1987

**Section 3.** The amount of Cost-of-Living Allowance which shall be effective for any three (3) month period as provided in Section 2 above shall be paid as a clock card additional with one (1¢) cent per hour adjustment for each .4 change in the index, subject to a ten cent (10¢) per quarter ceiling.

During the first year of this Agreement, a Cost-of-Living Allowance shall be determined in accordance with Appendix "B", however, such allowance shall not exceed two and one-half per cent (2.5%) of the base rates in effect on October 31, 1986. A Cost-of-Living Allowance so determined by October 31, 1987, will be rolled into the base wage in effect on October 31, 1986. Effective November 1, 1987, and thereafter Appendix "B" Cost-of-Living Allowance shall be eliminated.

**Section 4.** In the event the Bureau of Labor Statistics does not issue the Consumer Price Index on or before the beginning of any pay period referred to in Section 2, any adjustments required will be made at the beginning of the first pay period after receipt of the Index.

**Section 5.** No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the B.L.S. Consumer Price Index for any base month.

**Section 6.** The parties to this Agreement agree that the continuance of the Cost-of-Living

Allowance is dependent upon the availability of the official monthly B.L.S. Consumer Price Index in its present form and calculated on the same basis as the Index for October, 1986, unless otherwise agreed upon by the parties.

**Section 7.** If the Bureau of Labor Statistics changes the form or the basis of calculating the B.L.S. Consumer Price Index, the parties agree to request the Bureau to make available, for the life of this Agreement, a monthly Consumer Price Index in its present form and calculated on the basis of the Index for October, 1986.

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Commissioners  
Wayland Hart  
Merrill Balca  
aul Vergote, Sr.

LENAWEE COUNTY  
BOARD OF COUNTY ROAD COMMISSIONERS  
1160 North Main Street  
Adrian, Michigan 49221-1798  
Phone: 265-6971

Managing Director  
Orrin Gregg, P.E.  
Board Secretary  
Susan Bower

March 15, 1985

Robert Lewis  
Union President  
1008 E. Hunt  
Adrian, Michigan 49221

RE: S & A INSURANCE

Dear Bob:

The Lenawee County Road Commission's current insurance policy for sickness and accident benefits for employees allows for 52 weeks of benefits. The anniversary date of the current policy is October 1, 1985.

Although the union contract indicates a 26 week benefit period, the Road Commission's current carrier's premium is the same for both the 26 week and the 52 week coverage. The 52 week coverage shall continue as long as the premium remains the same as the 26 week coverage. At such time as the Road Commission is notified of a difference in premiums the Union membership will be likewise notified such that the situation can be discussed.

Sincerely,

  
Orrin Gregg, P.E.  
Managing Director

OG:sjb

